



Board of Directors

Agenda

Clubhouse Four
Tuesday, May 22, 2018
10:00 a.m.

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

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

- 4 - minute limit per speaker, when there are no more than 15 speakers
 - 3 – minute limit per speaker, 16- 25 speakers
 - 2 – minute limit per speaker, over 26 speakers
- 7) Consent Calendar – Approval of Board Committee Meeting Minutes (pp. 1-2)
 - 8) Approval of Minutes
 - a) January 23, 2018 (pp. 3-14)
 - b) April 24, 2018 (pp. 15-28)
 - 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) Funding Request – Director Appreciation Event (Ms. Stone, pp. 29-30)

- b) Architectural Design and Review Committee
 - i) Clubhouse Six Upstairs Wall Mural (Mr. Dodero, pp. 31-32)
 - ii) Reserve Funding Request - St. Andrews South, Median #3, Landscape (Ms. Heinrichs, pp. 33-42)
 - iii) Operating Funding Request - Holiday Decorations (Ms. Fekjar, pp. 43-50)
 - iv) Main Gate Landscape Project Funding – Planters (Mrs. Reed, pp. 51-52)
 - v) Reserve Funding Request – Trust Property Landscape Replacement (Mr. Gould, pp. 53-58).
- c) Communications
 - i) Amend Policy 2850-36, Display Advertising Commissions (Ms. Snowden, pp. 59-60)
 - ii) Amend Policy 2860-36, Advertising Rates (Mr. Dodero, pp. 61-62)
 - iii) Amend Policy 5581-36, Communications Department Advertising (Ms. Heinrichs, pp. 63-66)
- d) Executive Committee
 - i) Additional Mutual Administration Staffing (Ms. Hopewell, pp. 67-68)
 - ii) Amend Policy 5092.01-30, Board of Directors Censure Procedure (Mrs. Perrotti, pp. 69-74)
 - iii) Rescind Policy 5092.02-30, Motion to Censure (Mr. Pratt, pp. 75-78)
 - iv) Rescind Policy 5092.03-30, Correspondence – Notification of Motion to Censure (Mr. McGuigan, pp. 79-80)
 - v) Approve New Directors' Handbook (Mrs. Reed, pp. 81-98)
- e) Finance Department
 - i) Accept April Financial Statements (Ms. Winkler, pp. 99-104)
 - ii) Approve CDAR Purchase (Ms. Snowden, pp. 105-106)
 - iii) Approve Fifth Amendment to Health Care Center Lease (Ms. Rapp, pp. 107-110)
- f) Mutual Administration Committee
 - i) Amend Policy 2115-33, Distribution Business Services (Mr. Crossley, pp. 111-116)
 - ii) Amend Policy 1400-33, Co-Occupants and Qualified Permanent Residents (Mr. Moore, pp. 117-118)
 - iii) Amend Policy 1801-33, Qualified Permanent Residents and Co-Occupant Agreements (Mrs. Reed, pp. 119-122)
 - iv) Approve New Realtor Documents (Ms. Hopewell, pp. 123-130)

g) Physical Property Committee

- i) Reserve Funding Request –Trust Property Street Replacement, Phase III (St. Andrews, North) (Mr. Lukoff, pp. 131-138)
- ii) Capital Funding Request – Conduit Addition, (St. Andrews, North) (Mr. Stone, pp. 139-144)
- iii) Reserve Funding Request – Exterior Painting, Library (Ms. Rapp, pp. 145-150)
- iv) Reserve Funding Request – Court Light, Mission Park (Mr. Pratt, pp. 151-156)

h) Recreation Committee

- i) Capital Funding Request – Replacement of Tree Retainer and Seating Area, Golf Course (Mrs. Perrotti, pp. 157-162)
- ii) Amend Policy 1466-50, Exercise Room Rules, Limitations and Etiquette (Mr. Moore, pp. 163-168)
- iii) Amend Policy 1468-50, Pool Rules, Limitations and Etiquette (Mr. Gould, pp. 169-174)

i) Security, Bus & Traffic Committee

- i) Capital Funding Request - Automated Citation System (Ms. Heinrichs, pp. 175-184)
- ii) Conceptual Approval – Gate Access System (Mr. McGuigan, pp. 185-198)

11) Staff Reports

Director of Finance's Report – Ms. Miller

Executive Director's Report – Mr. Ankeny

12) Board Member Comments

13) Next Meeting/Adjournment

**Special GRF Board of Directors meeting (Elections), Tuesday, June 5, 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 and April 2018 Committee meetings:

- Minutes of the Physical Property Committee Board Meeting of March 5, 2018
- Minutes of the Special Security, Bus & Traffic Committee Board Meeting of March 29, 2018
- Minutes of the Recreation Committee Board Meeting of April 4, 2018
- Minutes of the Mutual Administration Committee Board Meeting of April 10, 2018
- Minutes of the Finance Committee Board Meeting of April 16, 2018
- Minutes of the Special Security, Bus & Traffic Committee Board Meeting of April 29, 2018

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

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

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
January 23, 2018**

CALL TO ORDER

President Linda Stone called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, January 23, 2018, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Joy Reed, Corporate Secretary of the Golden Rain Foundation, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden, Pratt, L. Stone, Reed, Gould, Hopewell, Rapp, McGuigan, Dodero, Winkler, Heinrichs, Damoci, Lukoff, Crossley, Fekjar, and Moore were present. Director Fekjar left the meeting at 12:11 p.m.

Eighteen Directors were present, with a quorum of ten.

PRESIDENTS COMMENTS

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

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

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

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

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

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

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

Now to the business on hand.

ANNOUNCEMENTS

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

SERVICE ANNIVERSARIES

Five employees were recognized with a service award.

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

SEAL BEACH COUNCIL MEMBER'S REPORT

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

SHAREHOLDER/MEMBER COMMENTS

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

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

One shareholder/member offered comments.

CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES

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

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

APPROVAL OF BOARD MEETING MINUTES

The minutes of the December 19, 2017 meeting were approved, by general consent of the Board, as presented.

REPORTS

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

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

The Chair of the RV Lot Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

The Chair of the Strategic Planning Ad hoc Committee presented a report on the progress of the Ad hoc Committee and advised that the Committee will adopt a quarterly meeting schedule beginning in January 2018.

NEW BUSINESS

Architectural Design and Review Committee

St. Andrews South, Landscape Architectural Services

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

Ms. Fekjar MOVED, seconded by Mr. Dodero -

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

Ten Directors and the Facilitates Director spoke on the motion.

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

Executive Committee

Approve GRF Directors' Handbook

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

Mrs. Reed MOVED, seconded by Ms. Hopewell -

TO approve usage of the GRF Directors' Handbook.

Five Directors spoke on the motion.

The motion was carried unanimously by the Board members.

Finance Committee

Accept December 2017 Finance Statements

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

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

TO accept the December 2017 Financial Statements for audit.

Investment Strategy

At the regular scheduled meeting of the Finance Committee on January 16, 2018, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limits and therefore are not in compliance

with Policy 5520-31 – Reserves. When reviewing liquid funds, the Committee took into consideration the additional liquidity gained from investment maturities in October as well.

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

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

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

Two Directors and the Finance Director spoke on the motion.

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

Mutual Administration Committee

Rescind Policy 7710, Estate Transaction and Creditors' Claims

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

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

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

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

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

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

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

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

Mr. Crossley MOVED, seconded by Ms. Hopewell -

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

The motion carried with one abstention (R. Stone)

Physical Property Committee

Capital Funding Request – Change Order – Electric Service

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

Golden Rain Foundation Board Meeting Minutes, October 24, 2017

Ms. Rapp MOVED, seconded by Mr. Gould –

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

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

The motion was carried unanimously by the Board members present.

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

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

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

Ms. Rapp MOVED, seconded by Ms. Fekjar -

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

Three Directors and the Facilities Director spoke on the motion.

The motion was carried unanimously by the Board members.

Mission Park, Multipurpose Court

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

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

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

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

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

Mr. Stone MOVED, seconded by Ms. Rapp—

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

President sign any applicable contracts.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board members.

Recreation Committee

Catered Wine Service at Select GRF Events

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

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

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

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

Eleven Directors and the Recreation Manager spoke on the topic.

Mrs. Damoci MOVED, seconded by Mr. Moore -

To refer to the Recreation Committee to discuss fully.

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

RV Lot Ad hoc Committee

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

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

Mr. McGuigan MOVED, seconded by Ms. Fekjar –

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

Four Directors spoke on the motion.

Ms. Rapp MOVED, seconded Ms. Hopewell-

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

Nine Directors spoke on the motion.

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

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

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

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

Mr. Pratt MOVED, seconded by Ms. Winkler -

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

Seven Directors spoke on the motion.

Mr. Gould MOVED, seconded by Mr. Moore-

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

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

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

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

Ms. Winkler MOVED, seconded by Mr. Dodero-

TO call the question.

