



Board of Directors

Agenda

Clubhouse Four

Tuesday, April 24, 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) March 27, 2018 (pp.3-18)
 - 9) Reports
 - a) Los Alamitos Medical Center Advisory Report
 - b) Management Services Review Ad hoc Committee Report
 - c) Strategic Planning Ad hoc Committee Report
 - 10) New Business
 - a) General
 - i) Reserve Funding Request - Administration Building: Elevator (Ms. Rapp, pp. 19-30)
 - ii) Capital Funding Request – Mission Park: Concrete (Mrs. Perrotti, pp. 31-34)

- b) Architectural Design and Review Committee
 - i) Main Gate: Bench, Refuse Receptacle Replacement (Ms. Fekjar, pp. 35-36)
- c) Communications
 - i) Rescind Policy 2850-36, Display Advertising Commission (Mr. Dodero, pp. 37-38)
- d) Finance Committee
 - i) Accept March Financial Statements (Ms. Snowden, pp. 39-46)
 - ii) Approve CDAR Purchase (Ms. Winkler, pp. 47-48)
 - iii) Approve CARE Lease (Mr. McGuigan, pp. 49-58)
 - iv) Approve Lease Renewal, RV Club (Mrs. Damoci, pp. 59-68)
- e) Mutual Administration Committee
 - i) Rescind 7730, Member's Personal Records (Mr. Crossley, pp. 69-70)
 - ii) Adopt Policy 1001-30, Glossary of Terms (Ms. Hopewell, pp. 71-76)
- f) Physical Property Committee
 - i) Reserve Funding Request – Amphitheater/News Building: Exterior Paint (Mr. Pratt, pp. 77-86)
 - ii) Reserve Funding Request – Clubhouse Four: Interior Paint (Ceramics, Arts and Lapidary Rooms) (Mr. Stone, pp. 87-90)
 - iii) Reserve & Non-budgeted Operating Funding Requests – Clubhouse Four: LED Lights (Ceramic, Art & Lapidary Rooms) (Mr. Lukoff, pp. 91-94)
 - iv) Clubhouse One: Interior Paint (approved Clubhouse Revitalization Funding) (Ms. Rapp, pp. 95-100)
 - v) Rescind Policy 5512-70, Bidding Procedure (Ms. Heinrichs, pp. 101-102)
- g) Recreation Committee
 - i) Operating Funding Request - Golf Course Tree Pruning (Mr. McGuigan, pp. 103-106)
 - ii) Mission Park Revision (Mrs. Perrotti, pp. 107-110)
 - iii) Amend Policy 1202-50, Clubhouse Membership (Mrs. Reed, pp. 111-114)
 - iv) Amend Policy 1401-50, Outside Buses (Mr. Moore, pp. 115-116)
 - v) Amend Policy 1403-50, Commercial Use (Mr. Pratt, pp. 117-120)
 - vi) Amend Policy 1405-50, Literature-Community Facilities (Ms. Hopewell, pp. 121-124)
 - vii) Amend Policy 1471-50, Display of Trophies (Mrs. Damoci, pp. 125-128)

viii) Amend Policy 1511-50, Dissemination of Information – Clubs (Mr. Gould, pp. 129-131)

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, May 22, 10 a.m. Clubhouse Four

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In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following March 2018 Committee meetings:

- Minutes of the Special Security, Bus & Traffic Committee Board Meeting of March 5, 2018
- Minutes of the Recreation Committee Board Meeting of March 7, 2018
- Minutes of the Communications Committee Board Meeting of March 8, 2018
- Minutes of the Executive Committee Board Meeting of March 9, 2018
- Minutes of the Architectural Design & Review Committee Board Meeting of March 12, 2018
- Minutes of the Security, Bus & Traffic Committee Board Meeting of March 14, 2018
- Minutes of the Finance Committee Board Meeting of March 19, 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
March 27, 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, March 27, 2018, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Taylor White, President of the Leisure World Theater Club, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden (left at 12:49 p.m.), Pratt, L. Stone, Reed, Gould, Hopewell, Rapp, McGuigan, Doderer, Winkler, Heinrichs, Damoci, Lukoff, Crossley, Fekjar, and Moore were present.

Eighteen Directors were present, with a quorum of ten.

PRESIDENTS COMMENTS

Today I want to talk briefly about the pool project.

There has been a plethora of mis-information regarding the pool project. Here are the facts:

On August 7, 2017 the Physical Properties Committee approved to recommend to the Board commencement of steps required to seek and secure proposals for the drafting of a conceptual plan to replace/enhance or modify the collective components of the Trust Asset identified as the pool area, for possible replacement in 2022, in accordance with general Trust Property assets replacement guidelines, as recommended by the Strategic Planning Ad Hoc Committee.

On August 14, 2017 the Finance Committee reviewed existing capital funds and determined sufficient funds are available for this project and motioned to authorize the Recreation Committee, Physical Properties Committee, and the Architectural Design Committee to work collectively, within assigned areas of responsibility, to seek and secure proposals for the drafting of a conceptual design plan to replace/enhance or modify the collective components that replace the Trust Asset identified as the pool area. Proposals for the professional services are not to exceed \$25,000.

Golden Rain Foundation Board Meeting Minutes, March 27, 2018

April 1, 2018 a series of questionnaires regarding preferences will be distributed at the pool area and various clubhouses as well as through LW Live emails.

At the April 2nd At the Physical Property Committee meeting, no action will be taken regarding the pool project.

At the April 4th At the Recreation Committee meeting, no action will be taken regarding the pool project.

At the April 9th At the Architectural Design Committee meeting, no action will be taken regarding the pool project.

April 25, 2018, There will be a Town Hall meeting in Clubhouse 4, at 10 am, for the purpose of hearing the resident's thoughts and concerns.

All comments will be taken into consideration. But remember that of the 6,608 members, there will most likely be 6,608 different opinions! All decisions will be the best use for the majority of the members.

We look forward to your comments and concerns as GRF begins this journey in replacing or modifying this 55+ amenity. GRF members will be kept informed every step of the way.

On March 30th at 1 pm in Conference Room A there will be an informal meeting for all members considering running for the GRF BOD. This is the perfect time for all of those pesky questions to be answered by current and knowable Directors. The deadline to apply is Friday, April 6th, at 4:30 pm, Stock Transfer Office.

So, please give considerable thought to running as a director.

The GRF Monthly Board Meeting will be held at night on Tuesday, April 24th at 6 pm. Please mark your calendars! This will be the last evening meeting of the 2017-2018 term.

And now to the business at hand.

ANNOUNCEMENTS

The GRF Board of Directors met for an Executive Session meeting on March 16 and March 23, 2018 to discuss legal and contractual matters.

SERVICE ANNIVERSARIES

Five employees were recognized with a service award.

Gina Rojas	Stock Transfer Department	5 years
William Wade	Security Department	5 years
Fara Macartney	Security Department	5 years
Mark Grigsby	Security Department	10 years
Barbara Timberlake	Recreation Department	15 years

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

Two 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 Special Security, Bus & Traffic Committee Board Meeting of February 5, 2018
Minutes of the Physical Properties Committee Board Meeting of February 5, 2018
Minutes of the Recreation Committee Board Meeting of February 7, 2018
Minutes of the Communications Committee Board Meeting of February 8, 2018
Minutes of the Architectural Design & Review Committee Board Meeting of February 12, 2018
Minutes of the Special Recreation Committee Board Meeting of February 12, 2018
Minutes of the Mutual Administration Committee Board Meeting of March 14, 2018
Minutes of the Security, Bus & Traffic Committee Board Meeting of February 14, 2018
Minutes of the Finance Committee Board Meeting of February 20, 2018

APPROVAL OF BOARD MEETING MINUTES

The minutes of the February 27, 2018 meeting were approved, as presented.

REPORTS

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

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

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

NEW BUSINESS

General

Reserve Funding Request – Clubhouse One, Heat Pump, Women's Billiard Room

The heat pump in the Women's Billiard Room at Clubhouse One (CH1) has failed and has exceeded its useful life. The Physical Property Department obtained quotes from two contractors for the replacement of this Reserve Component (Asset ID 303). Proposals received were Alpine Heating and Air - \$5,600 and Greenwood Heating and Air - \$5,400.

Staff recommends to award a contract to Greenwood Heating and Air, at a cost not to exceed \$5,400, to replace the heat pump in CH 1, the Women's Billiard Room, funding from Reserves.

Reserve funding, in the amount of \$25,000, has been allocated in the Reserve Study, the general replacement of HVAC systems in 2018; as of this date, no funds have been expended this calendar year.

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

TO award a contract to Greenwood Heating and Air, at a cost not to exceed \$5,400, to replace the heat pump in the Clubhouse One (CH1), Women's Billiard Room, asset ID # 303, funding from Reserves and authorize the President to sign the contract.

Architectural Review and Design Committee

Trust Property Tree Trimming

The Physical Property Department sent out a Request for Proposal (RFP) to six (6) contractors and held a bidders' conference; four (4) bidders attended. At its March 12, 2018 meeting, the Architectural Design & Review Committee (ADRC) reviewed sealed bids from four contractors (results included in the agenda packet). Based on the costs, the contractors' past performance, and experience in the community, ADRC unanimously agreed to recommend the Board award a contract to BrightView Landscape Service, for a three-year term, for Trust Property tree trimming (does not include the golf course), in an amount not to exceed \$119,522, Operating budget funding.

Ms. Heinrichs MOVED, seconded by Mr. Gould –

TO award a contract to Brightview Landscape Service to trim Trust Property Facilities trees, at a cost not to exceed \$119,522, for a

period of three years, Operating budget funding, and authorize the

President sign the contract.

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

The Board concurred to remove the item from the agenda and refer it to the Architectural Design and Review Committee for re-evaluation.

Communication Committee

Amend Policy 2866-36, Acceptable Bilingual Advertisements

At its regularly scheduled meeting on March 8, 2018, the Communications Committee reviewed Policy 2866-36, Acceptable Bilingual Advertisements. The Committee recommends amendment of the policy to update the policy language and provide clarity.

Mr. Gould MOVED, seconded by Mr. Dodero and carried unanimously by the Board members-

TO amend Policy 2866-36, Acceptable Bilingual Advertisements, as presented.

Executive Committee

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

At its regularly scheduled meeting on March 9, 2018, the Executive Committee moved and approved to recommend to the Board the amendment of Policy 5092-30, Board of Directors' Code of Ethics and Conduct, updating the policy language.

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

TO amend Policy 5092-30, Board of Directors' Code of Ethics and Conduct, as presented.

Amend Policy 5092.01-30, Board of Directors' Censure Procedure

At its regularly scheduled meeting on March 9, 2018, the Executive Committee moved and approved to recommend to the Board the amendment of Policy 5092.01-30, Board of Directors' Censure Procedure, updating the policy language, correcting formatting/numbering, adding Censure Polices to be sent with the notice of the censure meeting and advising that the decision of the Board of Directors is not appealable.

Ms. Hopewell MOVED, seconded by Ms. Snowden -

TO amend Policy 5092.01-30, Board of Directors' Censure Procedure, as presented.

Mr. Pratt MOVED, seconded by Mr. Stone -

TO amend 1.1.4 to "Fails to act in a civil manner."

Two Board members spoke on the motion.

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

Mrs. Damoci MOVED, seconded by Ms. Snowden -

TO amend 2.6.2, adding" once a quorum has been established".

Two Board members spoke on the motion.

Mrs. Damoci withdrew her motion and Ms. Snowden withdrew her second of the motion.

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

TO refer to Policy 5092.01-30, Board of Directors' Censure

Procedure, to the Executive Committee for review.

Amend Policy 5092.02-30, Motion to Censure and Adopt Policy 5092.03-30, Correspondence – Notification of Motion to Censure

At its regularly scheduled meeting on March 9, 2018, the Executive Committee moved and approved to recommend to the Board the amendment of Policy 5092.02-30, Motion to Censure, updating the policy language and copying the Presiding Officer on the Motion to Censure form.

Mr. Pratt MOVED, seconded by Ms. Hopewell –

TO amend Policy 5092.02-30, Motion to Censure, as presented.

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

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

TO refer Policies 5092.02-30, Motion to Censure and Policy
5092.03-30, Correspondence – Notification of Motion to Censure
to the Executive Committee for review.

Approve California Minimum Wage Increase, Wage Range Increase

Mrs. Damoci MOVED, seconded by Mrs. Perrotti –

TO approve a general wage increase for all GRF employees earning \$13.99 or less, by a fifty-cent per hour increase, at a projected non-budgeted expense of \$36,127, and authorize the Executive Director to take required actions to fulfill the directive of the Board.

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

Ms. Snowden MOVED, seconded by Mr. Pratt -

TO refer the item to the Executive Committee for review.

Ten Board members and the Executive Director spoke on the motion to refer the item to the Executive Committee for review.

The motion failed to carry with eleven no votes (Fekjar, Damoci, Doderer, Gould, Hopewell, McGuigan, Moore, Perrotti, Reed, Rapp, R. Stone), six yes votes, and one recusal (L. Stone).

Four Board members spoke on the original motion.

The original motion was carried with five no votes (Crossley, Heinrichs, Lukoff, Pratt, Winkler), twelve yes votes, and one recusal (L. Stone).

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

Rescind Policy 5610-30, Participation by Foundation Members

At its regularly scheduled meeting on March 9, 2018, the Executive Committee moved to rescind Policy 5610-30, Participation by Foundation Members; it is a procedure covered in the Civil Code.

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

TO rescind Policy 5610-30, Participation by Foundation Members.

Amend Policy 5101-30, Limitation of Terms – Golden Rain Foundation Officers and Committee Chairs

At its regularly scheduled meeting on March 9, 2018, the Executive Committee moved to amend Policy 5101-30, Limitation of Terms – Golden Rain Foundation Officers and Committee Chairs, incorporating Policy 5022-30, Limitation of Terms – Officers.

Mrs. Perrotti MOVED, seconded by Ms. Hopewell –

TO amend Policy 5101-30, Limitation of Terms –Golden Rain
Foundation Officers and Committee Chairs, as presented.

Two Board members spoke on the motion.

Ms. Snowden MOVED, seconded by Ms. Winkler -

TO amend the policy by adding “or ad hoc” to the first paragraph of
the policy.

The motion to amend failed with eleven no votes (Crossley, Damoci, Dodero, Fekjar, Hopewell, McGuigan, Pratt, Rapp, Reed, L. Stone, R. Stone) and seven yes votes.

Mr. Stone MOVED, seconded by Mr. Pratt -

TO amend to “shall not be permitted more than three consecutive
terms, unless appointed mid-term”.

Seven Board members spoke on the motion to amend.

The motion to amend failed with fourteen no votes (Crossley, Damoci, Dodero, Fekjar, Gould, Hopewell, Lukoff, McGuigan, Perrotti, Rapp, Reed, Snowden, L. Stone, Winkler) and four yes votes.

The original motion was carried unanimously by the Board members.

Rescind Policy 5022-30, Limitation of Terms - Officers

At its regularly scheduled meeting on March 9, 2018, the Executive Committee moved to rescind Policy 5022-30, Limitation of Terms – Officers, which will be incorporated into Policy 5101-30, Limitation of Terms – Golden Rain Foundation.

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

TO rescind Policy 5022-30, Limitation of Terms - Officers.

Finance Committee

Accept February 2018 Finance Statements

At the regularly meeting of the Finance Committee on March 19, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the February 2018 financial statements for audit.

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

TO accept the February 2018 Financial Statements for audit.

Accept Draft 2017 Audited Statements/Excess Income Distribution

At the regularly scheduled meeting of March 19, 2018, the Finance Committee reviewed the 2017 draft audited financial statements of the Golden Rain Foundation and the excess income reported herein (exhibit A in the agenda packet). The Committee duly moved and approved to recommend the Board accept the 2017 audited financial statements and, pursuant to Policy 5528-31 – Refund of Excess Income, to distribute to the Mutuals on a pro rata basis the amount of \$128,128, representing 2017 excess income as reported in the 2017 audited financial statements.

Mr. Lukoff MOVED, seconded by Mrs. Damoci -

TO accept the final draft 2017 Golden Rain Foundation Financial Statements, as of December 31, 2017, for the year then ended, and the proposed Independent Auditors' Report as submitted by Clifton Larson Allen LLP, hereby accepting the above mentioned Financial Statements and reports therein (Exhibit A in the agenda packet), reflecting excess income of \$128,128. Further, to distribute, on a pro rata basis, in its entirety, the excess income of \$128,128 to the Mutual Corporations pursuant to Policy 5528-31 – Refund of Excess Income.

Three Board members and the Director of Finance spoke on the motion.

Mr. McGuigan MOVED, seconded by Ms. Hopewell -

TO divide the question.

The motion carried with one no vote.

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

TO accept the final draft 2017 Golden Rain Foundation Financial Statements, as of December 31, 2017, for the year then ended, and

the proposed Independent Auditors' Report as submitted by Clifton Larson Allen LLP, hereby accepting the above mentioned Financial Statements and reports therein (Exhibit A in the agenda packet), reflecting excess income of \$128,128.

Mr. Lukoff MOVED seconded by Mrs. Damoci and carried unanimously by the Board members—

TO distribute, on a pro rata basis, in its entirety, the excess income of \$128,128 to the Mutual Corporations pursuant to Policy 5528-31 – Refund of Excess Income.

Approve CDAR Purchase

At the regular scheduled meeting of the Finance Committee on March 19, 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 \$800,000 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. Winkler MOVED, seconded by Ms. Hopewell -

TO continue the investment ladder by investing \$800,000 from the First Foundation Bank Money Market Reserve account and from proceeds of a maturing CDAR (Reserve funds) in a 52-week CDAR @ .70%, which will be fully insured by the FDIC.

Four Board members spoke on the motion.

The motion was carried with four no votes (Crossley, Gould, McGuigan and Pratt) and fourteen yes votes.

Amend Policy 5522-31, Safe Deposit Boxes

At its regularly scheduled meeting on March 19, 2018, the Finance Committee moved to amend

Golden Rain Foundation Board Meeting Minutes, March 27, 2018

Policy 5522-31, Safe Deposit Boxes, updating the policy language and specifying that two authorized persons must access the GRF safe deposit box simultaneously.

Ms. Rapp MOVED, seconded by Mrs. Reed -

TO amend Policy 5320-31, Safe Deposit Boxes, as amended.

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

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

TO replace Information Technology Services Analyst with Security Services Director.

The amended motion was carried unanimously by the Board members.

Rescind Policy 5320-31, Budgeting

At its regularly scheduled meeting on March 19, 2018, the Finance Committee moved to rescind Policy 5320-31, Budgeting; it is obsolete and does not follow current practice.

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

TO rescind Policy 5320-31, Budgeting.

Mutual Administration

Rescind Policy 1802-33, Qualified Permanent Resident Agreement

At its regularly scheduled meeting on March 13, 2018, the Mutual Administration Committee moved to rescind Policy 1802-33, Qualified Permanent Resident Agreement, as it is a form rather than a policy.

Mr. Crossley MOVED, seconded by Mr. Gould and carried unanimously by the Board members-

TO rescind Policy 1802-33, Qualified Permanent Resident Agreement.

Rescind Policy 1803-33, Co-Occupant Agreement

At its regularly scheduled meeting on March 13, 2018, the Mutual Administration Committee moved to rescind Policy 1803-33, Co-Occupant Agreement, as it is a form rather than a policy.

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

TO rescind Policy 1803-33, Co-Occupant Agreement.

Rescind Policy 1804-33, Golden Rain Foundation Request for Additional Occupant Entry

At its regularly scheduled meeting on March 13, 2018, the Mutual Administration Committee moved to rescind Policy 1804-33, Golden Rain Foundation Request for Additional Occupant Entry, as it is a form rather than a policy.

Mr. Stone MOVED, seconded by Mr. Gould and carried unanimously by the Board members-

TO rescind Policy 1804-33, Golden Rain Foundation Request for
Additional Occupant Entry.

Recreation Committee

Approve Lease, Building Five, Room D, Multi-cultural Resource Center

At the regularly scheduled March 7, 2018 meeting of the Recreation Committee, the Committee approved to recommend to the Finance Committee and Board of Directors the leasing of space within Building 5, Room D, for the sole purpose of a Multicultural Resource Center, under the care and operation of volunteers of the Korean American Association.

At the regularly scheduled March 19, 2018 meeting of the Finance Committee, the Committee reviewed a request from the Recreation Committee to lease a portion of Trust Property identified as Building 5, Room D (248 square feet). The Committee duly moved and approved to recommend to the Board the leasing of Trust Property, per terms and conditions of the attached lease agreement.

Mrs. Perrotti MOVED, seconded by Mr. Dodero-

TO approve a Lease Agreement between Golden Rain Foundation and the Korean American Association, for the use of Trust Property, per terms and condition of the attached lease agreement, for a portion of the Trust Property commonly identified as Building 5, Room D (248 square feet), and authorize the President to sign the agreement.

Three Board members spoke on the motion.

The motion was carried unanimously by the Board members.

Reserve Funding Request – Replacement and Refurbishment of Pianos

At its regularly scheduled meeting on March 7, 2018, the Recreation Committee (RC) duly moved

Golden Rain Foundation Board Meeting Minutes, March 27, 2018

and approved to recommend to the GRF Board of Directors upgrade of the community pianos by extending the useful life of six (6) black Yamaha upright piano through general repairs and refinishing and replacement of four (4) old brown pianos which have exceeded their useful life. Costs: Repair and touch up six (6) community pianos from Ansdell Piano - \$2,310.00, purchase four (4) refurbished pianos from Kim's Piano - \$17,027.52, total -\$19,337.00.

At its regularly scheduled meeting of March 19, 2018, the Finance Committee determined Reserve funding is available.

Mr. Pratt MOVED, seconded by Ms. Snowden and carried unanimously by the Board members—

TO allocate Reserve funding, for Asset 993, in an amount not to exceed \$19,500, for the repair and touch up of six community pianos from Ansdell Piano and the purchase of four refurbished pianos from Kim's Piano as part of the Community Piano Upgrade Program.

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

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

Reserve Funding Request – Amphitheater, Sound System Upgrades

At its regularly scheduled meeting on March 7, 2018, the Recreation Committee duly moved and approved to recommend to the GRF Board of Directors replacement of the Amphitheater sound system due to its age, condition and poor quality. Of note: the study did not take into considered the full scope of the sound system (multiple soundboards, mixers, speakers, microphones and all associated and required components comprising the sound system. Quotes were received from TM Consulting (\$119,241.80) and GNI Void Production (\$110,200.00). At its regularly scheduled meeting of March 19, 2018, the Finance Committee determined the acceleration of Reserve funds is feasible.

Mr. Gould MOVED, seconded by Mr. Moore –

TO approve the replacement of the Amphitheater sound system, comprised of components as identified upon the estimate dated March 5, 2018, TM Consultants, in an amount not to exceed \$120,000, Reserve funding, and authorize the President to sign the applicable documents.

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

The motion was carried unanimously by the Board members.

Operating Funding Request – Golf Course Tree Trimming Contract

The Physical Properties office sent out to bid requests for proposals for tree trimming the golf course. Quotes have been solicited from:

BIDDER	YEAR ONE	YEAR TWO	YEAR THREE	TOTAL BID FOR THREE YEARS
BrightView Landscape Services	\$11,757.	\$10,684.	\$11,757.	\$34,198.
Anguiano Lawn Care (John's)	\$7,280.	\$7,280.	\$7,280.	\$21,840.
Peterson's Tree Works	\$16,280.	\$17,280.	\$17,990.	\$51,550.
Tree Pros	\$11,185.	\$11,185.	\$11,185.	\$33,555.

At its regularly scheduled meeting on March 7, 2018, the Recreation Committee duly moved and approved to the GRF Board of Directors to contract with Anguiano Lawn Care, for three years, in the amount \$21,198.00, for the golf course tree trimming.

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

TO approve Anguiano Lawn Care, for a three year contract, in the amount of \$21,198.00, budgeted Operating funds, for the golf course tree trimming, and authorize the President to sign the contract.

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

The Board members concurred to discuss this agenda item at the April Board meeting.

Security, Bus & Traffic Committee

Capital Funding Request – Surveillance system Expansion, Amphitheater

Given growing attendance at concerts and additional functions within the amphitheater complex, expansion of the surveillance system with remote monitoring and recording would greatly enhance the ability to investigate any incident that may occur.

The Security Department prepared a proposed camera placement plan (attached in agenda packet) and presented it to the IT Department for their input, hardware costs, as well as obtaining estimates from the Physical Properties department for installation (GRF Staff) and materials.

Cameras	\$4,488.11	Wire, conduit, fittings, etc. GRF, 110 hours @ \$42
Lenses	\$835.59	
Switches	\$279.00	
Materials	\$5,180.27	
Labor	\$4,620.00	
Total	\$15,402.97	

At the regularly scheduled March 14, 2018 meeting of the Security Bus and Traffic Committee, the Committee reviewed plans for the expansion of the surveillance system and unanimously moved to forward a request to the Finance Committee for available Capital funding, and, upon securing funding, forward a request to the GRF Board.

At its regularly scheduled meeting on March 19, 2018, the Finance Committee determined Capital funding is available for the proposed project.

Mr. McGuigan MOVED, seconded by Mr. Dodero -

TO approve the expansion of the surveillance system, in the amount of \$15,402.97, Capital funding, and authorize the Executive Director to initiate the purchases.

Two Board members and the Security Services Director spoke on the motion.

The motion was carried unanimously by the Board members.

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council Member Sandra Massa Lavitt provided an update of the City of Seal Beach Council meeting.

CONTROLLER'S REPORT

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

EXECUTIVE DIRECTOR'S REPORT

The Executive Director provided a written report for the Board and spoke on the progress of Mission Park and Veteran's Plaza projects as well as reports of shareholder/member payment concerns.

BOARD MEMBER COMMENTS

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

ADJOURNMENT

The meeting was adjourned was at 1:04 p.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
dfb

DRAFT



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: RESERVE FUNDING REQUEST - ADMINISTRATION BUILDING: ELEVATOR
DATE: APRIL 5, 2018
CC: FILE

The Administration Building elevator installed in 1988, has exceeded its useful life:

- Has required frequent and expensive repairs over the past 2 years
- On several occasions, members unable to use the stairs could not attend meetings in the upstairs conference room or had to use the stairs to get to the second floor due to the failure of the elevator
- On a few occasions, people have been trapped inside for a period of time

It has been recommended by Thyssen Krupp, our current elevator service contractor, to conduct a major retrofit (replacement of controls, pump, pump reservoir, wiring) of Trust Asset 1800, (Reserve cut sheet attached).

Thyssen Krupp has provided an estimate of \$72,631, dated April 13, 2018 (proposal attached).

Due to contractual provisions "Work Not Included", staff recommends contingency funding in the amount of \$20,000 (Code updates, electrical, hazardous waste disposal services, permits, taxes, fire systems, etc.).

Note: Elevator may be completely out of service 4-6 weeks.

Due to the importance of the elevator, staff recommends the replacement be treated as an emergency and fast tracked to the April 24, 2018, Board meeting for approval.

At its regularly scheduled meeting on April 16, 2018, the Finance Committee determined sufficient Reserves funds are available.

I move to approve the acceleration of Reserve funding, for the replacement of Asset ID 1800, Elevator, Administration Building, in the amount of \$77,631 (\$72,631 and a \$20,000 contingency), and authorize the President to sign the contract. The Board further authorizes the Chair of the Physical Properties Committee to review and approve the use of contingency funds.

thyssenkrupp Elevator Corporation

Modernization Proposal



April 13, 2018

Purchaser:	Golden Rain Foundation	Location:	13531 ST ANDREWS DR
Address:	PO Box 3519		13531 Saint Andrews Dr
City/State/Zip:	Seal Beach, CA 90740-7519		Seal Beach, CA 90740-4701

On behalf of thyssenkrupp Elevator, I am pleased to provide this multi-page proposal to modernize the elevator equipment described herein, Admin Elevator (US279336) at the above referenced location. This proposal is valid for 45 days.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased Durability and Reliability
- Improved Fire and Life Safety Features
- Decreased waiting times
- Reduced Energy Consumption
- Reduced Operational Cost
- Reduced Troubleshooting Time

If you have any questions or concerns, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

A handwritten signature in black ink that reads "Dylan Rolfe".

Dylan Rolfe
Account Manager
dylan.rolfe@thyssenkrupp.com
+1 714-941-2309

SCOPE OF WORK

Group 1	HYDRAULIC	\$72,631.00
	<i>St #113412</i>	
Pump Unit		
Power Unit (Adjacent)	New - Power Unit (Adjacent)	
Isolated Coupling	New - Isolation Couplings	
Shut Off Valve	New - Shut Off Valve Kit	
Oil	New - Oil	
Oil Threader setup	New - Oil Threader setup	
Remove Oil	New - Remove Oil	
Control System		
Controller (tank mounted)	New - Controller (tank mounted)	
Machine Room Wiring	New - Machine Room Wiring	
Car Door Equipment		
Complete Front Door Package	New - Complete Front Door Package	
Door Detectors	New - Infrared door detector	
Front Mechanical Restrictor Package	New - Front Car Door and Hatch Side Restrictors (vanes)	
Cab/Platform/Car Fixtures		
Sling	Reused - Sling	
Platform	Reused - Platform	
Cab Enclosure Complete	Reused - Cab Enclosure Complete	
Cab Interior	Reused - Cab Interior	
Car Door	Reused - Car Door	
Car Sill	Reused - Car Sill	
Flooring	Reused - Flooring	
Main Car Station	New - Main Car Station Includes: Custom finish, Applied panel, Braille Plates, Digital Position Indicators, Standard Key Switch Package, Locked Service Cabinet, ADA Phone System, Emergency Light, Swing Return (TKE Cab only), Vandal Resistant Floor Buttons	
Car Position Indicator	New - Car Position Indicator	
Car Traveling Lantern	New - Car Riding Lantern (Standard)	
Hands Free Phone	New - Hands Free Phone	
Emergency Lighting	New - Emergency Lighting	
Hall and Lobby Fixtures		
Hall Stations (excluding Egress)	New - Hall Stations (excluding Egress)	
Egress Hall Stations (Lobby)	New - Egress Hall Stations (Lobby)	
Jamb Braille	New - Jamb Braille	
Hall Lantern	New - Hall Lanterns	
Hoistway Access Station	New - Hoistway Access Switch	
Hoistway Equipment		
Leveling Unit / Landing System	New - Leveling Unit / Landing System	
Hoistway Door Equipment		
Entrance Frames	Reused - Entrance Frames	
Entrance Doors	Reused - Entrance Doors	
Hoistway Sills	Reused - Hoistway Sills	
Hatch Door Equipment (complete)	New - Hatch Door Equipment (complete)	

Gibs	New - Gibs
Interlocks and Pickup Assemblies	New - Interlocks and Pickup Assemblies
Hoistway Wiring	
Traveling Cable / Car Wiring	New - Traveling Cable / Car Wiring
Hoistway Wiring	New - Hoistway Wiring Package
Pit	
Buffers	Reused - Spring Buffer (pair)
Jack Packing	New - Jack Packing
Overspeed (Rupture) Valve	New - Overspeed (Rupture) Valve Kits
Steel Casing	Reused - Steel Casing
Testing	
Adjusting and Pretest	New - Adjusting and Pretest
Inspection	New - Inspection
Miscellaneous	
Toe Guard	New - Toe Guard

INSTALLATION SEQUENCE AND SCHEDULE

The following is a list of some of the key tasks that comprise a typical modernization, along with their sequence and approximate durations or lead times for each such task:

Surveying and Ordering	2 - 4 Weeks
Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice:	10 - 12 Weeks
Modernization of elevator system (Per Unit) : (After completion of all required preparatory work by others)	4 - 6 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of thyssenkrupp Elevator's control, are subject to change without notice to Purchaser and shall not be binding on thyssenkrupp Elevator.

All work specified herein will be performed from 6:00 AM to 2:30 PM, except scheduled union holidays ("regular working hours of regular working days"). If, after the execution of this Proposal, overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Proposal.