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

Mr. Pratt MOVED, seconded by Ms. Winkler -

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

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

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

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

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

Mr. Pratt MOVED, seconded by Mrs. Perrotti -

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

Nine Directors spoke on the motion.

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

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

Six Directors spoke on the amendment.

The amended motion was carried by the Directors present.

Security, Bus & Traffic Committee

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

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

At its meeting of November 28, 2017, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the December 7 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code **§4360**.

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

Ms. Winkler MOVED, seconded by Mr. McGuigan –

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

Two Directors spoke on the motion.

The motion was carried by the Directors present.

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

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

At its meeting of November 28, 2017, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the December 7 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholder/members in the News Office, the Library and the Reception desk, second floor of

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

No items of correspondence were received.

Mr. Moore MOVED, seconded by Mr. Dodero–

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

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

Mr. Lukoff MOVED, seconded by Mr. McGuigan –

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

The motion and the second to amend were withdrawn.

The motion was carried unanimously by the Board members present.

CONTROLLER’S REPORT

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

EXECUTIVE DIRECTOR’S REPORT

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

BOARD MEMBER COMMENTS

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

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

Joy Reed, Corporate Secretary
GRF Board of Directors
dfb



**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
April 24, 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 6:00 p.m., on Tuesday, April 24, 2018, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Joy Reed, GRF Board Corporate Secretary, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden, Pratt, L. Stone, Reed, Gould, Hopewell, Rapp, McGuigan, Doderer, Winkler, Damoci, Lukoff, Crossley, Fekjar, and Moore were present. Director Heinrichs was absent. The Executive Director and the Director of Finance were also present.

Seventeen Directors were present, with a quorum of nine.

PRESIDENTS COMMENTS

Tonight, I'm going to keep my comments short so that we may all go home in time for those favorite 9 and 10 pm shows.

Walls J & K (west end of LW behind Service Maintenance, Mutual 3, Clubhouse 2, and the RV Lot). The J & K wall project was approved in January 2015. Later this evening, you will hear from Mark Weaver, Facilities Director, of the latest and greatest concerning this project. Personally, I will be very happy to see the end of the perimeter wall project that began in **2001**. There were a few years without work due to lack of funds but, 17 years later, we will be fully enclosed. Thanks to all who were a part of this project.

Pool Project Timeline

April 25th (tomorrow) is the Town Hall at 10 am, CH 4.

May 2nd, The Recreation Committee will review and approve Questionnaire #1.

May 19th, Questionnaire #1 will be inserted into the LW Weekly for entire community feedback.

July 3rd, Review of Questionnaire #1 responses at the Recreation meeting.

July 18th, Responses published in the LW Weekly.

August 1st, Recreation Committee review of Questionnaire #2 (questions to be developed based upon community feedback).

August 29th, 2nd Pool Town Hall meeting.

September 5th, Recreation Committee meeting with discussion on next steps to be taken.

Mission Park

Area drains will be installed by April 27 with the forms put in place on May 1 and the concrete poured on May 3rd.

Mission Park should be open for business by July 1st.

Veterans Plaza

The trees are in, the stage backing will be installed tomorrow. All that is left is the lighting.

Veterans Plaza will be finished in time for Memorial Day.

Main Gate

The main gate landscaping is finished with all trees lighted. What a beautiful sight this is at night. We are now waiting for the plants to grow and bloom. It will be quite stunning. As soon as we approved the benches, etc. for in front of Security, we will schedule a ribbon cutting and the Main Gate project will be officially finished. This project was started under President Mario Michaelides, through President Ronde Winkler and President Carole Damoci. I am honored to be President at its completion.

And now to the business at hand.

ANNOUNCEMENTS

The GRF Board of Directors met for an Executive Session meeting on April 6, 2018 to discuss legal and contractual matters.

SERVICE ANNIVERSARIES

The service anniversary awards were deferred until the May 2018 meeting.

SEAL BEACH COUNCIL MEMBER'S REPORT

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

SHAREHOLDER/MEMBER COMMENTS

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Five 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 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

APPROVAL OF BOARD MEETING MINUTES

The minutes of the March 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 – Administration Building: Elevator

The Administration Building elevator installed in 1988, has exceeded its useful life; it 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 and 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 in the agenda packet).

Thyssen Krupp has provided an estimate of \$72,631, dated April 13, 2018 (proposal attached). A second estimate, from Amtech Elevator Service, in the amount of \$71,880, was communicated to the Board.

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.

Ms. Rapp MOVED, seconded by Mr. Dodero –

TO approve the acceleration of Reserve funding, for the replacement of Asset ID 1800, Elevator, Administration Building, in the amount of \$92,631 (\$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.

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

The motion was carried with one no vote (R. Stone).

Capital Funding Request – Mission Park: Concrete

The approved conceptual plans for Mission Park (Exhibit A in the agenda packet), provided funding for new (*emphasis added*) concrete as follows: flat work concrete and grading – walkways: \$3,500, concrete: \$8,000, gathering area: \$7,350 for a total of \$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 in the agenda packet for the installation of the concrete as noted in the original plans and includes removal and replacement of all concrete, required grading and drainage).

Golden Rain Foundation Board Meeting Minutes, April 24, 2018

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. Jurado's proposal is for \$52,051, the original estimate was for \$18,850, resulting in the request for additional funding.

Mrs. Perrotti MOVED, seconded by Ms. Hopewell –

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.

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

The motion was carried unanimously by the Board members present.

Architectural Review and Design Committee

Main Gate: Bench, Refuse Receptacle Replacement

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 (attached in the agenda packet): five benches, three trash containers, and two ash cans.

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

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.

Communication Committee

Rescind Policy 2850-36, Display Advertising Commission

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.

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

TO rescind Policy 2850-36, Display Advertising Commission.

Finance Committee

Accept March 2018 Finance Statements

At the regularly scheduled 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.

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

TO accept the March 2018 Financial Statements for audit.

Approve CDAR Purchase

At the regular 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 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 \$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.

Six Board members, the Executive Director, and the Director of Finance spoke on the motion.

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

Approve CARE Lease

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 in the agenda packet).

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 April 16, 2018, the Committee duly moved and approved to recommend to the Board, a lease agreement (attached in agenda packet) 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).

Mr. McGuigan MOVED, seconded by Ms. Fekjar -

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.

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

The motion was carried unanimously by the Board members present.

Approve RV Club Lease

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 in agenda packet).

Mrs. Damoci MOVED, seconded by Mr. McGuigan -

TO not renew the lease to the RV Club and to have the Club remove
all club-owned property from the lot by May 31, 2018.

Director R. Stone recused himself from speaking or voting on the motion.

Five Board members spoke on the motion.

The motion to not renew the lease failed with seven no votes (Crossley, Dodero, Moore, Pratt, Rapp, Reed, Winkler), one abstention (Gould), and one recusal (R. Stone).

Ms. Rapp MOVED, seconded by Mr. Lukoff-

TO refer the RV Club lease to the Finance Committee for review and
to grant the RV Club a sixty (60) day extension of the current lease.

Two Board members spoke on the motion.

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

Mutual Administration

Rescind Policy 7730, Member's Personal Records

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.

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

TO rescind Policy 7730 – Member's Personal Records.

Adopt Policy 1001-30, Glossary of Terms

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.

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

TO adopt Policy 1001-30, Glossary of Terms.

Physical Property Committee

Reserve Funding Request – Amphitheater/News Building: Exterior Paint

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 and 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. The applicable section of the reserve study (attached in the agenda packet - 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.

Mr. Pratt MOVED, seconded by Mr. Gould -

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.

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

The motion was carried unanimously by the Board members present.

Reserve Funding Request – Clubhouse Four: Interior Paint (Ceramic, Art, Lapidary and Storage Rooms)

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 were received from Kress Construction (\$10,800) and Hutton Painting (\$4,600).

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

Mr. Stone MOVED, seconded by Mr. Dodero -

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.

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

The motion was carried unanimously by the Board members present.

The President called for a ten minute break at 7:39 p.m.

Reserve Funding Request – Clubhouse Four: LED Lights (Ceramic, Art & Lapidary Rooms)

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.

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

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.

Clubhouse One: Interior Paint (approved Clubhouse Revitalization Funding)

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 and 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.

Ms. Rapp MOVED, seconded by Mr. Gould -

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.

Five Board members and the Facilities Director spoke on the motion.

Ms. Rapp MOVED, seconded by Mrs. Damoci -

TO amend motion to include “contingent on verification by the
Facilities Director of scope of work” and to increase the contingency
fund to \$2,500.

Five Board members and the Facilities Director spoke on the motion.

The amendment was carried unanimously by the Board members present.

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

Rescind Policy 5512-70, Bidding Procedure

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.

Mr. Pratt MOVED, seconded by Ms. Snowden -

TO rescind Policy 5512-70, Bidding Procedure.

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

The motion was carried unanimously by the Board members present.