One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules. Temporary use of the equipment is not included in this Proposal.

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, thyssenkrupp Elevator will provide Purchaser with a separate and additional proposal to comply with such changes at an additional cost. It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all

applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

No permits or inspections by others are included in this work, unless otherwise indicated herein. The price of this Proposal only includes one (1) inspection by the applicable authority having jurisdiction. At the conclusion of its work described herein, thyssenkrupp Elevator will perform all tests required by the applicable authority having jurisdiction to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes and will provide Purchaser with copies of reports generated in conjunction with completed tests. Should the equipment fail any test due to reasons that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, or should the applicable authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal the Purchaser shall bear sole financial responsibility for (A) addressing those items, (B) the cost of the performance of any re-tests or additional inspections and (C) the labor incurred by thyssenkrupp Elevator to re-test the equipment or to attend those additional inspections at thyssenkrupp Elevator's current billing rate as posted at its local office. thyssenkrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.

Should the Purchaser or the local authority having jurisdiction require thyssenkrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate thyssenkrupp Elevator for its time at thyssenkrupp Elevator's current billing rate as posted at its local office.

Upon notice from thyssenkrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with thyssenkrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of thyssenkrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute thyssenkrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

At the conclusion of its work, thyssenkrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in thyssenkrupp Elevator's sole opinion, is neat and clean.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to thyssenkrupp Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with thyssenkrupp Elevator. The following is a list of those items that are not included in this Proposal:

1. Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense.
2. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. thyssenkrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. thyssenkrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
3. Electrical:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;

- c. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - d. wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions
 - f. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - g. automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
 - h. electrical cross connections between elevator machine rooms for emergency power purposes
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, thyssenkrupp Elevator will provide Purchaser with a written change order for Purchaser's execution.
- 4. Machine Room:** a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
 - 5. Heat and Smoke Sensing Devices:** heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
 - 6. Dedicated Telephone Lines:** a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
 - 7. Removal of Obstructions:** the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);
 - 8. Fire Rating:** the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
 - 9. Flooring:** all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
 - 10. Painting:** all painting, except as otherwise specifically included herein;
 - 11. Waterproofing:** ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
 - 12. If entrances are replaced:** adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;
 - 13. Hydraulic jack replacement:**
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, thyssenkrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at thyssenkrupp Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;

- c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, thyssenkrupp shall immediately advise the Purchaser and costs will be extra to the contract;
- d. in ground protection systems other than thyssenkrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- f. engineering, provision and installation of methane barriers or coordination/access;
- g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
- h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- i. any spoils or water testing;

In the event another subcontractor requires pit access during the modernization process, upon a request from Purchaser, thyssenkrupp Elevator will park the elevator at an upper landing and lock and tag out the equipment at no additional cost in exchange for Purchaser's agreement to remain solely responsible for (A) providing its subcontractor with any and all means and methods to access the pit, (B) properly safeguarding and barricading all landings and hoistway openings and (C) providing all supervision of and control over that subcontractor, the landings, hoistway openings and pit. Upon notice to thyssenkrupp Elevator from Purchaser that its subcontractor has completed its task and no longer requires pit access, thyssenkrupp Elevator will remove its lock and tag from the elevator.

In the event that thyssenkrupp Elevator, in its sole opinion, believes that asbestos is present in either the car or hoistway doors the drilling of any doors shall be expressly excluded from thyssenkrupp Elevator's scope of work and shall be performed by others at Owner's/Contractor's direction and solely at Owner's/Contractor's expense.

This Proposal does not include any maintenance, service, repair or replacement of the modernized equipment or any other work not expressly described herein. thyssenkrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

WARRANTY

thyssenkrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of thyssenkrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer, whichever occurs first. This warranty is in lieu of any other warranty or liability for defects. thyssenkrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance or service and shall not be construed to mean that thyssenkrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will thyssenkrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give thyssenkrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and, provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, thyssenkrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. thyssenkrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall thyssenkrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each applicable unit.

PAYMENT TERMS

Purchaser agrees to pay the sum of Seventy Two Thousand Six Hundred Thirty One Dollars (\$72,631.00) for the work described in this Proposal. This price is expressly contingent on the completion of thyssenkrupp Elevator's work as described in this Proposal by December 31, 2018. In the event that such work is not completed by December 31, 2018 due in part to reasons outside of thyssenkrupp Elevator's control, Purchaser agrees that thyssenkrupp Elevator shall automatically be entitled to a change order addressing any increase in thyssenkrupp's cost of labor and materials.

Price includes shipping and delivery and material use tax or factor tax imposed on thyssenkrupp Elevator as of the date that thyssenkrupp Elevator first offers this Proposal for Purchaser's acceptance but does not include sales or gross receipts tax that may be billed in addition to the contract price. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or thyssenkrupp Elevator on account of the work described in this Proposal as a result of any law enacted after the date that thyssenkrupp Elevator first offered this Proposal for Purchaser's acceptance.

In the event Purchaser defaults on any payments due under this Proposal or breaches any of its obligations under this Proposal or any change orders, thyssenkrupp Elevator expressly reserves the right to declare the unpaid balance of the price of this Proposal (including any change orders) immediately due and payable along with the right to discontinue its work until such time as it has received written assurances from Purchaser to thyssenkrupp Elevator's satisfaction that the breach(es) will be immediately cured (and in the event of a delinquent payment that future payments will be made as they come due).

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from thyssenkrupp Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement, and its receipt will trigger the ordering of material to complete the scope of work description.

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or thyssenkrupp Elevator staging facility. thyssenkrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work description.

It is agreed that there will be no withholding of Retainage from any billing and by the customer from any payment.

Proposal Price:		\$72,631.00
Engineering / Pre Prod / Shop	(50%)	\$36,315.50
Drawings / Submittals:		
Material Furnished:	(50%)	\$36,315.50

The remainder of the Proposal amount, including change orders that are created in a manner consistent with the process outlined in this proposal, is due at the time of completion and approval by the applicable authority having jurisdiction (if any), but prior to turnover of the equipment by thyssenkrupp Elevator to the Purchaser for use. If this Proposal includes more than one (1) unit, final payment shall be made separately as each unit is completed and approved by the applicable authority having jurisdiction (if any).

TERMS AND CONDITIONS

thyssenkrupp Elevator's performance of this Proposal is contingent upon Purchaser furnishing thyssenkrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of any equipment described in this Proposal. It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during thyssenkrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event thyssenkrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than thyssenkrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against thyssenkrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Proposal shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal. In the event any portion of this Proposal is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Proposal.

In no event shall thyssenkrupp Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages.

This Proposal shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. thyssenkrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. thyssenkrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of thyssenkrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Seventy Two Thousand Six Hundred Thirty One Dollars (\$72,631.00).

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized thyssenkrupp Elevator manager.

thyssenkrupp Elevator Corporation:	(PURCHASER):
<p>By: _____ (Signature of thyssenkrupp Elevator Representative)</p> <p style="text-align: center;">Dylan Rolfe Account Manager dylan.rolfe@thyssenkrupp.com +1</p> <p style="text-align: center;">04-13-2018</p> <p>_____</p> <p style="text-align: center;">(Date of Submission)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p style="text-align: center;">Mark Weaver</p> <p>_____</p> <p style="text-align: center;">(Print or Type Name)</p> <p>_____</p> <p style="text-align: center;">(Print or Type Title)</p> <p>_____</p> <p style="text-align: center;">(Date of Acceptance)</p>
<u>thyssenkrupp Elevator Corporation Approval</u>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____</p> <p style="text-align: center;">(Date of Approval)</p> </div> <div style="width: 45%;"> <p>_____</p> <p style="text-align: center;">(Signature of Branch Representative)</p> <p style="text-align: center;">Steven Ruge Sales Manager</p> </div> </div>	



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation
Attn: Accounts Receivable Dept.
1265 E Fort Union Blvd Ste 350
Cottonwood Heights, UT 84047-5624

Attn: Mark Weaver

Date	Terms	Reference ID	Customer Reference # / PO
April 13, 2018	Immediate	ACIA-1EPZVI4	

Total Contract Price: \$72,631.00

Engineering / Pre Prod / Shop Drawings (50%) \$36,315.50
/ Submittals:

Amount Due upon Acceptance: \$36,315.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1. To make a payment by phone, please call 801-449-8270 with the reference information provided below.

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:
Location Name: 13531 ST ANDREWS DR
Customer Number:

Remit To:
thyssenkrupp Elevator
Attn: Accounts Receivable Dept.
1265 E Fort Union Blvd Ste 350,
Cottonwood Heights UT 84047-
5624

Reference ID:	ACIA-1EPZVI4
Remittance Amount:	\$36,315.50



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: MISSION PARK, ADDITIONAL CONCRETE REMOVAL AND REPLACEMENT, GRADING AND DRAINAGE
DATE: APRIL 16, 2018
CC: FILE

The approved conceptual plans for Mission Park (Exhibit A), provided funding for new (*emphasis added*) concrete as follows:

Flat Work Concrete and Grading		
L	Walk ways	\$3,500
Q	Concrete	\$8,000
S	Gathering Area	\$7,350
Sub Total		\$18,850

Once the Multipurpose courts were installed, a site survey noted the need to remove all concrete from around Clubhouse Two to establish proper drainage away from the building.

MJ Jurado provided Estimate 17-0369 (attached for the installation of the concrete as noted in the original plans and includes removal and replacement of all concrete, required grading and drainage).

Jurado Proposal	\$52,051
Original Estimate	\$18,850
Additional Funding Requested	\$33,201

The approved budget for Mission Park included a \$30,000 contingency for such needs. As the project is still in the early stages and additional electrical has been identified to replace the wiring and conduit to the existing lights, an additional \$33,201 of Capital funds are requested, allowing the contingency funds to remain, pending any other unforeseen need.

I move to approve additional Capital Funding, in the amount of \$33,201, for the project 841-17, identified as Mission Park and further approve the MJ Jurado proposal 17-0369, in the amount of \$52,051, and authorize the President to sign the contract.

Exhibit A

Mission Park



Conceptual Layout Previously Approved

Exhibit B



Mission Park - Proposed Revisions

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN AND REVIEW COMMITTEE
SUBJECT: MAIN GATE: REPLACEMENT OF BENCHES, REFUSE RECEPTACLE
REPLACEMENT
DATE: APRIL 10, 2018
CC: FILE

Recommendations have been made to replace the benches, trash and ash cans around the Main Gate Building. The Architectural Design and Review Committee, at its April 9, 2018 meeting, unanimously agreed to replace the following with the approved ADRC selections (see attached):

- Five Benches
- Three Trash Containers
- Two Ash Cans

I move to authorize the Executive Director purchase five benches, three trash containers, and two ash cans for the replacement of the same around the Main Gate Building, at a cost not to exceed \$7,110.91 (includes tax not in attached quote), funding from contingencies of the Main Gate Entrance Project.

POB 88
Russellville, AL 35653

Phone: 877.548.3783
Fax: 215.243.7230

Prepared By Craig Shaw
Email ecshaw@lcfurn.com

Created Date 4/10/2018
Quote Number 00035569




Contact Name Julie Rodgers
Phone (562) 472-1307

Email julier@lwsb.com

Bill To Name Leisure World Seal Beach
Bill To P.O. Box 3519
Atten: Accounts Payable
Seal Beach, CA 90740
USA

Ship To Name Leisure World Seal Beach Warehouse
Ship To 2601 Westminster Ave
Seal Beach, CA 90740
USA
Ship via LTL

Management Company Golden Rain Foundation

ProductImage	Product	Product description	Quantity	Finish / FG Finish	Fabric Sling/Cush/Umb	Vinyl/Accent 1/2/3	Sales Price	Total Price
	AUC18	Ash Urn	2.00	Text. Bronze /	//	///	\$212.66	\$425.32
	BN72	6' Cambridge Steel Bench	5.00	Text. Bronze /	//	///	\$734.28	\$3,671.40
	WRC30	Architectural Waste Receptacle - 30 gal capacity	3.00	Text. Bronze /	//	///	\$477.97	\$1,433.91

Subtotal \$5,530.63
Tax \$0.00
Freight \$1,151.66
Grand Total \$6,682.29

Quote acceptance Information

Approved By: _____

Approval Date: _____

Terms and Conditions

- *All furniture remains the property of Leisure Creations until the invoice is paid in full.
- *The consignee is responsible for unloading and inspection of all deliveries and must note damage on the freight bill. Furniture will not be replaced if the damage is not noted on the freight bill.
- *Interest 1.5% per month on all invoices over 30 days.
- *Shipping choices F.O.B. origin or F.O.B. destination.
- *Returns require a 50% restocking fee plus the freight costs.



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS COMMITTEE
SUBJECT: RESCIND POLICY 2850-36, DISPLAY ADVERTISING COMMISSION
DATE: APRIL 12, 2018

At its regularly scheduled meeting on April 12, 2018, the Communication Committee moved to rescind Policy 2850-36, Display Advertising Commission, as it is procedure rather than a policy.

I move to rescind Policy 2850-36, Display Advertising Commission.

ADMINISTRATION**NEWSPAPER SERVICES****RESCIND****Advertising Commissions****Definitions**

New Accounts: corporations, companies and/or individuals that have never run/placed an ad with the Golden Rain *NEWS* or have not advertised with the *NEWS* for more than one year.

Existing Accounts: corporations, companies and/or individuals which advertise with the *NEWS* on a consistent or recurring basis throughout a calendar year.

House Accounts: corporations, companies and/or individuals which place advertising with the *NEWS* on a consistent basis as defined as no less than 48 ads per calendar year.

The Publications Manager and Executive Director will use and semi-annually review the schedule of commissions to be paid for obtaining advertising as stated in Policy 4191-20, Commissions.

Policy

Adopted: 9 Jul 77

Amended: 15 Jan 91

Amended: 14 Mar 14

Amended: 26 Jan 16

GOLDEN RAIN FOUNDATION
Seal Beach, California



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE MARCH FINANCIAL STATEMENTS
DATE: APRIL 16, 2018
CC: FILE

At the regularly meeting of the Finance Committee on April 16, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the March 2018 financial statements for audit.

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

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

Financial Recap – March 2018

As of the two-month period ended March 2018, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$295,758.