Recreation Committee

Operating Funding Request – Golf Course Tree Pruning

The Recreation Department went out to bid for golf course tree trimming for review and selection of the Contractor for contract. Quotes solicited were included in the agenda packet.

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 \$21,840.00, for the golf course tree trimming

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

TO approve Anguiano Lawn Care (Johns), for a three year contract,
in the amount of \$21,840.00, Operating funds, for the golf course
tree trimming.

Mission Park Revision

The approved conceptual plans for Mission Park (Exhibit A in the agenda packet), called for the installation of a basketball post, backboard and hoop, between the rear two courts. The Committee concurred to consider alternate locations that would not impede the use of the Pickleball Courts. An alternate location was identified that would not interfere with the use of the courts and would provide additional general use area (Exhibit B in the agenda packet).

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 and 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), and Relocation of the Mission Bell from the library and installation, as approved by ADRC (\$500-1000). Costs are within the approved contingency funding.

Mrs. Perrotti MOVED, seconded by Mr. Gould –

TO approve revisions to Mission Park, as shown on Exhibit B (in the agenda packet.)

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

The motion was carried unanimously by the Board members present.

Amend Policies

Mrs. Damoci MOVED, Mr. Gould seconded -

TO combine agenda items 10 g.iii – viii. into one motion.

Two Board Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

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

TO approve the amendment of Policies 1202-50, Club Membership,
1401-50, Outside Buses, 1403-50, Commercial Use, 1405-50,

Literature – Community Facilities, 1471-50, Display of Trophies and
1511-50, Dissemination of Information – Clubs, as presented, in a
consent agenda format.

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.

BOARD MEMBER COMMENTS

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

ADJOURNMENT

The meeting was adjourned was at 8:40 p.m.

Joy Reed, Corporate Secretary
GRF Board of Directors
dfb



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: LINDA STONE, PRESIDENT
SUBJECT: MUTUAL AND GRF BOARD MEMBER, PROPOSED APPRECIATION EVENT
DATE: MAY 17, 2018
CC: FILE

"We often take for granted the very things that most deserve our gratitude"

Cynthia Ozick

Currently, only once a year, we thank and show our gratitude to the over 130 Board members who generously volunteer their time to support their fellow members and, ultimately, our community.

I would like to propose a new annual event, beginning this June, to not only thank the current and outgoing Mutual and GRF Board members, but, also the welcome the newly elected Board members:

A "Luau", in our new Veterans Plaza, to say Aloha (hello and goodbye).

The expense for such an event would be \$6,000 (entertainment, food, drink and decorations), with an estimated attendance based upon the 2017 holiday appreciation event, of 250 (Board members and guests).

The proposed expense is minor when compared to the thousand plus hours our Board members freely volunteer annually, in service to the needs of our community.

At the May 17, 2018 meeting of the Finance Committee, the Committee determined sufficient non-budgeted operational funds, in the amount of \$6,000, are available.

I move to approve Non-budgeted funding in the amount of \$6,000 from CC30 (Administration), for a new appreciation and thank you event for Mutual Board and GRF members.

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Each day our community becomes more and more diverse and the Committee believes all community art work should represent that our collective strength lies in our differences which has been the foundation of community's growth and existence for over 56 years. Seal Beach Leisure World is culturally vibrant and GRF as an organization should be embracing our diversity nature.

The Committee, per policy 5160-ADR "...is focused on internal and external physical appearance of all Trust Property..." and respectfully recommends to the Board the removal of the mural. The mural will be memorialized as a piece of our community's history.

I move to approve the removal of the mural on the 2nd floor of Clubhouse 6, and that the mural be memorialized as a piece of the history of Seal Beach Leisure World.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVES FUNDING REQUEST - LANDSCAPING #3 MEDIAN, ST. ANDREWS DRIVE
DATE: MAY 15, 2018
CC: FILE

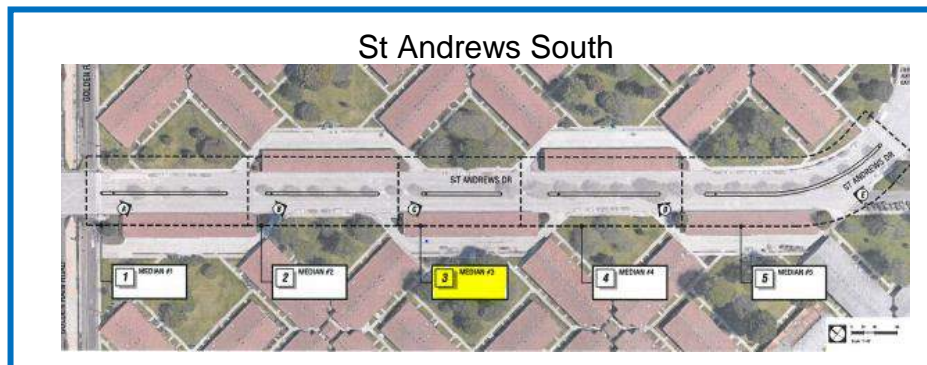
At the May 14, 2018 Architectural Design and Review Committee (ADRC) meeting, the Committee reviewed the design by the landscape architect and an estimate (copy attached) from Mission Landscape Architecture, for landscaping of the South St. Andrews medians.

Due to the scope of the project, the Committee moved and approved to recommend the GRF Board approve landscaping the #3 median on South St Andrews at this time to determine a fixed scope of work, for a cost not to exceed \$20,000, using Anguiano Lawn Care for the landscaping, irrigation, boulders and rocks and in-house labor for lighting.

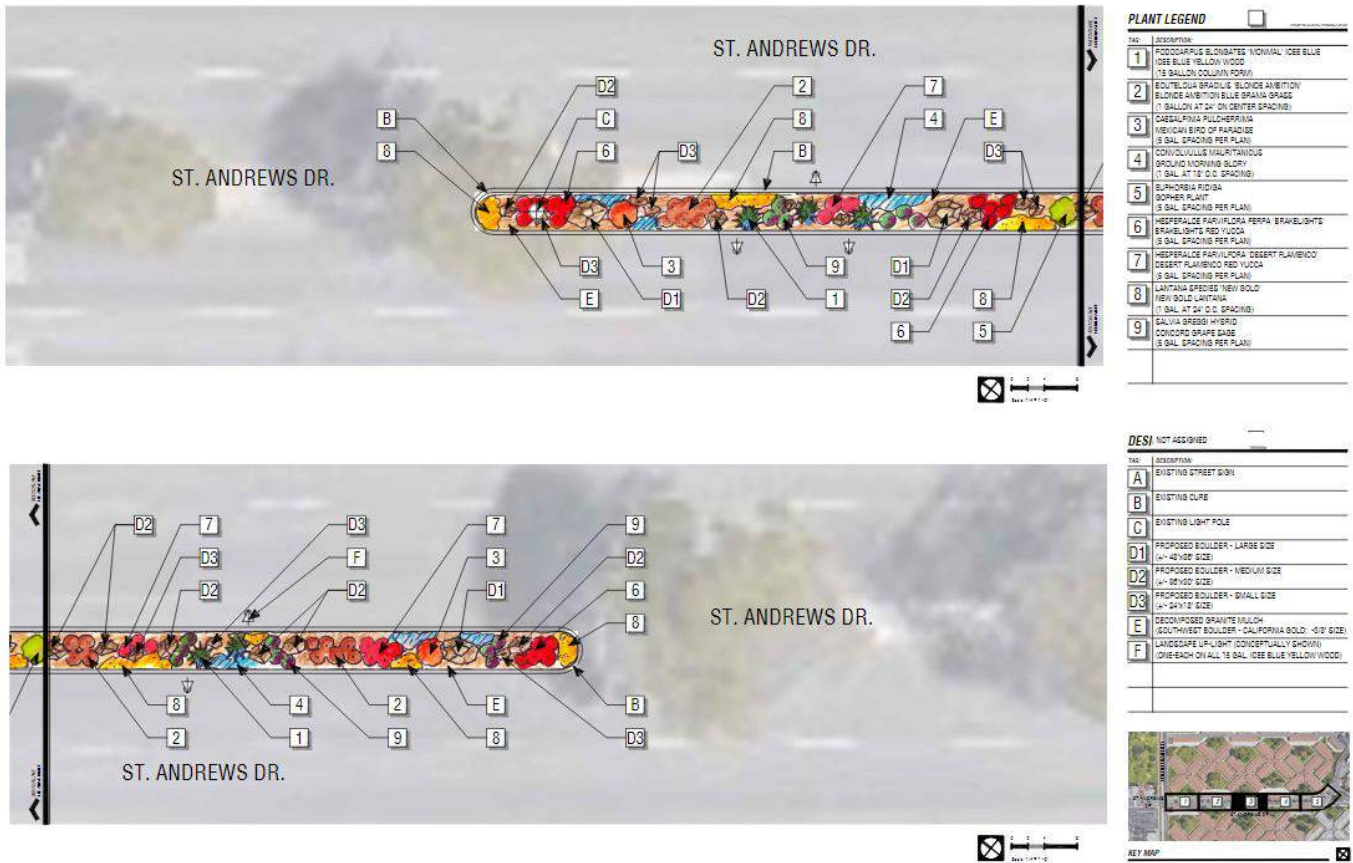
Proposal Anguiano Lawn care	\$11,044
Rock and Boulder - estimated	\$7,000
Lighting - estimated	\$1,000
Contingency	\$956
Total	\$20,000

Note: Proposal from Mission was \$35,781 (copy attached).