Major variances are:

Employment Taxes & Benefits	121,685	Favorable: P/R Taxes \$40K; Workers' Comp \$29K; Group Ins \$48K; 401(k) Match \$5K
Temporary Agency Fees	(27,161)	Temporary help for key positions.
Professional Fees	24,453	Legal expenses less than budget
Facilities Rentals & Maintenance	38,870	Repairs & Maint \$11K; Landscape \$18K; Service Contracts \$10K
Property & Liability Insurance	37,566	Favorable: Actual premiums less than budget; Est. YE variance: \$129K
Other Income	41,804	Permits \$13K; Recreation \$9L
Rental Income - Resales	36,748	Favorable: Unit sales exceeded budget
SRO Labor Cost Recovery	27,434	Favorable: Actual labor exceeded budget

	Fund Balance	Allocated For 2018 Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,429,375	\$2,142,239	\$7,287,136	9

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,806,945	\$597,880	\$1,209,065	11

Total approved unbudgeted operating expenses were \$57,347 as of year-to-date.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	169,961	
1122000	Non-Restricted Funds	16,464	
	Receivables	545,078	
	Prepaid expenses	360,191	
	Inventory of maintenance supplies	515,882	

	Total Current Assets		1,607,576
	Designated deposits		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	9,429,375	
1212500	Capital Improvement Fund-GRF	1,806,945	
1213000	Liability Deductible & Hazard Fund	204,287	

	Total designated deposits		11,940,607
	Notes Receivable		
1411000	Notes Receivable	22,813	

	Total Notes Receivable		22,813
	Fixed Assets		
	Land, Building, Furniture & Equipment	35,769,014	
	Less: Accumulated Dep'n	(23,154,841)	

	Net Fixed Assets		12,614,173
	Other Assets		-----
	Total Assets		26,185,170
			=====

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	424,066	
	Project Commitments	849,931	
	Prepaid Deposits	11,350	
	Accrued payroll & payroll taxes	490,319	
	Accrued expenses	204,697	
	Accrued property taxes	120,690	

	Total Current Liabilites	2,101,053	
	Total Liabilities		2,101,053
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	500,000	
3212000	Reserve Equity	8,803,006	
3394000	Capital Fund Equity	1,583,383	
3310000	Beneficial Interest in Trust	9,884,657	

	Total Mutuals' Beneficial Interest		20,771,046
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	(21,557)	

	Total Excess Income		(21,557)
3920000	Dep'n & Amortization		(3,142,811)
	Net Stockholders' Equity		24,084,116

	Total Liabilities & Stockholders' Equity		26,185,170
			=====

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of March 2018

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 2/28/2018	500,000	9,270,846	1,769,649	204,287	2,903	11,747,686
Funded: Assessments		100,000				100,000
Funded: Membership Fees collected	(40)	60,182	60,182			120,364
Funded: M17 Lease Fees collected	(1)	230	230			459
Funded: Interest on Funds		4,690				4,690
Progress Payments on CIP						-
Expenditures		(6,573)	(23,115)			(29,688)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
Transfers between funds						-
Interest Income Allocation						-
Net Monthly Activity					13,560	13,560
Balance 3/31/2018	500,000	9,429,375	1,806,945	204,287	16,464	11,957,071
Net Activity	-	158,529	37,296	-	13,560	209,385

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended March 31, 2018

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	186,425	422,339	(235,914)
Current Assets	13,548,183	13,765,383	(217,200)
Current Liabilities	2,101,053	2,459,669	(358,616)
Current Ratio	6.45	5.60	
Designated Deposits:	11,940,607	11,744,782	195,825
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,409,620	1,433,147	(23,527)	(1.64)
Expense	1,339,581	1,363,350	23,769	1.74
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	70,039	69,797	242	
Year To Date	Actual	Budget	Variance	%
Income	4,121,223	4,016,073	105,150	2.62
Expense	3,877,577	4,068,185	190,608	4.69
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	243,646	(52,112)	295,758	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2018
162.00	163.06	164.96

2018 Reserve Expenditures

Cost Center	Description	2018 SPAH Unapproved	Prior Approved	Current Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	2018 Allocated Funds
								Jan-Feb	Mar	Total		
40	Replace and Refurbish Community Pianos	-	-	19,500		19,500	-	-		-	-	19,500
45	Replace Drapery and Traveler (845-17) (Completed as 03/12/18)	-	37,632			37,632	18,816	18,816		18,816	37,632	-
45	Amphitheater- Stage, Lights, Sound, Blast door, Seating	125,000		120,000		120,000	-	-		-	-	120,000
45	Amphitheater Roof and Two Outbuildings	65,000				-	-	-		-	-	-
51	Replace Four Automatic Sliding Doors (840-17)	-	29,562			29,562	-	-		-	-	29,562
51	Install New Ceiling Mounted Heat Pump- Women's Billiard Room (757-18)	-	-	5,400		5,400	-	-		-	-	5,400
53	Room Nine Roof Replacement (826-17) (Completed as 2/13/18)	-	15,000		(6,656)	8,344	-	8,344		8,344	8,344	-
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	-	1,035	1,035	78,250	921,750
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		(1,464)	176,617	161,993	-		-	161,993	14,624
79	Globe Lighting Design (730-15B) (Transfer funding from Globe project 730-15B)	-	22,919		1,464	24,383	4,464	17,027	1,892	18,919	23,383	1,000
79	Perimeter wall sections J & K (591-01B-JK)	-	650,000			650,000	84,977	-	410	410	85,387	564,613
79	St. Andrews Gate Improvements (723-14)	-	52,808		1,900	54,708	52,808	-	1,900	1,900	54,708	-
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	312,815		312,815	506,639	75,000
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	-	-	1,335	1,335	1,335	8,665
		-	-			-	-	-		-	-	-
Total Planned Reserve Expenditures		1,290,000	4,635,642	154,900	(4,756)	4,785,786	2,277,093	359,882	6,573	366,455	2,643,548	2,142,239

2018 Capital Plan

Center	Description	2018 SPAH	Prior Approved	Additional Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	Allocated Funds
		Unapproved						Jan-Feb	Mar	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	-			-	-	-		-	-	-
37	Access Control	100,000	-			-	-	-		-	-	-
45	Amphitheater Surveillance Camera System	-	-	15,403		15,403	-	-	1,250	1,250	1,250	14,153
47	RV Lot General Operational Requirements- portable office, electrical, awning, lot gravel & level pad (815-17)	-	28,000			28,000	18,735	491	1,206	1,696	20,431	7,569
47	RV Lot Electrical Upgrade- 400 amps (837-17)	-	28,085	11,854		39,939	-	-	12,976	12,976	12,976	26,963
48	Pool Area Planning- replace/enhance or modify (850-17)	-	25,000			25,000	-	-	3,100	3,100	3,100	21,900
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	-	3,500	3,500	51,500	278,500
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) (Completed as 2/13/18)	-	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)	-	42,040			42,040	7,040	-		-	7,040	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 (849-17)			75,000		75,000	-	-		-	-	75,000
79	Main Gate Study	7,500	-			-	-	-		-	-	-
79	Install Screening Fence for Administration Generator (852-18)	-	-	1,200		1,200	-	-	1,084	1,084	1,084	116
Total Planned Capital Acquisitions		1,582,500	937,083	103,457	-	1,040,540	402,274	17,271	23,115	40,386	442,660	597,880

Total Remaining Expenditures for Approved and Future Projects	2,180,380
Fund Balance	1,806,945
Deficit	(373,435)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CDAR PURCHASE
DATE: APRIL 16, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 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 April as well.

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

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

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: LEASE, CARE
DATE: APRIL 16, 2018
CC: FILE

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists of real property located at 1661 Golden Rain Road, Building E, Seal Beach, California, 90740, commonly identified as Clubhouse 6 (CH6).

The primary use of the property, identified as CH6, is a general use amenity for the members of GRF and further contains a 709 square foot apartment (CH6 Apartment) on the first floor which has been generally used for accommodation of ambulance service support staff for community rapid response (Exhibit A).

Under Article VII, Section A, of the Trust, which states:

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

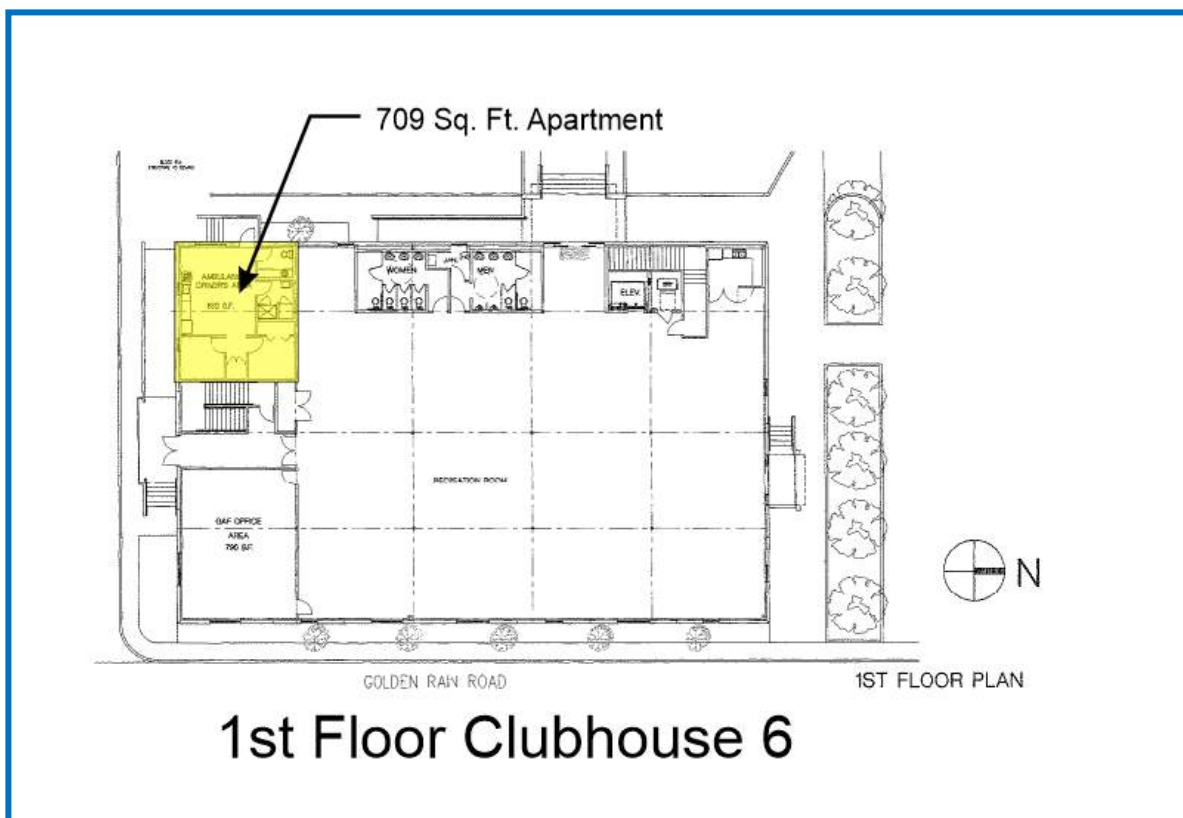
Per Article VII, Section A, of the Trust, the GRF Board has the sole authority over the use Trust Property. Further, the GRF Board must act in a manner which represents the mutual benefit of all members of GRF. As such, the Board, in its authority, has deemed the best mutual use of the area identified as the CH6 Apartment.

At the regularly scheduled meeting of the Finance Committee on 16, 2018, the Committee duly moved and approved to recommend to the Board, a lease agreement (attached) between GRF and CARE for the exclusive use of Trust Property identified as the CH6 Apartment, for the following general terms.

- Term, 2 years, May 1, 2018 to April 31, 2020.
- Monthly lease \$3,000 (\$36,000 annually)

I move to approve a lease (May 1, 2018 to April 31, 2020) between the Golden Rain Foundation and CARE, a California Corporation, for the **limited** use of Trust Property identified as the CH6 Apartment, per terms and conditions of the attached agreement, in the amount of \$3,000 per month, and authorize the President to sign the lease conditioned upon CARE's submission of all documents required under the agreement.

Exhibit A



LEASE AGREEMENT – CARE CORPORATION

This lease agreement is made on May 1, 2018 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Non-profit Mutual Benefit Corporation (hereinafter referred to as "GRF"), and Care Ambulance Service (hereinafter referred to as "CARE"), who agrees as follows:

1. RECITALS

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

- a. GRF is the Trustee of the Premises which consists of Trust Property area commonly identified as Clubhouse 6, 1661 Golden Rain Road, Seal Beach CA, 90740 (hereinafter the "Premises").
- b. **CARE** is willing to lease the approximately 475 square feet within the Premises, (1st floor, 2-bedroom apartment) including two (2) dedicated Ambulance parking spaces adjacent to the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CARE** has examined the Premises and fully accepts its present condition.

2. TERM

- a. Initial Term: The term of this lease shall be twenty-four (24) months, commencing May 1, 2018 and shall expire April 30, 2020. GRF and/or **CARE** may terminate the Agreement at any time upon thirty (30) days' advance written notice.
- b. Renewal Term: Following the expiration of the Initial Term, CARE shall have the option to renew the lease for an additional three (3) year term. To invoke the option for the Renewal Term, CARE shall notify GRF of its intent to extend the Agreement, in writing, pursuant to the notice provisions contained in the agreement at least one hundred-eighty (180) days prior to the expiration of the Initial Term. Additional Renewal Terms may only be affected by the written agreement of both parties.

3. ANNUAL RENTAL AND TAXES

CARE shall pay to GRF an annual rent of thirty-six thousand (\$36,000) per year, three thousand (\$3,000) per month, payable on or before the first day each month and is subject to late fees of ten percent (10%) of the balance due as additional rent if not paid within ten (10) days after the due date.

Rent shall be mailed to:

Golden Rain Foundation
Attn: Cashier
PO Box 2069
Seal Beach, CA 90740

LEASE AGREEMENT – CARE CORPORATION

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

4. USAGE

CARE wishes to lease this space for the purposes of providing quick response to the community as well as the surrounding area.

- a. Use the assigned room within Premises is for the sole purpose of providing general living accommodations.
- b. On duty CARE staff, may use GRF amenities within Clubhouse 6 (Fitness and Ping Pong) subject to applicable GRF policies in the use of the amenities.
- c. GRF will provide four (4) onsite parking passes for the use of CARE on duty personal. Due to limited number of parking stalls, parking shall be restricted to the transit lot located at Clubhouse 4 and as identified below.
 - i. Cost to replace a pass is fifty (\$50)
- d. All CARE staff in operation of personal vehicles upon Trust Property must comply with all posted traffic control devices and are subject to all applicable GRF Policies.

Approved CARE on duty personal parking locations



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

- e. **CARE** and each of its employees, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- f. **CARE** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.

LEASE AGREEMENT – CARE CORPORATION

- g. **CARE** shall comply with all of the regulations and rules of **CARE** use of the Premises including, without limitation, the obligation, at **CARE** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- h. **CARE** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- i. **CARE** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CARE** personal property and equipment stored at the Premises.
- j. **CARE** shall procure any and all permits required by law to operate the business of **CARE** at the Premises.

5. DISCLAIMER

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

6. INDEPENDENT CONTRACTOR

CARE shall operate as an independent contractor, maintaining its own corporation as a distinct and separate entity from GRF. **CARE** acknowledges and agrees that all acts by **CARE** are as a fully independent corporation and that it has no ties, obligations and/or working relationship with GRF independent of this Agreement. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of **CARE** or its personnel. Further, **CARE** acknowledges and agrees that its employees, staff and agents shall have no authority to enter into contracts on behalf of GRF or to create obligation on the part of GRF.

7. MAINTENANCE

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

- a. **CARE** shall be liable for any damage to the Premises resulting from the acts or omissions of **CARE**, its employees, guests or any of its authorized representatives_____. (Initials)
- b. **CARE** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CARE** to remove any

LEASE AGREEMENT – CARE CORPORATION

alteration that **CARE** has made to the Premises. If GRF so elects, **CARE** at its cost, shall restore the Premises to the original condition.

- c. If **CARE** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative has received written notice from **CARE** 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.
- d. GRF will inspect the premises at least once annually or as requested with seventy (72) hours' notice, any deficiencies noted, will be issued to CARE with a general notice of thirty (30) days to cure.
- e. GRF reverses the right to enter the Premises at any time upon an emergency as defined as (fire, flood, natural disaster, emergency repairs to facilitate Premises operation)

8. UTILITIES AND SERVICES

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

9. INDEMNITY & INSURANCE

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

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

- b. Insurance: **CARE**, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement, general liability insurance against any and all claims for injuries to persons or damages to

LEASE AGREEMENT – CARE CORPORATION

property occurring in, upon or about the Premises, as well as for all damages related to medical malpractice or malpractice of any other kind. GRF shall be named as an additional insured on **CARE's** general liability policy or policies and shall provide a certificate of insurance to GRF upon execution of this Agreement. **CARE's** policies, as required herein, shall not be canceled, including without limitation, for nonpayment of premium, or materially amended without thirty (30) days' prior written notice to Owner. Said insurance shall at all times be in an amount of not less than twenty-five (\$25) million with respect to damage to property. **CARE** shall also maintain workers' compensation insurance in statutory form.

10. ASSIGNMENT

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

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

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

11. DEFAULT

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

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

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

LEASE AGREEMENT – CARE CORPORATION

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

- d. GRF may terminate this lease and **CARE** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- e. No act by GRF other than giving notice to **CARE** shall terminate this Agreement.
- f. GRF, at any time after **CARE** commits a default, can cure the default at **CARE** cost. If GRF at any time, by reason of **CARE** 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 **CARE** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

12. RIGHT OF ENTRY

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

13. NOTICE

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

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 7 of this Agreement.

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

14. WAIVER

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

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

LEASE AGREEMENT – CARE CORPORATION

15. ATTORNEY'S FEES

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

16. MISCELLANEOUS

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

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

CARE CORPORATION

(*signature*)

Print

Date

Billing/Mailing Address



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: LEASE RENEWAL, RV CLUB
DATE: APRIL 16, 2018
CC: FILE

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists generally of a 5 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 (RV LOT).

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

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

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

The lease agreement for the exclusive use of Trust Property between GRF and the RV Club will be expiring on May 31, 2018 (copy of existing lease attached).

Option A:

I move to approve a one year lease (June 1, 2018 to May 31, 2019) between the Golden Rain Foundation and the Leisure World Trailer Club, a California Corporation, for the **limited** use of Trust Property identified as the RV LOT, per terms and conditions of the existing agreement in the amount of \$1.00 per year, and authorize the President to sign the lease conditioned upon the RV Clubs submission of all items required under the agreement.

Option B

I move to provide thirty (30) day notice to the RV Club of non-renewal of the lease agreement for the limited use of Trust Property identified as the RV LOT.

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

I. OPENING CLAUSES

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

- a) The original Lease Agreement between GRF and CLUB was entered into July 1, 1981, and last renewed January 1, 2012, which agreement is hereby terminated and superseded by this Lease Agreement.
- b) GRF is the owner (in Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. CLUB is willing to lease a portion of these premises consisting of the northerly 4.67 acres from GRF pursuant to the provisions stated in this Lease (referred to herein as the "premises" unless the context indicates otherwise).
- c) CLUB wishes to lease a nominal portion as identified within and per terms and conditions of this agreement for the sole purpose of conducting Club functions.
- d) GRF and CLUB have examined the portion of Trust property assigned to this agreement and are fully informed of its condition.

II. PREMISES

GRF leases to CLUB and CLUB leases from GRF a portion of Trust 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, identified as 2,665 square feet at the southwest corner of the RV Lot for the placement of the Club's office and storage trailers and use of the existing tool trailer.

Note: during the term of the agreement the assigned area WILL be revised as necessitated by the replacement of the wall adjacent to the assigned area.

III. TERM

The term of this Lease shall be one (1) year commencing June 1, 2017 and ending May 31, 2018, or sooner, as provided in this Lease Agreement.

IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a) CLUB shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of one dollar (\$1.00), payable ten (10) days after this lease is signed and the club is invoiced.

LEASE AGREEMENT GOLDEN RAIN FOUNDATION AND LEISURE WORLD TRAILER CLUB

- b) All payments shall be paid to GRF at the address to which notices to GRF are given.
- c) GRF will pay all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item (b) above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount, or levies a general or special assessment on the portion of the premises documented in Section I, Item (b), that amount will be paid by GRF and the annual payment for the subsequent year will increase by the amount equal to the increase or assessment.

V. LIMITATIONS ON USE

- a) CLUB shall use the premises for the 2,665 square feet at the southwest corner of the RV Lot for the placement of the Club's office and storage trailers and use of the existing tool trailer. No other uses may be made of these premises without the prior written consent of GRF.
- b) CLUB's use of the premises as provided in this Lease shall be in accordance with the following:
 - i. CLUB shall not do, bring or keep anything in or about the premises that will result in the violation of any law and/or cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
 - ii. CLUB shall comply with all of the laws concerning the premises or CLUB's use of the premises, including with limitation, the obligation at Club to be compliant with all established GRF policies.
 - iii. 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 in the area assigned to the Club, the parties hereby agree to cancel this Lease Agreement without any cancellation notice required. Further, the Club will be solely responsible for the removal of all Club's property and any and all fees related to clean up and/or remediation of hazardous materials.
 - iv. CLUB shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property. CLUB shall at all times during the terms of this Lease and at its own cost and expense, repair replace and maintain in a good, safe and substantial condition the assigned portion of Trust property and amenities within the assigned area and any improvements thereon and shall use all reasonable precaution to prevent waste, damage or injury to the assigned Trust property.
 - v. Any Club vehicles and/or trailers, sheds, etc. must have GRF Security provided stickers to show proof of registration of the vehicles/trailers using the assigned proportion of Trust property. Club must show proof of a valid driver's license, liability insurance and vehicle registration.
 - vi. Club shall keep the assigned area clean and free of clutter at all times. All materials must be stored within the assigned area. All trash is to be placed in trash containers. No debris shall be tossed or left on the ground.
 - vii. No hazardous materials are to be maintained, stored or disposed of in the assigned area.
 - viii. Club and its members shall not conduct commercial enterprise on the premises.

- ix. CLUB may adopt rules for the assigned area, but such rules must be consistent with and must not contradict this agreement. All rules and any changes must be on file in the Recreation Department.
- x. No sleeping, living or cooking in the assigned area at any time.
- xi. Only members of GRF can be Club members, per Recreation policy.

VI. MAINTENANCE

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

- a) CLUB shall be liable for any damage to the premises resulting from the acts or omissions of CLUB or its authorized representatives.
- b) GRF shall not have any responsibility to maintain the assigned area.
- c) CLUB shall not make any alterations to the assigned area without GRF's written consent. Any alterations made shall remain on and be surrendered with the assigned area on expiration or termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require CLUB to remove any alteration that CLUB has made to the assigned area. If GRF so elects, CLUB, at its cost, shall restore the assigned area to the condition designated by GRF in its election before the last day of the term.
- d) If CLUB makes any alterations to the assigned area as provided in this paragraph, the alterations shall not be commenced until thirty (30) days after GRF has received notice from CLUB stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

VII. MECHANIC'S LIENS

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

The bond shall meet the requirements of Civil Code Section 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) CLUB shall make all arrangements for and pay for all utilities and services furnished to

LEASE AGREEMENT GOLDEN RAIN FOUNDATION AND LEISURE WORLD TRAILER CLUB

or used by CLUB, including without limitation, gas, telephone service, except for those utilities and services GRF is to furnish to the assigned area as set forth in the following paragraph.

- b) GRF shall pay for electricity, water and trash collection charges. DOES NOT INCLUDE DISPOSAL OF ANY MATERIALS LABELED AND OR IDENTIFIED AS HAZARDOUS WASTE.
- c) All applications and connections for necessary utility services (excepting trash and electricity) on the premises shall be made in the name of CLUB only. CLUB shall be solely liable for utility charges as they become due, including, but not limited to, those for sewer and telephone services.
- d) GRF shall not be liable for failure to furnish water to the premises when the failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

IX. INDEMNITY AND EXCULPATION, INSURANCE

- a) To the maximum extent permitted by law, GRF shall not be liable to Club for any damages to Club's or Club's property from any cause whatsoever, including without limitation, collision, fire, vandalism, or theft. Club waives, releases and forever discharges all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to Club for damage resulting from the acts or omissions of GRF or its authorized representatives.
- b) To the maximum extent permitted by law, Club 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 or relating to Club's use of the premises, including without limitation, any injury to persons or damage to property.
- c) Club shall pay the premiums for maintaining any insurance required by this Lease.
- d) Club shall maintain liability insurance covering Club property located on the assigned area (including any towing vehicle used for delivery or removal of a trailer), with limits of not less than [\$100,000] for bodily injury and property damage.
- e) Any Club activity which requires special insurance not specifically mentioned herein will be maintained by Club. Proof of such insurance shall be provided annually to GRF.

X. ASSIGNMENT

- a) CLUB shall not voluntarily assign or encumber its interest in this Lease or in the assigned area, or sublease all or part of the assigned area, or allow any person or entity to occupy or use all or any part of the assigned area, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- b) Any dissolution, merger, consolidation or other reorganization of CLUB; or the sale or

LEASE AGREEMENT GOLDEN RAIN FOUNDATION AND LEISURE WORLD TRAILER CLUB

any other transfer of the controlling percentage of the capital stock of CLUB, or the sale of fifty-one percent (51%) of the value of the assets of CLUB, shall be deemed an involuntary assignment and shall constitute a default by CLUB and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of CLUB.

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

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

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

e) Club understands and agrees that this lease does not convey any interest in the assigned area itself, and the Club here waives any and all notices to quit, and agrees to surrender the space at the expiration or termination of this lease, without any notice whatsoever. To the maximum extent permitted by law, Club waives the benefit of all stay or execution laws, including those in connection with bankruptcy or insolvency.

XI. DEFAULT

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

- i. Failure to pay monies when due;
- ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to CLUB. If a default cannot reasonably be cured within thirty (30) days, CLUB shall not be in default of this Lease if CLUB commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- iii. If CLUB assigns or attempts to assign or transfer its interests as prohibited under Article X of this Lease Agreement.

b) In the event of default as set forth in subparagraph (a) of this Section, GRF shall have the right to cancel and terminate this Lease Agreement, as well as all of the right, title, and interest of CLUB under this Lease Agreement, by giving to CLUB not less than thirty (30) days' notice of the cancellation and termination of this Lease Agreement.

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

- i. GRF can terminate CLUB's rightful possession of the assigned area at any time

LEASE AGREEMENT GOLDEN RAIN FOUNDATION AND LEISURE WORLD TRAILER CLUB

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

XII. RIGHT OF ENTRY

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

- a) To inspect the premises. GRF staff will do a monthly check of premises and vehicle conditions to determine whether the premises are in a good and safe condition and whether CLUB is complying with its obligations under the Lease;
- b) To make repairs that CLUB may neglect or refuse to make in accordance with the provisions of this Lease Agreement;
- c) To build, construct, and perform any necessary maintenance on a wall or fence which may be erected by GRF around the outside perimeter of the premises NOTE: GRF will be replacing a section of perimeter wall adjacent to the assigned area, 30 days' notice will be supplied to the Club, including action required by the Club in the construction of the wall;
- d) To serve, post, or keep posted, any notices required or allowed under the provisions of this Lease;
- e) To do any necessary maintenance or maintain water service as agreed by GRF hereinabove;
- f) GRF Security shall have the right to enter the assigned area at all times.

XIII. NOTICE

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

XIV. WAIVER

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

XV. ATTORNEYS' FEES

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

LEASE AGREEMENT GOLDEN RAIN FOUNDATION AND LEISURE WORLD TRAILER CLUB

to enforce this Lease Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding

XVI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

GOLDEN RAIN FOUNDATION

By: Linda Stone
GRF President

Date: 6.31.17

LESSEE

By: Rev. Bob Posner
Leisure World Club

Date: 6-31-17



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: RESCIND POLICY 7730, MEMBER'S PERSONAL RECORDS
DATE: APRIL 10, 2018

At its regularly scheduled meeting on April 10, 2018, the Mutual Administration Committee moved to rescind Policy 7730, Member's Personal Records, as it is covered by California statute.

I move to rescind Policy 7730, Member's Personal Records.

MUTUAL OPERATIONS**ADMINISTRATIVE SERVICES****RESCIND****Member's Personal Records**

The Stock Transfer Office maintains a record of each Member's personal background and financial status, which is classified as "Very Confidential." It is for this reason that certain procedures have been established in the handling of our records and complying with the various reproductions requests. The following procedures should be followed when certain records are required by various sources:

1. All personal records are reviewed only by the person or persons authorized by the Board of Directors, usually the President or Vice President.
2. No file is permitted to be removed from the Stock Transfer Office unless accompanied by the Stock Transfer Agent, and is properly accounted for by a signed "out" register showing file number, date and reason for removal.
3. Individual Mutual lists of Members can be obtained by completing a reproduction requisition signed by the President of the Mutual. Once completed, the roster will be issued directly to the President, who, in turn, will distribute to those requesting same.
4. Master lists of all members' addresses can be obtained by completing a reproduction requisition supplied by the Stock Transfer Office and approved by the Golden Rain Foundation Board of Directors.



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: ADOPT POLICY 1001-30, GLOSSARY OF TERMS
DATE: APRIL 10, 2018
CC: FILE

At its meeting on April 10, 2018, the Mutual Administration Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1001-30, Glossary of Terms in order to maintain consistency in documents.

I move to adopt Policy 1001-30, Glossary of Terms, as presented.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Glossary of Terms**

Active Adult Community: A residential community with recreational and educational activities for active senior adults. Assisted living, independent, and skilled nursing services are NOT provided.

Age Restricted Community: A residential community for senior adults aged 55 or over under applicable State and Federal law.

Amenities Fee: A one-time fee paid to GRF for use of Trust Property, facilities, and amenities.

Assessment: A monthly or special payment paid by the Member to GRF and/or the Mutual in accordance with the law and governing documents.

Budget: Estimate of income and expenses for a given time.

Bylaws: One of the governing documents that pertains to matters such as membership meetings, voting rights, elections, meetings of the Board of Directors, appointment of officers, and similar administrative matters.

Capital Funds: Monies set aside for the purchase of capital or fixed assets.

Caregiver: Person providing physical support to a qualified resident.

CC&Rs: Covenants, Conditions, and Restrictions (Mutual 17).

Common Area: Describes that portion of a real estate development that is shared with respect to both use and title.

Condominium or Condominium Unit: Single, individually – owned housing unit in a multi-unit building (Mutual 17 only).

Co-Occupant: Approved person residing with the stockholder or condominium owner.

Cooperative Housing: An arrangement in which an association or corporation owns a group of housing units and the common areas for the use of all the residents (Mutuals 1–12 and 14–16).

Covenants: Formal agreements or promises set forth in a deed or Occupancy Agreement.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Glossary of Terms**

Default: Failure to do something required by duty, law, or governing documents.

Eligibility: Satisfying the conditions for qualifying to reside within Seal Beach Leisure World (May be different in each Mutual).

Emotional Support Animal: Animals that provide a sense of safety, companionship, and comfort to those with psychiatric or emotional disabilities or conditions. California Civil Code 54.1.

Escrow: Process under which a legal document or property is delivered to a third person when a specified condition has been fulfilled.

Exclusive Use Common Area: Common Area designated for the exclusive use of one or more, but fewer than all of the Members and which is next to the Dwelling or Condominium Unit.

Golden Rain Foundation (GRF): Is a not for profit corporation that holds in trust, operates, and maintains the Trust Property facilities, streets and other certain improvements and amenities within the geographic area identified as Seal Beach Leisure World, for the benefit of the Members. GRF, under a management agreement, provides certain services to the Mutuals, such as administrative, financial, maintenance, and security.

Governing Documents: Articles of Incorporation, Bylaws, Occupancy Agreement, CC&Rs, and any other documents, and operating rules, which govern the operation of the associations.

Guest: See "Visitor".

Landlord Tenant Relationship:

1. Relationship between the Mutual stock co-operatives and the Members (Mutual 1-12 and 14-16).
2. Relationship where a Member leases the Unit to another qualified person (Mutual 17 only).

Leisure World: A geographic location within Seal Beach, California.

Member:

1. GRF Member - is a stockholder or condominium owner in Seal Beach Leisure World.
2. Mutual Member –

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Glossary of Terms**

- a. Mutual 1–12 and 14–16 – a shareholder/stockholder and a GRF member.
- b. Mutual 17 – condominium owner and a GRF member.

Mutual Corporations (Mutual): Entities that own, manage, and operate independent residential communities.

Non-resident: Any person who does not legally occupy a Unit within Seal Beach Leisure World.

Non-resident Co-Owner: Any person who has an ownership interest in a Unit, but cannot legally reside within that Unit.

Occupancy Agreement: The agreement between a Mutual and Member(s), under the terms of which said Member(s) is entitled to possession of their respective Unit.

Occupancy: The legal act, state, or condition of holding, possessing, or residing in a Mutual Dwelling or Condominium Unit.

Occupant: A person legally residing in a Mutual Dwelling or Condominium Unit.

Operating Fund: Monies set aside for operating expenses.

Orientation: Required new buyers “in-person” meeting with Mutual Board Director(s) and Physical Property Inspector, to discuss Mutual Rules and expectations, review condition of Unit, identify standard and non-standard items, and answer new buyer(s) questions.

Owner: Refers to the owner of a Condominium in Mutual 17.

Pet: A domesticated animal as approved and defined in the Mutual Pet Policy.

Policies: Written rules and regulations of the respective corporations.

Qualified Member: See Member definition.

Qualified Permanent Resident (QPR): As described in Civil Code 51.11.

Reserves and/or Reserve Fund: Monies set aside and identified for future repairs, replacements, or additional components.