Reserve funding, in the amount of \$125,000, has been allocated for five (5) medians on South St. Andrews.



General Landscape Plan



Proposed Design Perspective



I move to award a contract to Anguiano Lawn Care to landscape the #3 median on South St. Andrews, for a cost not to exceed of \$18,044 (landscape, irrigation, rocks and boulders), and use in-house labor for lighting, for a total cost not to exceed \$20,000, Reserve funding and authorize the President to sign related contracts.

PROPOSAL AND CONTRACT

TO: Golden Rain Foundation ("Owner")

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4748

Seal Beach Leisure World May 15, 2018

THE undersigned Anguiano Lawn Care, Contractor, State of California License No. 771542 (C-27), ("Contractor"), agrees to furnish all materials and perform all labor necessary to complete in a good, timely and workmanlike manner, according to attached specifications the following described below, at the price indicated below.

SPECIFICATIONS

TOTAL PRICE

Project 870-18 Median #3 landscaping on St. Andrews Drive South per proposal dated 05/14/18
attached as Exhibit A.

\$11,044.

Start Date: May 22, 2018

Work to be completed by July 31, 2018, (48) working days.

Assess a \$250 per day penalty for each day completion is in excess of July 31, 2018, unless extension is agreed upon by both parties in writing.

THE above price is for a complete job, free and clear of any and all claims and liens and includes, without limitation, all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

Payments shall be made as follows:

25% Due prior to start of work for material deposit	\$2,761.00
90% upon completion, inspection and acceptance	\$7,178.60
10% retention thirty (30) days after final inspection	\$1,104.40

Invoice(s) are to be accompanied with proper lien release(s).

AN AMOUNT equal to TEN (10) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE undersigned Contractor warrants that it has read and acknowledges reviewing the above-mentioned approved City plans and specifications and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

this contract.

7. RUBBISH: Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the obligation, to have same performed and charge cost of work to Contractor.

8. PARKING: The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.

9. RESPONSIBILITY: Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property damage caused by Contractor and/or its personnel or subcontractors in connection the performance of this Agreement. Should the proper workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.

10. STORAGE: Any materials stored on job site shall be at Contractor's sole risk. Owner shall endeavor where possible, to provide storage space in designated areas. Contractor shall be responsible for adequately securing the any materials stored at the job site.

11. CHANGES: No deviations from plans or specifications shall be made by Contractor without prior approval in writing from Owner. No claims for extras above and beyond the amount of said contract and/or change orders will be honored unless authorized in writing by Owner prior to commencement of work.

12. QUALITY TESTS: If requested, Contractor agrees to furnish certified verification of the grade or materials he is using in its work. Such verification shall be at its own cost and expense and shall be by a recognized association of U.S. Bureau of Standards Grading.

13. JOINT PAYMENTS: Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.

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

15. INDEMNITY: Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

17. OBSERVING LEISURE WORLD SPEED LIMIT: The Contractor shall adhere to the maximum speed limit of 25 MILES PER HOUR and all other rules of the community. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.

18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL: At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected. "TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within forty-eight (48) hours after the effective date. Contractor shall provide "flag men" as necessary, during the construction phase.

19. WORK HOURS & SECURITY PROCEDURES: Contractor shall abide by Owner's work hours of 8:00 a.m. to 5:00 p.m., excluding weekends and holidays and except in the case of an emergency. Contractor also agrees to abide by Owner's security and sign-in procedures applicable to vendors.

20. AUTHORITY OF SIGNORS: Each individual executing this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement by the Party on whose behalf he or she purports to act.

21. MISCELLANEOUS: This Agreement, including the Proposal & Contract and all Exhibits, plans, drawing, specifications and change orders, incorporated herein, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third party beneficiaries.

This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single Party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

THE undersigned Contractor further warrants that it has examined the job site and ground and has relied entirely upon its own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This proposal and contract, including the General Provisions, plans, specifications and any exhibits hereto, contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: George Hurtado _____ David Rudge _____ Mark Weaver _____ Randy Ankeny _____

ACCEPTED BY:

Golden Rain Foundation

CONTRACTOR:

Anguiano Lawn Care

By: _____

Linda Stone, President

By: _____

John Anguiano, Owner

Date: _____

Address: 4551 Cambury Drive, La Palma, CA 90623

Telephone No.: 562-244-1113

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

a. Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or

b. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or

c. Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or

d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

2. MECHANIC'S LIEN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.

3. PROHIBITION AGAINST ASSIGNMENT: The Contractor shall not assign this contract or any monies due or to become due hereunder, nor sublet any portion thereof, without first obtaining the written consent of the Owner.

4. DELAYS, LOSS OR DAMAGE: The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.

5. TAXES: The Contractor shall pay any and all taxes, including sales tax, which may be due or levied against any material or labor; as well as Social Security, Old Age and Unemployment insurance, Income Withholding Tax, all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance have been fully paid.

6. STATEMENT OF UNPAID CLAIMS: Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of

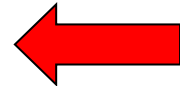
GOLDEN RAIN FOUNDATION - ST ANDREWS DRIVE MEDIANS

St Andrews Drive
Seal Beach, California

OPINION OF PROBABLE LANDSCAPE CONSTRUCTION COSTS

(Based upon MLA's Conceptual Site Plan - Dated: 04/13/2018)

PROJECT SUMMARY		TOTAL
MEDIAN #1		\$46,282
	Demolition	\$6,350
	Softscape	\$14,632
	Landscape Boulder Rocks	\$20,100
	Landscape Lighting	\$5,000
MEDIAN #2		\$44,016
	Demolition	\$6,350
	Softscape	\$14,666
	Landscape Boulder Rocks	\$18,300
	Landscape Lighting	\$5,000
MEDIAN #3		\$35,781
	Demolition	\$5,945
	Softscape	\$11,636
	Landscape Boulder Rocks	\$18,200
	Landscape Lighting	\$5,000
MEDIAN #4		\$43,782
	Demolition	\$6,283
	Softscape	\$14,200
	Landscape Boulder Rocks	\$18,300
	Landscape Lighting	\$5,000
MEDIAN #5		\$67,038
	Demolition	\$7,228
	Softscape	\$21,810
	Landscape Boulder Rocks	\$33,500
	Landscape Lighting	\$5,000
SUB-TOTAL		\$236,898
	(Total Demolition)	\$32,155
	(Total Softscape)	\$76,343
	(Total Landscape Boulder Rocks)	\$103,400
	(Total Landscape Lighting)	\$25,000
	10% Contingency	\$23,690
PROJECT GRAND TOTAL - ALL MEDIANS		\$260,588



Anguiano Lawn Care, Inc.
P.O.B. 2849, SEAL BEACH, CA 90740
562-244-1113

ESTIMATED PROPOSAL FOR SERVICES

MAY 14, 2018
LINDA STONE, GRF PRESIDENT
MARK WEAVER, FACILITES DIRECTOR
ST ANDREWS MEDIAN #3 LANDSCAPE PROPOSAL (139' X 4'.5" = 625.50 SQ FT)

This is an estimated proposal range for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	TOTAL
	PLANTS		
5	15 GALLON SINGLE TRUNK PODOCARPUS ELONGATES 'MONMAL' ICEE BLUE YELLOW WOOD	\$359.00	\$1795.00
	8' TREE STAKES X 2 PER PODOCARPUS	\$20.00	\$100.00
21	ONE GALLON BOUTELOUA GRACILIS 'BLONDE AMBITION' BLUE GRAMMA GRASS SET 24" CENTER SPACING PLANT IS NOT AVAILABLE-PLS SELECT ANOTHER	\$18.00	\$378.00
2	5 GALLON CAESALPINIA PULCHERRIMA 'ORANGE MEXICAN BIRD OF PARADISE- PRIDE OF BARBADOS' SPACING PER PLAN	\$30.00	\$60.00
26	ONE GALLON CONVULVULUS MAURITANICUS 'GROUND BLUE MORNING GLORY' SET 18" CENTER SPACING	\$18.00	\$468.00
7	5 GALLON GREVILLEA LANIGERA 'MT TAMBORITHA' SPACING PER PLAN	\$30.00	\$210.00
9	5 GALLON ANIGOZANTHOS 'PINK JOEY' KANGAROO PAW DWARF SPACING PER PLAN	\$30.00	\$270.00
9	5 GALLON ANIGOZANTHOS ORANGE 'BUSH TANGO' KANGAROO PAW MIDSIZE SPACING PER PLAN	\$30.00	\$270.00
13	5 GALLON HESPERALOE PARVILFORA 'DESERT FLAMENCO' RED YUCCA SPACING PER PLAN	\$30.00	\$390.00

QUANTITY	DESCRIPTION	RATE	TOTAL
33	1 GALLON LANTANA X 'NEW GOLD' SET 24" CENTER SPACING	\$18.00	\$594.00
12	5 GALLON SALVIA GREGGII HYBRID 'CONCORD GRAPE' SAGE SPACING PER PLAN PLANT IS NOT AVAILABLE-PLS SELECT ANOTHER	\$30.00	\$360.00
	AGRI-FORM PLANT TABLETS		\$55.00
	LABOR TO INSTALL PLANTS		\$2055.00
	IRRIGATION		
	GATE VALVE IS CURRENTLY LOCATED IN MEDIAN #2: INSTALL 1.5" GATE VALVE, VALVE FILTER AND 245' OF PIPE TO MEDIAN #3 (LABOR AND MATERIAL)		\$1851.00
625 SQ FT	INSTALL DRIP IRRIGATION (LABOR AND MATERIAL)	\$3.50 PER SQ FT	\$2188.00
	SEPARATE PROPOSAL TO BE SUBMITTED FOR STONE/BOULDERS INSTALL		

TOTAL	\$11,044.00
25% DEPOSIT	<u>\$-2,761.00</u>
TOTAL DUE UPON COMPLETION	\$8,283.00

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN REVIEW COMMITTEE (TF)
SUBJECT: HOLIDAY DECORATIONS 2018
DATE: MAY 15, 2018
CC: FILE

The existing two (2) year agreement for Trust Property holiday decorations with Magical Holiday Designs has expired with the completion of the 2017 holiday season.

Request for proposals were solicited for the 2018 holiday season, of the three (3) requests only two (2) vendors accepted the invitation for facility walkthrough to develop a bid.

Consider It Done Holiday Decoration – Elected not to provide a proposal

Magical Holiday Designs - \$22,963.00 (proposal attached)

At its regularly scheduled meeting on May 14, 2018, the Architectural Design Review Committee duly moved and approved to recommend to the GRF Board of Directors approval of 2018 holiday decorations contract to Magical Holiday Designs.

Note: 2018 Budget, under Cost Center ADRC, GL 6481500, \$25,000 was budgeted for 2018 Trust Property holiday decorations.

I move to award a contract to Magical Holiday Designs, for \$22,963.00, to provided holiday decoration services for Trust Property, adding \$1,000.00 in contingencies, for a total cost not to exceed \$23,963.00, budgeted operational funds, and authorize the President to sign the contract.



PROPOSAL AND CONTRACT

TO: GOLDEN RAIN FOUNDATION ("Owner")

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4401

Seal Beach Leisure World May 15, 2018

Gentlemen:

THE undersigned Magical Holiday Designs, Contractor, State of California License No. _____ to furnish all materials and perform all labor necessary to complete in a good and workmanlike manner, according to attached specifications the following described below at prices indicated.

SPECIFICATIONS

TOTAL PRICE

Project 872-18 - Installation of Holiday Decoration in Leisure World per proposal dated 05/04/18 and attached exhibit "A".

\$22,963.00.

Install and decorate/store one (1) 20 foot tall artificial Christmas tree with a 24 inch topper using al multi colored C-7 LED lights using red, green, and gold traditional design at Clubhouse Three located at 1421 Northwood Road, Seal Beach, CA 90740 [\$8,900]

Install three (3) leased lighted gift boxes for around the tree base [\$600]

Install leased perimeter lights C-9 LED string lights on roof line at the following locations [\$3,100]:

- Just across front facing – roof access:
Administration Building located at 13531-A St. Andrews Drive, Seal Beach, CA 90740
- Front facing and across front side – roof access:
Clubhouse Six located at 1661-E Golden Rain Road, Seal Beach, CA 90740
- Front facing and across front side – ladder:
Medical/Health Care Center located at 1661-D Golden Rain Road, Seal Beach, CA 90740
- Front facing only – ladder:
Front Entrance Security Office located at 13533 Seal Beach Blvd., Seal Beach, CA 90740

Install/strike/store one (1) 5 foot wreath hung between the arch at Clubhouse Six located at 1661-E Golden Rain Road, Seal Beach, CA 90740 [\$250]

Install/strike/store one (1) 5 foot wreath hung between the arch at the Administration Building located at 13531-A St. Andrews Drive, Seal Beach, CA 90740 – customer to provide wreath [\$250]

Install/strike/store one (1) 60 inch tall Menorah in LED lights – staked in front lawn of Onsite Sales office area located at 1901 Golden Rain Road, Seal Beach, CA 90740 [\$250]

Install/strike/store one (1) 24 inch high and 19 foot long in LED lights "Season's Greetings" sign at Clubhouse Four located at 1419 Northwood Road, Seal Beach, CA 90740 [\$250]

Install/strike/store one (1) customer owned 3-D lighted tree in in front lawn of Onsite Sales office area near the Menorah located at 1901 Golden Rain Road, Seal Beach, CA 90740 – customer to provide specifications [\$650]

Install/strike/store C-9 warm white LED strong of lights along roof line at the following locations:

- Clubhouse Three located at 1661-E Golden Rain Road, Seal Beach, CA 90740 **[\$2,388.00]**
- Clubhouse Four located at 1661-E Golden Rain Road, Seal Beach, CA 90740 **[\$2,500.00]**
- Library located at 1661-E Golden Rain Road, Seal Beach, CA 90740 **[\$2,250.00]**
- Two (2) Security Guard Stations located at the North Gate and St. Andrews Gate **[\$750.00]**
- Clubhouse Six located at 1661-E Golden Rain Road, Seal Beach, CA 90740165 l.f. of LEDC C-9 string of lights. [\$825]

To include the setup, removal and storage of purchased and leased Holiday Decorations. The installation of Decorations will occur in mid-November on a date agreed upon by both parties and the removal and storage shall occur by the beginning of the first week of December.

Upon the termination of contract all purchased items will be returned to the Golden Rain Foundation.

Start Date: November 1, 2018

Work to be completed by December 31, 2018, (39) working days

Assess a \$250 per day penalty for each day completion is in excess of December 31, 2018, unless extension is agreed upon by both parties in writing.

THE above prices are for a complete job free and clear of all claims or liens and includes without limitation all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

Payments shall be made as follows:

50% Due before installation	\$11,481.50
50% upon completion, inspection and acceptance.	\$11,481.50
No retention	
Invoice(s) are to be accompanied with proper lien release(s).	

AN AMOUNT equal to ZERO (0) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE undersigned Contractor warrants that he has read and acknowledges reading the approved City plans and specifications above-mentioned and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

THE undersigned Contractor further warrants that he has examined the job site and ground and has relied entirely upon his own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This contract contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: Tommy Fileto _____ Terry De Leon _____ Randy Ankeny _____

ACCEPTED BY:

GOLDEN RAIN FOUNDATION

By: _____

Linda Stone, President

Date: _____

CONTRACTOR:

Magical Holiday Designs

By: _____

_____, Representative

Address: 11109 Armour Ave., Beaumont, CA 92223

Telephone No.: (800) 608-1980, cell: (562) 900-0307

Date: _____

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

a. Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or

b. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or

c. Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or

d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

2. MECHANIC'S LIEN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.

3. PROHIBITION AGAINST ASSIGNMENT: The Contractor shall not assign this contract or any monies due or to become due hereunder, nor sublet any portion thereof, without first obtaining the written consent of the Owner.

4. DELAYS, LOSS OR DAMAGE: The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.

5. TAXES: The Contractor shall pay any and all taxes, including sales tax, which may be due or levied against any material or labor; as well as Social Security, Old Age and Unemployment insurance, Income Withholding Tax, all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance have been fully paid.

6. STATEMENT OF UNPAID CLAIMS: Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of this contract.

7. RUBBISH: Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the obligation, to have same performed and charge cost of work to Contractor,.

8. PARKING: The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.

9. RESPONSIBILITY: Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property

damage caused by Contractor and/or its personnel or subcontractors in connection the performance of this Agreement. Should the proper workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.

10. STORAGE: Any materials stored on job site shall be at Contractor's sole risk. Owner shall endeavor where possible, to provide storage space in designated areas. Contractor shall be responsible for adequately securing the any materials stored at the job site.

11. CHANGES: No deviations from plans or specifications shall be made by Contractor without prior approval in writing from Owner. No claims for extras above and beyond the amount of said contract and/or change orders will be honored unless authorized in writing by Owner prior to commencement of work.

12. QUALITY TESTS: If requested, Contractor agrees to furnish certified verification of the grade or materials he is using in its work. Such verification shall be at its own cost and expense and shall be by a recognized association of U.S. Bureau of Standards Grading.