Residential Purposes: To be used as a private dwelling and for no other purpose.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES ADOPT****Glossary of Terms**

Security: Services provided for the benefit of residents pursuant to GRF Policy 3050-37.

Service Animal: An animal that is trained and certified to do work or perform tasks for an individual with a disability. See Civil Code 54.1.

Shareholder/Stockholder: Member to whom a Stock Certificate has been issued (Mutual 1-12 and 14-16).

Stock Certificate: Legal document evidencing ownership in the corporation (Mutual 1-12 and 14-16).

Title: Legal document showing ownership rights in property (Mutual 17).

Transfer: Changing ownership of a Stock Certificate for a Mutual Dwelling Unit.

Trust:

1. Relating to GRF: A legal document granting GRF the power, authority, and duty to manage and govern property held in common by the Mutuals.
2. Relating to Shareholder/Member: Legal document in which real and personal property is held and administered by the assigned Trustee(s).

Trustee: The person who has a legal duty to manage the Trust's assets in the best interests of the beneficiary(s).

Trust Property: Property held in common for the use and benefit of the Members and administered by The Golden Rain Foundation.

Unit or Dwelling Unit: Residential units located within a stock cooperative or Mutual 17.

Visitor: A person invited by a Member to visit the Unit or Condominium. Visitors may not stay longer than 60 days in a twelve-month period and have very limited use of GRF facilities/amenities and must be accompanied by resident.

Policy:
Adopted:

GOLDEN RAIN FOUNDATION
Seal Beach, California

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST – PAINTING: AMPHITHEATER, NEWS BUILDING, OUTDOOR RESTROOMS, AND ADMINISTRATION BUILDINGS
DATE: APRIL 12, 2018
CC: FILE

It has been requested to obtain quotes for the painting of the exterior of the complete Amphitheater area and Administration Building. The Physical Properties Department received quotes from two contractors, as called out in the Vista Paint Specifications, dated 2/21/2018, as follows:

CertaPro Painters	\$38,500
Hutton Painting	\$28,800

At the April 2, 2018 Physical Property Committee meeting, the Committee reviewed the bidding contractors and cost and unanimously moved to request the GRF Board award a contract to Hutton Painting to paint the exterior of the Amphitheater area and Administration Building, at a cost of \$28,800 and include \$1,000 for contingencies, for a total cost not to exceed \$29,800, and send the request to the Finance Committee for funding review. Attached is the applicable section of the reserve study and highlighted are the funds totaling \$24,250, reserved for painting these areas in 2018.

At its regular meeting on April 16, 2018, the Finance Committee reviewed available funding for this Reserve project and unanimously resolved funding is available.

I move to award a contract to Hutton Painting for \$28,800 to paint the complete Amphitheater area and Administration Building, using the color scheme approved by the ADRC, adding \$1,000 in contingencies, for a total cost not to exceed \$29,800, Reserve Funding and authorize the President to sign the contract.

Reserve Study Dated October 2, 2017
2018 Reserve Expenditures

2018

Administration Building		
1115 Stucco - Repaint	5,800	
1116 Wood Surfaces - Repaint	4,300	
1302 Cap Sheet Roof - Re-coat	4,100	
1802 Elevator Cab - Remodel	8,000	22,200
Clubhouse #1		
361 Pole Lights - Replace	9,600	
601 Carpet - Replace	13,500	
603 Vinyl Flooring - Replace	44,000	
1115 Stucco - Repaint	10,250	
1116 Wood Surfaces - Repaint	10,050	87,400
Clubhouse #2		
361 Pole Lights - Replace	4,450	
380 Open Court Lights - Replace	17,000	
465 Canopy - Replace	3,100	
610 Stage Hardwood Floor - Refinish	3,000	
922 Theater Equipment - Replace	10,000	
928 Woodshop Equipment	37,000	
1308 Asphalt Shingle Roof - Replace	103,500	
1330 Gutter System - Replace	15,400	193,450
Clubhouse #3		
900 Kitchens - Remodel	119,000	
930 Sewing Equipment - Replace	8,500	
1302 Flat Roof - Re-coat	2,950	130,450
Clubhouse #4		
603 Vinyl Flooring - Replace	28,800	
1302 Flat Roof - Re-coat	16,550	
1308 Asphalt Shingle Roof - Replace	56,500	101,850
Building #5		
1116 Building Exteriors - Repaint	6,000	6,000
Clubhouse #6		
Amphitheater		
317 Storm Pumps - Replace	4,900	
601 Carpet - Replace	6,500	
603 Vinyl Squares Floor - Replace	13,500	
1101 Doors - Repaint	2,150	
1113 Metal Surfaces - Repaint	3,500	
1116 Wood Surfaces - Repaint	8,500	
1302 Cap Sheet Roof - Re-coat	8,200	47,250
Library		
Pool Area		
346 Solar Storage Tanks - Replace	13,000	
1200 Pool Deck - Repair/Replace	25,000	
1206 Pool/Spa Filters - Replace	5,500	
1214 Pool/Spa Pumps - Replace	3,600	
1245 Pool Cover - Replace	9,300	56,400
Golf Course		
942 Rubber Surface - Replace	6,900	
1010 Golf Course Greens	10,000	16,900
Maintenance Yard		
1115 Exterior Surfaces - Repaint	12,000	
1330 Gutter System - Replace	13,200	25,200
Resale Office		
Security Office		
1110 Ceiling Panels - Repaint	3,200	
1110 Interior Surfaces - Repaint	7,800	11,000
Combined Assets		
303 HVAC Systems - Replace	25,000	
800 Exterior Doors - Replace	10,000	35,000
Infrastructure		
201 Asphalt (Phase 3) - Resurface	937,000	
202 Asphalt (Phase 3) - Repair/Seal	52,000	
202 Asphalt (Phase 4) - Repair/Seal	52,000	
708 Gate Operators - Replace	3,200	
1702 Waterscape Shoreline - Clean/Repair	130,000	1,174,200
Miscellaneous Components		
Fleet Maintenance		
Total Expenses	1,907,300	1,907,300



**HUTTON
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FAX: (714) 779-0080

State Contractor's License No. 605263

Leisure World Administration Building Painting Agreement

Back Rolling: This application involves spraying the surface with one heavy coat of material immediately followed by rolling the surface with a heavy nap roller. The material is forced into the voids and cracks of the surface for the best possible material penetration. Back rolling is the best method of application for weathered areas of the trim and siding, as well as the garage doors.

Scope of Work: The preparation and painting of the exterior portions of the **Administration Building**.

Products: Vista Paint fine quality paint products in accordance with the Vista Paint Specifications for Leisure World Administration building dated February 21, 2018.

Price and Acceptance: To prepare and paint Administration building as specified.

<u>Description:</u>	<u>Price:</u>	<u>Initial Acceptance</u>
Administration Building (System 1- Acribond)	\$9,800.00	
Administration Building (System 2- Weather Master)	\$10,000.00	

HUTTON PAINTING

By _____

Acceptance: The above initialed price and agreement is satisfactory and acceptable. The contractor is authorized to do the work as specified.

Association Representative

Date

This agreement excludes painting the following: Anything not originally installed and anything not previously painted.

Completion time: This project will take approximately 5 working days or less to complete.

Colors: Clubhouse 6 color scheme.

3/12/18 LW Admin/Golden Rain

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Contractor shall furnish all stains, paints, labor, tools, equipment, insurance and all other necessary supplies to perform a complete job as specified.

Preparation: If these items are specified in the "Scope of Work" portion of this agreement, HUTTON PAINTING will perform the following duties.

If stucco is specified for painting: All mildewed and moldy areas of the stucco will be chlorine washed and rinsed to kill spores. Stucco will be wire brushed and scraped where necessary to remove dirt, scaly paint, and loose debris. Medium sized holes and cracks will be caulked with an elastomeric compound or patched and blended into the surface. Hairline cracks will be filled with paint as much as possible. All areas where stucco patch is applied will be spot primed before painting.

If wooden trim is specified for painting: Careful preparation and attention will be given to all weathered wood. It will be pressure washed, scraped, wire brushed, or sanded where needed. Bare wood will be primed. Miter and butt joints on fascia and trim boards, and tops of all exposed windows will be caulked with an elastomeric sealant. All protruding nails will be hammered flush.

If wrought iron is specified for painting: To remove the loose debris in areas of excessive rust and multiple layer paint build-up on the wrought iron, a grinder with a wire wheel will be used. Other areas will be hand-scraped and sanded. All bare metal and rusted areas will be spot primed with a rust inhibitive primer.

Safety shall be of the utmost importance during the progress of the work. The Contractor will take all steps to safeguard persons during the times that they are on the project.

Contractor shall make all efforts to maintain the integrity of all areas on patios, flowerbeds, and plant areas.

The Association gardening staff or the homeowner should remove any ivy or plants, which are near surfaces to be painted. In the event ivy or plants are not removed, the painters will paint around them.

The Management is provided with insurance certification for general liability and worker's compensation.

3/12/18 LW Admin/Golden Rain

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Leisure World Administration Building Painting Agreement

The Contractor shall be allowed to install a temporary storage bin and a temporary toilet facility. Contractor shall leave the Association one gallon of touch-up paint of each color or type of paint used on the project. The Association assumes total responsibility for the use, storage, and disposal of the touch-up paint.

This agreement supersedes any other written or oral agreement. Hutton Painting may withdraw this agreement if it is not accepted within 45 working days.

In the event that any or both parties go to court, the prevailing party will be entitled to reimbursement of reasonable attorney's fees.

Payment Schedule: No retainer required to initiate contract. Progress payments are due when invoiced. Approximately one progress payment will be invoiced upon completion and acceptance of work. Final payment of 10% is due upon completion of the final walk-through.

Warranty: Hutton Painting will perform touch-ups on the warranted areas for the life of the warranty at no charge. Our warranty is limited to the paint flaking and peeling for the following time periods: the stucco for six years, the wooden trim for four years and the wrought iron for two years. Areas not included in our warranty are termite and dry rot areas, work or damage done by others, repair work, excessive moisture from overwatering, retaining walls and planters. The warranty is voided if contract is not paid in full.

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.



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Leisure World Amphitheater Painting Agreement

March 12, 2018

Requested By:
George Hurtado
Physical Properties Office
P.O. Box 2069
Seal Beach, CA 90740

Submitted To:
LW Amphitheater
Seal Beach, CA 90740

We appreciate this opportunity to submit an estimate for the repainting of your property. After thoroughly inspecting the property, we respectfully submit the following recommendations for painting.

Recommendations: The following items are included in our bid:

Project Leadership: English speaking lead man will be on the project at all times and is available by cellular phone. Skilled, experienced craftsmen employed by HUTTON PAINTING will perform all work. No sub-contractors will be used.

Work Schedule: Work will be scheduled between 8 A.M. and 4:30 P.M. Monday thru Friday. A regular work crew of six to eight men will be employed on a daily basis with no work stoppages (weather permitting) until the work is complete. All employees are issued company shirts for easy identification.

Plastic All Windows: All windows will be covered with plastic sheeting in the areas to be sprayed.

Lightweight Tarps: Lightweight canvas tarps will be used to cover the foliage and patio furniture. Canvas material will protect the plants from the hot sun and allow them to breathe. Plastic sheeting may be put over very brittle plants and then removed after spray painting in the area is completed.

Mildew Treatment: -All areas where mildew and mold are present will be treated with a solution of bleach and water prior to pressure washing.

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Leisure World Amphitheater Painting Agreement

Hydro washing: This procedure uses a high-powered jet of water to clean dirt and oxidized paint pigments from the surface prior to painting. Since latex paint products are non-penetrating, it is important that the surfaces be free of all foreign matter that might inhibit the proper adhesion of the finished coat. All areas will be trenched before hydro-washing.

Back Rolling: This application involves spraying the surface with one heavy coat of material immediately followed by rolling the surface with a heavy nap roller. The material is forced into the voids and cracks of the surface for the best possible material penetration. Back rolling is the best method of application for weathered areas of the trim and siding, as well as the garage doors.

Scope of Work: The preparation and painting of the exterior portions of the Amphitheater, Surrounding Buildings and News Room is limited to the following:

MASONRY

Stucco building walls
Bathroom buildings
Trash enclosure walls
Concrete block electrical
building
Concrete block patio walls
6 Restroom interiors (full
prime)
Pony/Seating wall
Concrete curb face
Stair step striping

WOOD

Door frame

Entry doors

Fascia

Rafter tails

Siding- T-111

Soffits

Trim/Plant ons

Window trim

METAL

A/C unit conduit

Cable/wire housing

Ceiling mount light

Fixture frames

Drip flashing

Electrical enclosure

Gates/frames

Hand railing

Piping/conduit

Rain gutters/downspouts/

Scuppers

Roof flashing

Roof vents

Skylight frames

Soffit area/mesh screen

vent

Utility box covers

Wrought iron fencing

Bollards

This agreement excludes painting the following: Anything not originally installed and anything not previously painted.

Completion time: This project will take approximately 15 working days or less to complete.

Colors: Clubhouse 6 color scheme.

3/12/18 LW Amphitheater/Golden Rain

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Leisure World Amphitheater Painting Agreement

Products: Vista Paint fine quality paint products in accordance with the Vista Paint Specifications for Leisure World Amphitheater dated February 21, 2018.

Price and Acceptance: To prepare and paint Amphitheater as specified.

<u>Description:</u>	<u>Price:</u>	<u>Initial Acceptance</u>
Amphitheater, Surrounding Buildings and News Room (System 1- Acribond)	\$19,000.00	
Amphitheater, Surrounding Buildings and News Room (System 2- Weather Master)	\$7,000.00	

HUTTON PAINTING

By _____

Acceptance: The above initialed price and agreement is satisfactory and acceptable. The contractor is authorized to do the work as specified.

Association Representative

Date

Contractor shall furnish all stains, paints, labor, tools, equipment, insurance and all other necessary supplies to perform a complete job as specified.

Preparation: If these items are specified in the "Scope of Work" portion of this agreement, HUTTON PAINTING will perform the following duties.

If stucco is specified for painting: All mildewed and moldy areas of the stucco will be chlorine washed and rinsed to kill spores. Stucco will be wire brushed and scraped where necessary to remove dirt, scaly paint, and loose debris. Medium sized holes and cracks will be caulked with an elastomeric compound or patched and blended into the surface. Hairline cracks will be filled with paint as much as possible. All areas where stucco patch is applied will be spot primed before painting.

3/12/18 LW Amphitheater/Golden Rain

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Leisure World Amphitheater Painting Agreement

If wooden trim is specified for painting: Careful preparation and attention will be given to all weathered wood. It will be pressure washed, scraped, wire brushed, or sanded where needed. Bare wood will be primed. Miter and butt joints on fascia and trim boards, and tops of all exposed windows will be caulked with an elastomeric sealant. All protruding nails will be hammered flush.

If wrought iron is specified for painting: To remove the loose debris in areas of excessive rust and multiple layer paint build-up on the wrought iron, a grinder with a wire wheel will be used. Other areas will be hand-scraped and sanded. All bare metal and rusted areas will be spot primed with a rust inhibitive primer.

Safety shall be of the utmost importance during the progress of the work. The Contractor will take all steps to safeguard persons during the times that they are on the project.

Contractor shall make all efforts to maintain the integrity of all areas on patios, flowerbeds, and plant areas.

The Association gardening staff or the homeowner should remove any ivy or plants, which are near surfaces to be painted. In the event ivy or plants are not removed, the painters will paint around them.

The Management is provided with insurance certification for general liability and worker's compensation.

The Contractor shall be allowed to install a temporary storage bin and a temporary toilet facility.

Contractor shall leave the Association one gallon of touch-up paint of each color or type of paint used on the project. The Association assumes total responsibility for the use, storage, and disposal of the touch-up paint.

This agreement supersedes any other written or oral agreement. Hutton Painting may withdraw this agreement if it is not accepted within 45 working days.

In the event that any or both parties go to court, the prevailing party will be entitled to reimbursement of reasonable attorney's fees.



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Leisure World Amphitheater Painting Agreement

Payment Schedule: No retainer required to initiate contract. Progress payments are due when invoiced. Approximately one progress payment will be invoiced upon completion and acceptance of work. Final payment of 10% is due upon completion of the final walk-through.