13. JOINT PAYMENTS: Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.

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

15. INDEMNITY: Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

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19. WORK HOURS & SECURITY PROCEDURES: Contractor shall abide by Owner's work hours of 8:00 a.m. to 5:00 p.m., excluding weekends and holidays and except in the case of an emergency. Contractor also agrees to abide by Owner's security and sign-in procedures applicable to vendors.

20. AUTHORITY OF SIGNORS: Each individual executing this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement by the Party on whose behalf he or she purports to act.

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

Magical Holiday Designs
11109 Armour Ave.
Beaumont, Ca. 92223
800-608-1980 office
562-900-0307 my cell

May 4th, 2018

Golden Rain foundation

P.O. Box 2069

Seal Beach, Ca. 90740

Terry- 562-431-6586 ext 350/ Tommy 714-***-****

thomasf@lwsb.com / Grfap@lwsb.com

Holiday décor 2018

#1- Install and decorate/store (1) 20' artificial Christmas tree with a 24" topper, using all multi colored C-7 led lights, Red, green, and gold, traditional design \$8900.00

(Will be installed at Clubhouse 3 location instead of Health Care Center)

#2- (3) leased install lighted gift boxes for around tree base \$600.00

#3- Install perimeter C-9 LED lights on roof line, leased \$3100.00

Admin building- just across front facing- roof access

Medical Center- front facing and across front side- ladder

Clubhouse 6- front facing and across front side- roof access

Security front entrance- front facing only- ladder

~~Security back of building at front entrance- add \$650.00~~

~~#4- Install/strike/store (2) 6' wreath at front of security office at main entrance. \$450.00~~

~~#5- Install/strike/store (1) 8' wreath at clubhouse 6- hung between arch \$250.00 (customer to provide wreath)~~

#5 - Change From Committee - Install/strike/store (1) 5' wreath at clubhouse 6 - hung between arch 250.00

~~Purchase price \$1529.00 plus tax and delivery \$295.00~~

~~#6- Install/strike/store (1) 6' wreath at admin building (customer to provide wreath) \$250.00~~

#6- Change From Committee - Install/strike/store- (1) 5' wreath at admin building (customer to provide wreath) \$250.00

~~Purchase price \$969.00 plus tax and delivery \$225.00~~

#7- Install/ strike/ store- Menorah- 60" tall in led lights- staked in front lawn \$250.00

#8- Install/strike/store-Season's greetings- 24" high x 19 feet long in led lights \$250.00

#9- Install/strike/store -customer owned 3D lighted tree in front area where we put the Menorah \$650.00 (customer must provide specs)

#12- Install/strike/store- C-9 warm white LED's along roof line

Club House 3- \$2388.00

Club House 4- \$2500.00

Library- \$2250.00

(2) guard stations- \$ 750.00

165LF LED C-9 lights \$825.00



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

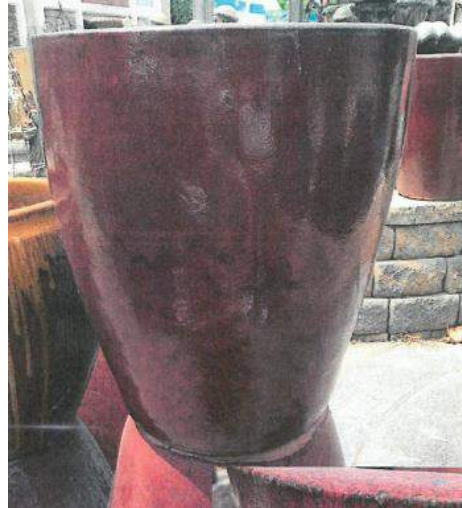
BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN REVIEW COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST,MAIN GATE-LANDSCAPING
DATE: MAY 15, 2018
CC: FILE

At the May 14, 2018 Architectural Design and Review Committee (ADRC) meeting, the Committee moved to request the GRF Board approve the installation of six (6) ceramic flower pots to replace the existing flower pots located at the Main Gate, for a cost not to exceed \$250.00 each, for a total of \$1,500. The cost includes:

- Ceramic flower pots
- Pot drainage materials and soil
- Plants
- Labor to plant and install

Proposed Ceramiic Flower Pot



Funding from the Main Gate Landscape Project, Reserves.

I move to authorize the Executive Director to proceed with the purchase and installation of six (6) ceramic flower pots to replace the existing pots at the Main Gate, for a cost not to exceed \$250.00 each, for a total of \$1,500. Funding Main Gate Landscape Project, Reserves.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN REVIEW COMMITTEE
SUBJECT: RESERVE FUNDING REQUEST - TRUST PROPERTY LANDSCAPE REPLACEMENTS
DATE: MAY 17, 2018
CC: FILE

At the May 14, 2018 Architectural Design and Review Committee (ADRC) meeting, the Committee reviewed proposals (attached) from Anguiano Lawn Care, for the replacement of landscape within three (3) planters adjacent to Clubhouse 3 and Library.

Landscape replacement locations



Area 1	\$5,370	Includes \$500 for concrete removal
Area 2	\$168	
Area 3	\$2,405	
Contingency	\$1,775	Additional Plants, Irrigation, etc.
Total	\$8,500	

I move to award a contract to Anguiano Lawn Care to replace landscape materials at three (3) planters adjacent to Clubhouse 3 and the Library, for a total cost not to exceed \$7,943, and adding \$557 for contingencies, for a total cost not to exceed \$8,500, Reserve Funding and authorize the President sign the contract.

Anguiano Lawn Care, Inc.

P.O.B. 2849, Seal Beach, CA 90740

562-244-1113

PROPOSAL FOR SERVICES

MAY 14, 2018

LINDA STONE, PRESIDENT, GOLDEN RAIN FOUNDATION

MARK WEAVER, FACILITIES DIRECTOR

LIBRARY MISSION BELL LANDSCAPE INSTALL

This is a proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	INSTALL 24" BOX MAGENTA MULTI TRUNK CRAPE MYRTLE TREE	\$380.00	\$380.00
10	INSTALL 5 GALLON WHITE AFRICAN IRIS	\$25.00	\$250.00
8	INSTALL 5 GALLON WHITE VIBURNUM	\$25.00	\$200.00
10	INSTALL 5 GALLON GREEN SOCIETY GARLIC	\$25.00	\$250.00
10	INSTALL 5 GALLON PURPLE MEXICAN HEATHER	\$25.00	\$250.00
	AGRI-FORM PLANT TABLETS		\$40.00
1	50# BAG GRO-POWER AMENDMENT		\$80.00
	LABOR TO RELOCATE APPROX 400 SQ FT OF EXISITING STONE TO BUS DEPOT AREA AND PLANT INSTALL		\$1740.00
	INSTALL DRIP IRRIGATION (LABOR AND MATERIAL)		\$1680.00

TOTAL: \$4,870.00

25% DEPOSIT ~~\$-1,217.50~~

DUE UPON COMPLETION \$3,652.50

13

Anguiano Lawn Care, Inc.
P.O.B. 2849, SEAL BEACH, CA 90740
(562) 244-1113

ESTIMATE FOR SERVICES

MAY 2, 2018
MARK WEAVER, FACILITIES DIRECTOR
LINDA STONE, PRESIDENT, GOLDEN RAIN FOUNDATION
CH3 EAST SIDE ADDT'L PLANTS

This is an estimated proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
12	INSTALL 1 GALLON MUHLENBERGIA 'PINK FLAMINGO' MUHLY GRASSES MIXED IN WITH THE EXISITING OAT GRASS	\$14.00	\$168.00
	CHECK PLANT IRRIGATION		
TOTAL:			\$168.00

Anguiano Lawn Care, Inc.
P.O.B. 2849, SEAL BEACH, CA 90740
(562) 244-1113

ESTIMATE FOR SERVICES

MAY 2, 2018
MARK WEAVER, FACILITIES DIRECTOR
LINDA STONE, PRESIDENT, GOLDEN RAIN FOUNDATION
CH3 CIRCLE TRIANGLE LANDSCAPE

This is an estimated proposal for the following job at the given location as described:

QUANTITY	DESCRIPTION	RATE	AMOUNT
	LABOR TO REMOVE THREE EXISTING JUNIPER BUSHES, ROOTS AND SCALLOPED EDGING (INCLUDES DUMP FEE)		\$900.00
1	INSTALL 24" BOX HONG KONG ORCHID TREE (\$380.00) AND TWO 10' TREE STAKES (\$20.00). (INCLUDES LABOR AND MATERIAL)		\$400.00
32	INSTALL 5 GALLON COLEONEMA PULCHELLUM 'SUNSET GOLD' BREATH OF HEAVEN PLANTED THREE FT APART	\$20.00	\$640.00
	IRRIGATION INSTALL (INCLUDES LABOR AND MATERIAL)		\$380.00
	GRO MULCH		\$50.00
	CHIP MULCH		\$35.00
TOTAL:			\$2405.00

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS COMMITTEE
SUBJECT: AMEND POLICY 2850-36, ADVERTISING COMMISSIONS
DATE: MAY 10, 2018

At its regular meeting on May 10, 2018, the Communications Committee moved to amend Policy 2850-36, Advertising Commission to update policy language and define the criteria for an Existing Account.