Warranty: Hutton Painting will perform touch-ups on the warranted areas for the life of the warranty at no charge. Our warranty is limited to the paint flaking and peeling for the following time periods: the stucco for six years, the wooden trim for four years and the wrought iron for two years. Areas not included in our warranty are termite and dry rot areas, work or damage done by others, repair work, excessive moisture from overwatering, retaining walls and planters. The warranty is voided if contract is not paid in full.

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.



Golden Rain Foundation

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Leisure World, Seal Beach

BOARD ACTION REQUEST

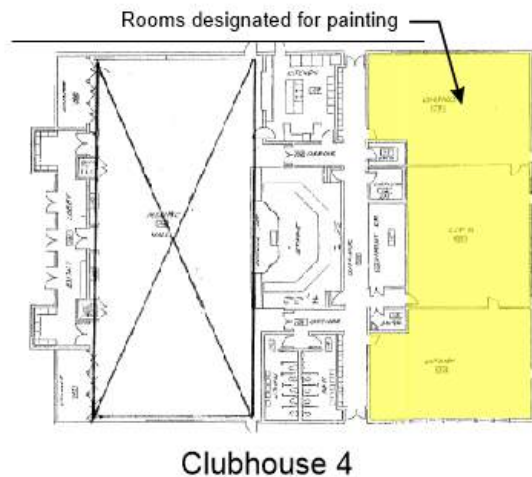
TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: NON-BUDGETED RESERVE FUNDING REQUEST - CLUBHOUSE FOUR:
INTERIOR PAINT, CERAMIC, ART, AND LAPIDARY ROOMS
DATE: APRIL 12, 2018
CC: FILE

At the regularly scheduled meeting of the Physical Property Committee on April 2, 2018, the Committee moved and approved to recommend to the Board the award of a contract to Hutton Painting, to paint the interior of the Ceramic, Art, Lapidary and storage rooms within Clubhouse Four, at a cost of \$4,600 and include \$1,000 for contingencies, for a total cost not to exceed \$5,600, pending Finance Committee review of this non-scheduled reserve replacement project.

Proposals received

Kress	
Construction	\$10,800
Hutton Painting	\$4,600

Note: Due to the cabinets and equipment within the rooms, a high contingency was set to cover any unforeseen requirements.



At the April 16, 2018 meeting of the Finance Committee, the Committee determined sufficient Reserves funds are available.

I move to approve accelerated Reserve funding in the amount of \$5,600 (\$4,600, Hutton Painting and \$1,000, contingency funding), and authorize the President to sign the contract with Hutton Painting to paint the interior of the Ceramic, Art, Lapidary and storage rooms within Clubhouse Four.

Leisure World Clubhouse Four Painting Agreement

Price and Acceptance: To prepare and paint 5 Interior Rooms of Clubhouse 4 as specified.

<u>Description:</u>	<u>Price:</u>	<u>Initial Acceptance</u>
Interior of Five Rooms of Clubhouse Four	\$4,600.00	
Pottery Room Work Benches and Blue Tool Holders	\$1,200.00	

HUTTON PAINTING

By _____

Acceptance: The above initialed price and agreement is satisfactory and acceptable. The contractor is authorized to do the work as specified.

Association Representative

Date

Contractor shall furnish all stains, paints, labor, tools, equipment, insurance and all other necessary supplies to perform a complete job as specified.

Safety shall be of the utmost importance during the progress of the work. The Contractor will take all steps to safeguard persons during the times that they are on the project.

The Management is provided with insurance certification for general liability and worker's compensation.

Contractor shall leave the Association one gallon of touch-up paint of each color or type of paint used on the project. The Association assumes total responsibility for the use, storage, and disposal of the touch-up paint.

This agreement supersedes any other written or oral agreement. Hutton Painting may withdraw this agreement if it is not accepted within 45 working days.

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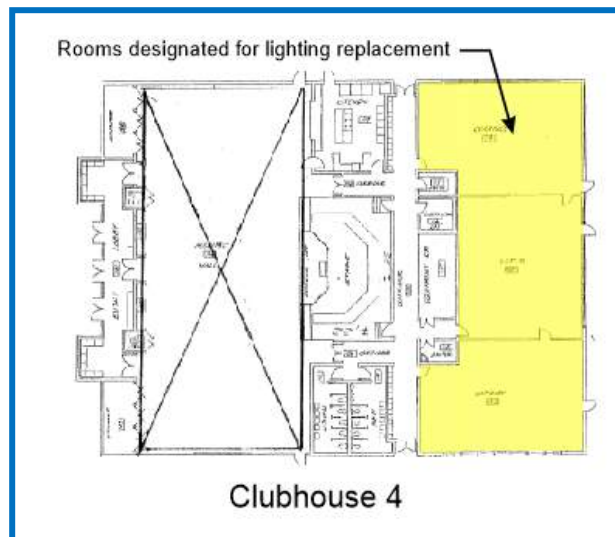
Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE & NON-BUDGETED OPERATING FUNDING REQUEST - CLUBHOUSE FOUR: LED LIGHTS (CERAMICS, ART AND LAPIDARY ROOMS)
DATE: APRIL 5, 2018
CC: FILE

At the regularly scheduled meeting of the Physical Property Committee on April 2, 2018, the Committee moved and approved to recommend to the Board the replacement of the incandescent lighting with energy efficient LED lighting within Clubhouse Four, Ceramic, Art, and Lapidary rooms, for a cost not to exceed \$16,340 (\$9,340 for materials and \$7,000 for GRF labor – approx. 166 Hours), pending Finance Committee review for this non-scheduled reserve replacement project.



At the April 16, 2018 meeting of the Finance Committee, the Committee determined sufficient Reserves funds (light replacement) and non-budgeted operational funds (GRF labor) are available.

I move to approve accelerated Reserve funding, in the amount of \$9,340, and Non-Budgeted Operational expenses of \$7,000, from Cost Center 74, for the replacement of lighting within Clubhouse Four at the Ceramic, Art, and Lapidary rooms with energy efficient LED lighting and authorize the Executive Director to initiate the required purchase and the installation of the lighting.



GRF Service Maintenance Department Estimate - Labor & Materials Cost

Date: March 1, 2018
To: Mark Weaver, Facilities Director
From: Ruben Gonzalez, Facilities Manager
Subject: LED Lighting (Art room, Lapidary, Ceramics, and Kitchen)
Location: Clubhouse 4

Itemized List for Labor and Material(s)

MATERIAL / LABOR	TOTAL COST
(110) 2x4 LED Light Fixtures	\$7,480.00
(8) 1x4 Surface Mount LED Light Fixtures	\$760.00
(8) 96" LED Shop Fixtures	\$600.00
Misc. Materials (wire, wire-nuts, switches, 4x4 box, conduit, etc.)	\$500.00
Estimated Labor (2 weeks, 2 technicians)	\$7,000.00
TOTAL ESTIMATE:	\$16,340.00

DISCLAIMER: PLEASE NOTE THAT THIS IS AN ESTIMATE ONLY. ANY UNFORESEEN OR ADDED ITEMS AND/OR PERSONEL MAY INCREASE THE TOTAL COST OF THE JOB.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: CLUBHOUSE ONE: PAINTING INTERIOR (APPROVED CLUBHOUSE REVITALIZATION FUNDING)
DATE: APRIL 6, 2018
CC: FILE

It has been requested to obtain quotes for the painting of the interior of Clubhouse One. The Physical Properties Department received quotes from two contractors for this task, as follows:

CertaPro Painters	\$20,500
Hutton Painting	\$24,000

At its April 2, 2018 meeting, the Physical Property Committee reviewed the quotes and discussed the qualifications of the bidding contractors. Based on the information provided, the Committee moved to recommend the GRF Board award a contract to CertaPro Painters, at a cost of \$20,500 including \$ 1,000 for contingencies, for a total cost not to exceed \$21,500, funding from the Clubhouse Revitalization Project.

I move to award a contract to CertaPro Painters for \$20,500, to paint the interior of Clubhouse One, using the color scheme approved by the ADRC, adding \$1,000 in contingencies, for a total cost not to exceed \$21,500, funding from the Clubhouse Revitalization Project, and authorize the President to sign any applicable contracts.

CertaPro Painters  INTERIOR PROPOSAL	Independent Franchise Owner: CertaPro of Huntington Beach 16787 Beach Blvd. Ste. 200 Huntington Beach, CA 92647 714-894-4694 Fax: 562-286-5121 pwade@certapro.com 1-800-462-3782 License #: CA Lic # 942824	Job #: CB412400014 Date: 06/30/2017
---	--	--

This contractor carries workers' compensation insurance for all employees. This contractor carries commercial general liability insurance written by Regency Business Insurance Solutions. You may call Regency Business Insurance Solutions at 949-393-4311 to check the contractor's insurance coverage.

Golden Rain Foundation George Hurtado 13353 Seal Beach Blvd Clubhouse 1 (Interior) Seal Beach*, CA 90740 Phone: 714-335-7137 Office: 562-431-6586 Cell: 562-431-6586 Email: georgeh@lwsb.com	Special Notes: Excludes restrooms and wood shop. Ceilings to be primed and 2 finish coats.
--	---

General Description:

Painting to: Painting to: Main Area, Stage, Hall, Card Room, Pool Room, Kitchen

QUESTIONABLE AREAS

Include

Ceilings, Walls

Exclude

Cabintets Doors and Casings, Doors and Door Frames, Every thing else not specifically included

PREPARATION

Washing:	Power wash using water to remove all loose dirt, oily residue, loose paint, mold, mildew and efflorescence to allow the new finish to adhere properly and eliminate the risk of premature failure.
Caulking:	Caulk all previously caulked gaps and cracks in order to seal out moisture and drafts.
Puttying:	Around all window panes to seal out moisture and drafts.
Scraping:	Full scrape to all loose and peeling paint and Stucco remaining after the power wash to ensure a firm base for the new primer & paint.
Stucco:	Repair to all cracks, gaps and holes with flexible caulking and stucco patch as required. We will also trench approx. 2" where allowable.
Sanding:	To degloss where necessary to promote adhesion of the top coat.
Other:	

PRIMING	Surface Type/Area	Primer	Purpose
Wood:	Spot prime all areas with bare wood exposed	Pro Block from Sherwin Williams	To seal bare surface and provide favorable base for paint to adhere to.
Metal:	Spot prime areas with bare metal exposed	Pro-Cryl from Sherwin Williams	To prevent further damage and make new paint adhere properly
Stucco:	Spot prime where repair has been done	Loxon Masonry Primer	To seal surface against flashing and peeling.

\$1,000 OR 10% OF THE
CONTRACT PRICE,
WHICHEVER IS LESS

Payments Received:

Balance:

\$0.00

\$20,500.00

You are entitled to a completely filled in copy of this agreement, signed by you and the contractor, before any work may be started.

List of Documents to be Incorporated into Contract:

Mechanic's Lien Warning, Notice of Right to Cancel, Contractors State License Board (CSLB), Schedule of Progress Payments, CGL Insurance Information

The law requires that the contractor give you a notice explaining your right to cancel. Initial if the contractor has given you a "Notice of the Three-Day Right to Cancel."

Note about Extra Work and Change Orders.

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Signature of Authorized Franchise Representative: _____

Date: _____

If Interim payments are made, you are entitled to a Mechanic's Lien release for that portion of the work before the next payment is made. (Calif. Code sec. 3114)

-----NOTES-----

All payments for painting and other services should be made payable to CertaPro Painters or Pat Wade. All workers are employees and it is a violation of their employment agreement to solicit or be paid personally for any work done (tips excluded). Please report any violations of this policy to Pat Wade at (714) 861-9170.

Payment Options: Cash, Check or credit card. The price listed represents a cash discount (cash or check). The normal price is 4.0% higher.

(I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM.

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE.

SIGNATURE

DATE

SIGNATURE

DATE



(714) 779-7171

"The Homeowner's Choice"

P.O. Box 204

Yorba Linda, CA 92885

FAX: (714) 779-0080

State Contractor's License No. 605263

Golden Rain Clubhouses 1, 2, 3 & 6 Painting Agreement

Contractor shall furnish all stains, paints, labor, tools, equipment, insurance and all other necessary supplies to perform a complete job as specified.

Safety shall be of the utmost importance during the progress of the work. The Contractor will take all steps to safeguard persons during the times that they are on the project.

The Management is provided with insurance certification for general liability and worker's compensation.

Payment Schedule: No retainer required to initiate contract. Progress payments are due when invoiced. Approximately five progress payments will be invoiced upon completion and acceptance of work. Final payment of 10% is due upon completion of the final walk-through.

Warranty: Hutton Painting will perform touch-ups on the warranted areas for the life of the warranty at no charge. Our warranty is limited to the paint flaking and peeling for the following time periods: interior walls for five years, the stucco for seven years, the wooden trim for four years and the wrought iron or metal for two years. Areas not included in our warranty are termite and dry rot areas, work or damage done by others, walking surfaces, repair work, retaining walls and planters. The warranty is voided if contract is not paid in full.

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.



"The Homeowner's Choice"

(714) 779-7171

P.O. Box 204
Yorba Linda, CA 92885

FAX: (714) 779-0080

State Contractor's License No. 605263

Golden Rain Clubhouses 1, 2, 3 & 6 Painting Agreement

Price and Acceptance: To prepare and paint as specified:

<u>Items</u>	<u>Price</u>	<u>Initial Acceptance:</u>
Interior of Clubhouse 1 as Specified.	\$24,000.00	
Interior of Clubhouse 2 as Specified.	\$26,000.00	
Interior of Clubhouse 3 as Specified.	\$28,000.00	
Interior of Clubhouse 6 as Specified.	\$19,000.00	
Exterior of Clubhouse 6 as Specified.	\$21,000.00	
Hourly rate for extra work after completion (if needed).	\$40/hr. per man (plus materials)	

HUTTON PAINTING

By _____

Acceptance: The above initialed price and agreement is satisfactory and acceptable.
The contractor is authorized to do the work as specified.

Association Representative

Date

Association Representative

Date

This agreement excludes the following: Anything not previously painted, acoustic ceiling removal & texturing, T-bar ceilings, woodshop interior (clubhouses 1 & 2) and green screen (clubhouse 3).

2018 Reserve Expenditures

Cost Center	Description	2018 SPAH Unapproved	Prior Approved	Current Approved	Other Adjustments	Total Projects	Prior Expenditures	YTD EXPENDITURES			TTD Expenditures	2018 Allocated Funds
								Jan	Feb	Total		
45	Replace Drapery and Traveler (845-17)	-	37,632			37,632	18,816	-	18,816	18,816	37,632	-
45	Amphitheater- Stage, Lights, Sound, Blast door, Seating	125,000				-	-	-	-	-	-	-
45	Amphitheater Roof and Two Outbuildings	65,000				-	-	-	-	-	-	-
51	Replace Four Automatic Sliding Doors (840-17)	-	29,562			29,562	-	-	-	-	-	29,562
53	Room Nine Roof Replacement (826-17) (Completed as 2/13/18)	-	15,000		(6,656)	8,344	-	8,344	-	8,344	8,344	-
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	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	-	17,027	17,027	21,491	1,428
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	-	312,815	312,815	506,639	75,000
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	4,635,642	10,000	(6,656)	4,638,986	2,277,093	11,224	348,658	359,882	2,636,975	2,002,011



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: RESCIND POLICY 5512-70, BIDDING PROCEDURE
DATE: APRIL 2, 2018

At its regularly scheduled meeting on April 2, 2018, the Physical Property Committee moved to rescind Policy 5512-70, Bidding Procedure, as it is a procedure rather than a policy.

I move to rescind Policy 5512-70, Bidding Procedure.

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS****RESCIND****Bidding Procedure**

All capital projects and repair or improvement contracts will be referred to the Physical Property Committee for processing and forwarded to the Open meeting of the Board for approval.