I move to amend Policy 2850-36, Advertising Commissions, as presented.

ADMINISTRATION**NEWSPAPER SERVICES****AMEND****Advertising Commissions****Definitions**

New Accounts: corporations, companies and/or individuals that have never run/placed an ad with the LW Weekly ~~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 GRF Communication Department ~~NEWS~~ on a consistent or recurring basis as defined as no less than 48 ads or 12 consecutive months (at least 24 ads) whichever happens first. ~~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~~ Communication Department Head 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



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS COMMITTEE
SUBJECT: AMEND POLICY 2860-36, ADVERTISING RATES
DATE: MAY 10, 2018

At its regular meeting on May 10, 2018, the Communications Committee moved to amend Policy 2860-36, Advertising Rates, to update policy language and define the specific types of advertising.

I move to amend Policy 2860-36, Advertising Rates, as presented.

ADMINISTRATION

NEWSPAPER SERVICES

Advertising Rates

The policy of the Golden Rain Foundation (GRF) is that advertising rates will be competitive with advertising rates in the surrounding community, taking into consideration the uniqueness of our community with respect to the Shareholder/ members and their desirability as potential customers of advertisers.

1. ~~The Publications Manager~~ ~~The Department Head~~ The Communications Department Head, will semi-annually review the advertising rates in use and recommend to the ~~Publications~~ Communications Committee any rate changes for the approval of the Committee and the GRF Board of Directors.
2. This policy shall include advertising rates for the following:
 - a. Display Advertising;
Printed or digital advertising such as banners or other ad formats made of text, images, video, and audio, used or deliver general advertisements and brand messages
 - b. Classified Advertising;
Printed or digital advertising that allows private individuals or businesses to solicit sales for products and service (headings such as Accounting, Automobiles, Clothing, Farm Produce, For Sale, For Rent, etc.).
 - c. ~~Minibus~~ Outdoor Advertising;
Any **advertising** done **outdoors** that publicizes business's products and services. Types of **outdoor advertising** include billboards, bus benches, interiors and exteriors of buses, taxis and business vehicles, and signage posted on the exterior of any brick-and-mortar location.
 - and
 - d. Any other revenue producing ~~publication~~ medium (such as sponsorships, etc.).

Policy

GOLDEN RAIN FOUNDATION

Adopted: 15 Aug 77

Seal Beach, California

Amended: 18 Sep 79

Amended: 15 Jan 91

Amended: 26 Jan 16



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS COMMITTEE
SUBJECT: AMEND POLICY 5581-36, COMMUNICATIONS DEPARTMENT ADVERTISING POLICY
DATE: MAY 10, 2018

At its regular meeting on May 10, 2018, the Communications Committee moved to amend Policy 5581-36, Communications Department Advertising Policy, to update policy language and include a glossary of terms, establish the terms of payment, affirm the rights and responsibilities of the Publisher and the responsibility of the Director of Finance, jointly, with the Head of the Communications Department, to establish accounts receivable procedure and routine collection of accounts.

I move to amend Policy 5581-36, Communications Department Advertising Policy, as presented.

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS****Communications Department Advertising Policy**

- ~~1. Invoices will be mailed either monthly or weekly, as designated by the Managing Editor and/or Controller, with a 30-day net term. The Foundation will allow up to 30 days for payment. A late fee of 1.5% of the unpaid balance will be assessed **per month(?)** for payments received after the 30-day net term that do not include **a U.S. Mail Postmark of the applicable date or earlier. All invoices are due and payable upon receipt.**~~
- ~~2. Payments received within ten days are eligible for a 2% discount.~~
- ~~3. **The Managing Editor** has the option of:~~
 - ~~a. Limiting credit if the account is delinquent~~
 - ~~b. Refusing advertising if the account is delinquent~~
- ~~4. The Controller is responsible for establishing the accounts receivable procedure and routine collection of accounts with the assistance of the Managing Editor.~~

The following standard terms and conditions apply to all advertising orders placed with GRF (The Publisher).

- a) "GRF" / "The Publisher" - Golden Rain Foundation.
- b) "Ad(s)" means the advertising media specified in an applicable Schedule.
- c) "Advertiser" means the Party or Parties designated in a Schedule that desire to have Ads placed on Media Properties.
- d) "Media Properties" means one or more printed and/or electronic and/or other media distribution channels (e.g., email, bus signs, sponsorships) designated in an applicable Schedule.
- e) "Schedule" means a schedule identifying the applicable Advertiser and Publisher, Media Properties and Ad(s).

Terms of Payment.

The following standard terms and conditions apply to all advertising orders placed with GRF (The Publisher):

1. Advertiser shall be invoiced by The Publisher on a monthly or weekly basis upon completion of the calendar month or week in which the advertising was published unless stated otherwise in the applicable Schedule.
2. **Net 30:** The Publisher's payment terms are Net 30 days from the date of invoice.
3. **2% /10 Net 30:** 2% discount can be issued to Advertiser only if payment is received in full within 10 days from invoice date.
4. Late fee of 1.5% of the unpaid balance will be assessed at the end of each month after Net 30 term of the date of the invoice.
5. All sums payable by Advertiser to The Publisher are net and exclude agency fees/commissions or any photography or graphic design / artwork that might be needed.
6. Non-payment of invoices, deposits or advertising orders is NOT regarded as cancellation and the advertiser will still be held liable for the full advertising rate as booked.

Rights & Responsibilities.

1. In addition to any other rights, The Publisher or Head of Department on behalf of the Publisher may
 - a. immediately remove Advertiser's Ad(s) in the event of non-payment by Advertiser within outlined time period;
 - b. limit credit if the account if the Advertiser's account is delinquent;
 - c. refuse Ads placement if the Advertiser's account is delinquent.
2. Director of Finance is responsible for establishing the accounts receivable procedure and routine collection of accounts with the assistance of the Head of Communication Department.

Policy:

Adopted: 15 Feb 72

Amended: 21 Aug 73

Amended: 15 Jan 91

Amended: 14 Dec 93

Amended: 16 May 95

Amended: 24 Sept 13

Amended: 3 May 18

(Sept 2013)

Golden Rain Foundation

Seal Beach, California

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: ADDITIONAL MUTUAL ADMINISTRATION STAFF
DATE: MAY 14, 2018
CC: FILE

At the February 9, 2018 meeting of the Executive Committee, the new position of Administrative Secretary Floater was reviewed. The Position Description and recommendation for funding to come from part of the savings GRF realized with the employee health care renewal was approved by the Board, and the position was filled in March.

Since March, a clear and present need has been identified in the Mutual Administration department for additional staff. At the May 11, 2018 meeting of the Executive Committee, the Committee determined that to fulfill services provided by the Mutual Administration Department to the Mutuals, the employee hired as Administrative Secretary Floater, would be best served by transferring the funding for this new position from Administration (CC30) to Mutual Administration (CC MAC).

I move to approve the transfer of the Administrative Secretary Floater from Administration (CC30) into Mutual Administration (CC MAC).

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND POLICY 5092.01-30, BOARD OF DIRECTORS' CENSURE
PROCEDURE
DATE: MAY 11, 2018
CC: FILE

At its regularly scheduled meeting on May 11, 2018, the Executive Committee moved to recommend to the GRF Board amendment of Policy 5092.01-30, Board of Directors' Censure Procedure, updating the policy language, correcting formatting/numbering, illustrating the two thirds majority vote by the inclusion of a chart, the addition of GRF email and printed copies of executive session meeting to censure as a means of BOD notification, and procedures governing the director subject to censure during the executive session meeting.

I move to amend Policy 5092.01-30, Board of Directors' Code Censure Procedure, as presented.

GOLDEN RAIN OPERATIONS**Board of Directors Censure Procedure****AMEND****PREFACE**

If the action(s) of one or more Golden Rain Foundation (GRF) Directors ~~(BOD)~~ fail to follow the precepts of the Code of Ethics and Conduct (Policy 5092-30), other members of the Board of Directors (BOD) may act to censure that person(s) ~~or persons.~~

1. DIRECTOR CENSURE

1.1. A censure is the process by which the GRF BOD, acting by a two-thirds majority vote of the non-offending directors (the named may not vote per Robert's Rules), can reprimand or condemn the action(s) of a fellow member(s) in the event that the member(s):

- 1.1.1. Acts unilaterally;
- 1.1.2. Discloses confidential information;
- 1.1.3. Fails to attend three consecutive months of regularly scheduled BOD meetings without prior notice, ~~and based on a reasonably unavoidable situation, as determined in the Board's sole discretion, such as a medical condition, personal emergency, etc.;~~
- 1.1.4. Fails to act in a civil and respectful manner ~~way that respects others;~~
- 1.1.5. Creates a hostile or disruptive work environment ~~including acting disruptively;~~
- 1.1.6. Fails to support decisions made by a majority of the BOD;
- 1.1.7. Fails to comply with the law, governing documents, policies or procedures of the GRF; or
- 1.1.8. In the event of an act or omission that creates a threat to any individual, the GRF or the community.