Procedure:

1. Specifications will be prepared in one of the following ways:
 - a. Recommendation by Committee requesting project, repair or improvement.
 - b. Prepared by Physical Property Department or Purchasing Office upon request of appropriate Committee and subject to approval of Committee.
 - c. Prepared by Architect or Engineer retained for the project.
2. Bids for the following projects will be mailed to the Recording Secretary of the Board for safekeeping until time set for bid opening.
 - a. All projects where estimate exceeds \$50,000.
 - b. Upon Committee request on estimates from \$10,000 to \$50,000.
3. Mailed bids will be collected by Chairman of Physical Property Committee thirty (30) minutes before time set for opening and delivered to Committee meeting place.
4. Mailed bids, together with bids delivered by Contractor or Agent, will be opened by Committee at time set for opening.
5. Committee and appropriate staff representative will review bids and recommend award and notify lowest acceptable bidder.
6. Bid results, together with Committee recommendation, will be forwarded to the Open meeting of the Board for approval.

Policy:

Adopted: 16 Nov 71
 Amended: 16 Nov 76
 Amended: 09 Feb 82
 Amended: 18 Nov 97

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Nov 97)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: OPERATING FUNDS REQUEST - GOLF COURSE TREE PRUNING
DATE: APRIL 5, 2018
CC: FILE

The Recreation Department went out to bid for golf course tree trimming for review and selection of the Contractor for contract.

Quotes were solicited from the following companies:

BIDDER	YEAR ONE	YEAR TWO	YEAR THREE	TOTAL BID FOR THREE YEARS
BrightView Landscape Services	\$11,757.	\$10,684.	\$11,757.	\$34,198.
Great Scott Tree Service	\$	\$	\$	\$
Anguiano Lawn Care (John's)	\$7,280.	\$7,280.	\$7,280.	\$21,840.
Peterson's Tree Works	\$16,280.	\$17,280.	\$17,990.	\$51,550.
Tree Pros	\$11,185.	\$11,185.	\$11,185.	\$33,555.
Tree Smith Enterprises	\$	\$	\$	\$

At its meeting on April 4, 2018, the Recreation Committee approved to contract with Anguiano Lawn Care (John's), for three years, in the amount \$21,198.00, for the golf course tree trimming.

I move to approve Anguiano Lawn Care (Johns), for a three year contract, in the amount of \$21,198.00, Operating funds, for the golf course tree trimming.



ANGUIANO LAWN CARE, INC.
P.O.B. 2849, SEAL BEACH, CA 90740
562-244-1113

April 5, 2018

To: Mark Weaver, Facilities Director

RE: Anguiano Lawn Care Inc. (John's Landscape Service) proposed three year golf course tree trimming contract

Dear Mark,

This will serve as confirmation that Anguiano Lawn Care, Inc. (previously known as John's Landscape Service) will honor the submitted amount of \$7,280.00 per year bid (2018-2021) for the Leisure World Seal Beach golf course tree trimming project #: 803-17.

Please let me know if you need any further documentation, thank you.


John Anguiano
Anguiano Lawn Care, Inc.

CONTRACTOR LICENSE NO. 771542 TYPE OF LICENSE C27

**FORM OF PROPOSAL
2018-2021 TREE TRIMMING
AT THE GOLF COURSE - PROJECT # 803-17
AT LEISURE WORLD - SEAL BEACH**

P. O. Box 2069
Seal Beach, CA 90740

Gentlemen:

The undersigned proposes to furnish all labor, material, and equipment as required to perform Tree Trimming at the Golf Course, Project #803-17 at Leisure World - Seal Beach, as described in the Request for Proposal dated October 3, 2017.

GOLF COURSE - ZONE 2

YEAR - ONE

TOTAL LUMP SUM BID: -

Seven thousand two hundred eighty
Written in words
\$ 7,280.00
Written in figures

YEAR - TWO

TOTAL LUMP SUM BID:

Seven thousand two hundred eighty - 00
Written in words
\$ 7,280.00
Written in figures

YEAR - THREE

TOTAL LUMP SUM BID:

Seven thousand two hundred eighty - 00
Written in words
\$ 7,280.00
Written in figures

TIME OF COMPLETION:

Contractor proposes and promises to complete all work within 15 days of issuance of an effective Notice to Proceed.

DATE: 11/27/17

Proposed By:

FIRM NAME: John's Landscape Service
BY: John Anguiano
TITLE: President
PHONE: 562-244-1113

Attachments:

- a) Acknowledgment
- b) Certification Form



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: MISSION PARK, PROPOSED REVISION
DATE: APRIL 5, 2018
CC: FILE

The approved conceptual plans for Mission Park (Exhibit A), called for the installation of a basketball post, backboard and hoop, between the rear two courts. Through general committee discussion on the location, a consensus was reached to consider alternate locations for the basketball post which would not impede the use of the Pickleball Courts.

In review of the site, an alternate location was identified that would not interfere with the use of the courts and would provide additional general use area (Exhibit B).

Cost estimates for Mission Park, as approved, included \$6,200, for a cantilever post and court markings. The cost of the proposed alternate is estimated at the same amount:

- 20' x 20" concrete slab, with tooled basketball key - \$3,500 (Price provide by M J Jurado)
- Standard park style basketball post, backboard and hoop - \$1,500
- Fill in wall - \$500
- Contingency - \$700

The proposed revisions also include:

- Relocation of the entrance from the parking lot (\$500)
- "Squaring" of the walkways and patio pads to increase usable areas (\$1,500 to 2,000)
- Relocation of the Mission Bell from the library and installation, as approved by ADRC (\$500-1000)

Costs are within the approved contingency funding.

I move to approve revisions to Mission Park, as shown on Exhibit B.

Exhibit A

Mission Park



Conceptual Layout Previously Approved

Exhibit B



Mission Park - Proposed Revisions

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1202-50, CLUB MEMBERSHIP
DATE: MARCH 29, 2018

At its special meeting on March 29, 2018, the Recreation Committee moved to amend Policy 1202-50, Club Membership, to update policy language and clarify that current caregivers must wear caregiver badges when on duty.

I move to amend Policy 1202-50, Club Membership, as presented.

COMMUNITY OPERATIONS

RESIDENT PARTICIPATION

Club Membership

1. Membership of all clubs, organizations, societies and groups using Golden Rain Foundation clubhouses and/or recreational facilities shall be limited to legal resident of Leisure World. ~~Foundation members.~~
- ~~2. Commonly recognized patriotic, fraternal, religious, service or veterans' organizations affiliated with recognized regional, national or international groups, whose members are also Foundation members shall be eligible to use the clubhouses.~~
- ~~It is the intent of this section to allow only the above types of organizations who qualify as Foundation organizations to use the meeting facilities.~~
- ~~3.~~2. The Recreation Department ~~Supervisor~~ is responsible for maintaining a record of all recognized clubs and organizations using the Trust~~Foundation~~ facilities. ~~He~~ They shall report annually in May to the Recreation Committee on the status of all clubs and organizations.
- ~~4.~~3. Club members have the right to invite guests to meetings of any club or organization held in the clubhouses. Guests must be accompanied by a legal resident of Leisure World~~Foundation member~~. Guests can not constitute a majority of the group.
- ~~5.~~4. Guests who are not legal residents of Leisure World~~Foundation members~~ may not be active club members or hold office.
6. Caregivers can not be a member ~~or guest~~ of any club but may attend club meetings with their employer when on duty. A current caregiver badge must be worn at all times when on duty.

Policy:

Adopted: 27 Aug 65
 Amended: 18 May 71
 Amended: 19 Dec 72
 Amended: 16 May 78
 Amended: 31 Jan 95

GOLDEN RAIN FOUNDATION
Seal Beach, California

COMMUNITY OPERATIONS

RESIDENT PARTICIPATION

Club Membership

Amended: 22 Apr 14

Amended: 13 Apr 17

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1401-50, OUTSIDE BUSES
DATE: MARCH 29, 2018

At its special meeting on March 29, 2018, the Recreation Committee moved to amend Policy 1401-50, Outside Buses, to update policy language, clarify that tour buses enter through the Main Gate during hours that the St. Andrew's Gate is closed, and establishes the tour bus arrival time to not earlier than sixty (60) minutes before departure. Allowing clubs to reserve a Clubhouse to serve passengers refreshments has been eliminated.

I move to amend Policy 1401-50, Outside Buses, as presented.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES AMEND1. Outside Buses

1.1 The City of Seal Beach and the Golden Age Foundation (GAF) ~~is~~ are authorized to extend their free bus service between Old Ranch Town Center or downtown Seal Beach and Leisure World.

1.2. Los Alamitos Medical Center and the OCTA (Dial a-ride) are permitted to operate a bus service ~~on Trust property~~ within Leisure World.

2. Tour and Casino Buses

The ~~Golden Rain Foundation~~ GRF has constructed and maintains a loading and unloading point for tour buses at the ~~east side of the Amphitheater~~ area.

2.1. All tour buses operated by shareholder/members or for shareholder/member groups shall load and unload at the Amphitheater facility ~~and other designated areas.~~

2.2. All tour buses will enter and exit the community through the St. Andrews Gate during the hours that the gate is open ~~and at other times enter at the Main Gate.~~

~~3. Tour buses will be permitted entrance at the Main Gate only during the hours that the St. Andrews Gate is closed.~~

2.3 ~~4.~~ Tour buses shall arrive no earlier than ~~thirty~~ sixty (60) minutes prior to departure. 2.4 ~~5.~~ The Recreation

~~Department~~ shall be called for the scheduling of all tour buses.

2.5 ~~6.~~ Refreshments may not be served in the bus stop area. This area is for loading and unloading passengers only. Clubs may reserve a ~~clubhouse room for this purpose.~~

Policy:

Revised: 10 Sep 67
Published: 08 Apr 81
Amended: 15 Sep 92
Amended: 16 Mar 93
Amended: 28 Apr 15

GOLDEN RAIN FOUNDATION
Seal Beach, California



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1403-50, COMMERCIAL USE
DATE: MARCH 29, 2018

At its special meeting on March 29, 2018, the Recreation Committee moved to amend Policy 1403-50, Commercial Use, to update policy language and clarify the requirement of written permission of the Recreation Committee for the operation of commercial endeavors or the practicing of professionals. The prohibition of travel and chartered bus tour presentations held by a club other than the club's regularly scheduled meeting date only has been removed. Sales activity may be conducted if it is club-specific.

I move to amend Policy 1403-50, Commercial Use, as presented.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES-RESERVATIONS AMEND

Commercial Use

1. The community recreational facilities are to be maintained and preserved for the social and recreational benefit and activities of all—legal residents ~~shareholder/members~~, and not for the operation of commercial endeavors or the practicing of professionals without written permission of the Recreation Committee.
2. All clubs and organizations of ~~shareholder/members~~ legal residents that are recognized by the Golden Rain Foundaton (GRF) shall have the right to reserve space in the community recreational facilities for any reasonable purpose. Reservation of facilities shall not be granted to any club or organization when the function is advertised outside, and non-legal ~~members~~ are solicited to attend. Personal guests are welcome when in the company of a legal resident ~~shareholder/member~~.
3. ~~Travel and chartered bus tour presentations may be held by a club for its members and their guests during a club's regularly scheduled meeting only.~~
4. A club may reserve a room for a meeting, other than a regularly scheduled meeting, for the purpose of making a presentation and/or distributing pertinent materials to that club. No sales activity may be conducted unless club specific.
5. Charges made by any group or organization to cover the cost of serving refreshments are not considered a commercial use. The commercial restriction does not apply to fund-raising within the recognized clubs or groups at regularly scheduled meetings. (See Alcoholic Beverages below)
6. Commercial use of all other community facilities, ~~including but not limited to GRF office buildings, maintenance yard, Health Care Center, and streets and sidewalks,~~ is expressly prohibited unless an exemption is granted by action of the ~~GRF Board~~ Recreation Committee of Directors.

Sale of Alcoholic Beverages

Existing State law prohibits the sale of alcoholic beverages except by persons licensed by the State Alcoholic Beverage Commission.

The sale of alcoholic beverages is prohibited in all GRF community facilities.

Organizations and individuals violating this prohibition ~~may~~ will be denied further use of any community facilities.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES-RESERVATIONS **AMEND**

Commercial Use

Policy:

Adopted: 16 Aug 64
Amended: 16 Jul 74
Amended: 18 Sep 79
Amended: 19 Aug 86
Amended: 14 Oct 86
Amended: 15 Feb 00
Amended: 28 Apr 15
Amended: 13 Apr 17

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Seal Beach, California**

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1405-50, LITERATURE-COMMUNITY FACILITIES
DATE: MARCH 29, 2018

At its special meeting on March 29, 2018, the Recreation Committee moved to amend Policy 1405-50, Literature – Community Facilities, to clarify policy language.

I move to amend Policy 1405-50, Literature- Community Facilities, as presented.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

Literature - Community Facilities

The community facilities (except for office areas) of ~~Trust property~~~~Seal Beach Leisure World~~ are intended for cultural and recreational use ~~for~~~~of~~ all residents, as well as official meetings of elected representatives of the Golden Rain Foundation and Mutual corporations ~~and the~~.

Publications of general cultural and recreational interest may be placed in the lobby and public areas of the clubhouses or other community facilities ~~and~~ all material must be approved and posted by the Recreation Department in ADR Committee approved enclosed bulletin boards.

~~All material must be approved and posted by the Recreation Department in ADR Committee approved enclosed bulletin boards.~~

~~Advertising of a political, sectarian or travel nature may not be placed in public areas except at regular meetings of interested groups.~~

The Recreation ~~Department~~Manager is authorized to remove any printed material that does not qualify for placement in community facilities.

Policy:

Adopted: 16 Jul 74
Amended: 19 Aug 86

GOLDEN RAIN FOUNDATION
Seal Beach, California

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

Literature - Community Facilities

Amended: 28 Mar 17

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1471-50, DISPLAY OF TROPHIES AND PLAQUES
DATE: MARCH 29, 2018

At its special meeting on March 29, 2018, the Recreation Committee moved to amend Policy 1471-50, Display of Trophies and Plaques, to clarify that displays and trophies will be accommodated on a space-available basis.

I move to amend Policy 1471-50, Use of Community Facilities; Display of Trophies and Plaques, as presented.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****AMEND****Display of Trophies and Plaques**

Display of trophies and plaques in the clubhouses shall be permitted under the following conditions, on a space-available basis:

1. Each request from a club, organization or individual wanting to display a trophy or plaque will be referred to the Recreation Committee.
2. All trophies in the clubhouses shall be contained in trophy cases approved by the ADRC.
3. The ADRC is assigned the responsibility of approving the size and specific location for trophy cases.
4. Trophies displayed in the community facilities will be limited to those awarded to recognized clubs, organizations and individuals s at Seal Beach Leisure World.
5. Trophies shall be limited to one (1) year on display and then are to be returned to the club, organization or individual.
6. Plaques awarded to a club, organization or individuals s will be displayed on the Electronic Billboard only and then returned to club, organization or individual.

Policy:

Adopted: 21 Mar 72
 Amended: 18 Apr 72
 Amended: 16 May 78

GOLDEN RAIN FOUNDATION
Seal Beach, California

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

AMEND

Display of Trophies and Plaques

Amended: 28 Mar 17

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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 1511-50, DISSEMINATION OF INFORMATION - CLUBS
DATE: MARCH 29, 2018

At its special meeting on March 29, 2018, the Recreation Committee moved to amend Policy 1511-50, Dissemination of Information – Clubs, to update policy language.

I move to amend Policy 1511-50, Dissemination of Information- Clubs, as presented.

COMMUNITY OPERATIONS**RESIDENT INFORMATION****AMEND****Dissemination of Information - Clubs**

Information accumulated by the Recreation Department concerning the clubs in Leisure World will be treated as restricted information.

The Recreation ~~Manager~~ Department Head is authorized to disseminate information about the clubs of Leisure World in the following situations:

1. When the club has given such permission in writing to the Recreation Department.
2. When requested by the Recreation Committee.
3. When the information is in a published directory distributed to all residents and authorized by the Golden Rain Foundation Board of Directors.

Policy:

Adopted: 20 Mar 73

GOLDEN RAIN FOUNDATION
Seal Beach, California

COMMUNITY OPERATIONS

RESIDENT INFORMATION

AMEND

Dissemination of Information - Clubs

Amended: 28 Mar 17