1.1.9. Chart illustrating two-thirds (2/3) majority

<u>Number of Directors</u>	<u>Two-thirds Majority</u>
<u>18</u>	<u>12</u>
<u>17</u>	<u>12</u>
<u>16</u>	<u>11</u>
<u>15</u>	<u>10</u>
<u>14</u>	<u>10</u>

GOLDEN RAIN OPERATIONS**Board of Directors Censure Procedure****AMEND**

<u>13</u>	<u>9</u>
<u>12</u>	<u>8</u>
<u>11</u>	<u>8</u>
<u>10</u>	<u>7</u>

1.1.8.

1.2. ~~The following steps will be used to censure a director.~~ All proceedings related to a censure shall be conducted in a closed, executive session meeting.

4.3. The Director(s) subject to the censure may not elect to have the proceedings conducted in an open, public session.

2. MOTION TO CENSURE

2.1 A "Motion to Censure" form must be filed ~~using the form in Policy 5092.02-30.~~ It must include a second signature from a director clearly in agreement and be submitted to the President for presentation at a special executive session, ~~closed meeting~~ of the BOD. If the censure involves the President, it will be submitted to the Vice President for presentation at a special executive session.

2.2 If the Presiding Officer elects not to place the motion on the agenda of a special executive session ~~meeting of the BOD~~, two members may request a special executive session ~~meeting of the BOD~~.

2.3 A Ddirector(s) subject to censure shall be provided with at least ten (10) business days prior notice of the censure including the reason for the censure and the date, time and location of the meeting where censure will be considered. The Executive Director's office will send the notice of the meeting, a copy of the "Motion to Censure" form and the Censure Policies (5092-30 and 5092.01-30) to the Ddirector(s) by U.S. Mail, GRF e-e-mail and place copies in the Ddirector(s)'s GRF Mail Box. The Presiding Officer will also contact the Director(s) directly.

2.4 The BOD shall be provided at least five (5) business days advance written notice of the special executive session ~~of the full BOD~~ regarding the "Motion to Censure, ~~5092.02-30~~", which shall include a copy of the submitted form ~~5092.02-30~~. Notification shall be sent by the U.S. Mail, GRF email and copies placed in the Director(s) GRF Mail Box ~~by through the Executive Director's office~~ to all BOD members ~~with the addition of an email~~ Notification shall containing the date, time and location of the meeting.

GOLDEN RAIN OPERATIONS**Board of Directors Censure Procedure****AMEND**

2.5 A Ddirector(s) subject to censure may provide a written response and supporting documentation to all BOD members no later than two (2) business days prior to the meeting. The Ddirector(s) shall also be provided an opportunity to respond to the reason for censure at the meeting.

2.6 Director(s) subject to censure must leave the room during voting.

~~2.6~~2.7 The censure motion may be debated and following such debate the debate the BOD may take one of the following actions:

2.~~7~~6.1. Postpone the motion by a simple majority for any reason, including, but not limited to, the desire of the majority to gather additional information and/or permit the director to respond further.

2.~~7~~6.2. Approve the motion by a two-thirds (2/3) majority of a the non-offending directors once a quorum has been established ~~quorum of the non-offending directors~~; or

2.~~7~~6.3. Defeat the motion.

~~2.7~~2.8 Written notice of the BOD's decision shall be sent by U.S. Mail to the named Director ~~member~~(s) no more than fifteen (15) business days following the meeting.

3. ENFORCEMENT PROCEDURES

3.1. If the "Motion to Censure" is passed, the non-offending Director(s) ~~BOD members~~ may choose one or more of the following actions:

3.1.1 Warning/~~E~~ducation

3.1.2 Removal from corporate office or chair

3.1.3 Removal from committee(s)

3.1.4 Requ~~e~~st for resignation

3.2. For offenses relating to the disclosure of confidential or sensitive information, upon a vote of two-thirds (2/3) of the majority of the non-offending Director(s) once a quorum has been established, ~~the quorum of the non-offending BOD members~~, the offender shall ~~may~~ be prevented access to confidential information and Executive session.

3.3. If at any time a Director(s) commits a crime or subjects GRF ~~the Foundation~~ to financial risk;

3.3.1. ~~that~~ Director(s) shall be subjected to legal action by GRF ~~the Foundation~~;

GOLDEN RAIN OPERATIONS

Board of Directors Censure Procedure

AMEND

~~3.3.~~3.3.2. This ~~M~~may result in ~~include~~ removal from the GRF Liability coverage.

3.4. Censure remains in effect until the next annual meeting.

3.5. Decision of the BOD is not appealable.

Policy

Adopted: 24 Jan 17

Reviewed: 12 May 17

GOLDEN RAIN FOUNDATION

Seal Beach, California

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: RESCIND POLICY 5092.02-30, MOTION TO CENSURE
DATE: MAY 11, 2018
CC: FILE

At its regularly scheduled meeting on May 11, 2018, the Executive Committee moved to recommend to the Board rescission of Policy 5092.02-30, Motion to Censure, as it is a form.

I move to rescind Policy 5092.02-30, Motion to Censure.

GOLDEN RAIN OPERATIONS**Board of Directors Code of Ethics and Conduct****RESCIND****MOTION TO CENSURE**

Date of request _____

I, _____ wish to file
Print Name Director signature Mutuala formal motion to Censure _____
Print Name of Director(s)For the following reason(s):

_____**THE MOTION IS SECONDED BY:**

Date _____

I am in agreement and second the motion to Censure:_____
Print Name Mutual Signature**SUBMITTED TO:**_____
GRF Officer Name and Title GRF Officer Signature

Date Received: _____

For completion by GRF Administrative StaffNext Special Executive Session of full BOD: _____
Date, Time and Location

This form will be given to the Director(s) subject to possible censure and the Directors requesting Censure.

Original copy: Executive Director

Copy: Accused
via _____ Mail _____ GRF e-mail _____ GRF Mail Box Date: _____ Initials: _____Copy: Originators
via _____ GRF Mail Box Date: _____ Initials: _____Copy: Presiding Officer
via _____ GRF Mail Box Date: _____ Initials: _____**Policy**Adopted: 24 Jan 17
Amended 02 Feb 18**GOLDEN RAIN FOUNDATION
Seal Beach, California**

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: RESCIND POLICY 5092.03-30, CORRESPONDENCE – NOTIFICATION OF MOTION TO CENSURE
DATE: MAY 11, 2018
CC: FILE

At its regularly scheduled meeting on May 11, 2018, the Executive Committee moved to recommend to the GRF Board rescission of Policy 5092.03-30, Correspondence – Notification of Motion to Censure, as it is a form.

I move to rescind Policy 5092.03-30, Correspondence – Notification of Motion to Censure.

GOLDEN RAIN OPERATIONS

Board of Directors Code of Ethics and Conduct **RESCIND**

(insert date)

Sent via Mail, GRF E-mail and placed in GRF Director Mail Box

(insert addressee name)

(insert address)

RE: Motion to Censure

Dear (addressee name),

A Motion to Censure you has been received by GRF Administration. A copy of the Motion is enclosed and includes the reasons for the possible censure. A Special Executive Session of the GRF Board of Directors is scheduled for:

Date: (insert date of Special Executive Session)

Time: (insert time)

Location: (insert location of meeting)

Per Policy 5092.01-30 (attached) you may provide a written response to all Board members no later than two (2) business days prior to the meeting noted above. You will also be provided with an opportunity to respond to the reason(s) for possible censure at the meeting. You may not bring an attorney to the meeting.

Written notice of the Board's decision will be sent to you no more than fifteen (15) business days following the meeting. The Board's decision is not subject to appeal.

Sincerely,

Executive Director

Enclosures: Copy of Motion to Censure
Copy of Policy 5092.01-30
Copy of Policy 5092.02-30

Policy
Adopted:

**GOLDEN RAIN FOUNDATION
SEAL BEACH, CA**



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: GRF DIRECTORS' HANDBOOK
DATE: MAY 14, 2018
CC: FILE

At the May 11, 2018 meeting of the Executive Committee, the Committee moved and approved to recommend to the Board acceptance of the GRF Directors' Handbook (attached).

I move to approve the GRF Directors' Handbook .



GRF Director's Handbook



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Why serve on the GRF Board?

"MAKING A DIFFERENCE" BY JIM GREER

It has been said that, "without a sense of caring, there can be no sense of community." This means that your care for this community must overcome the negativity that may be thrust upon you. Instead, my challenge to each of you is to set aside your intentions to "prove them wrong" and as a member of the GRF Board follow five simple suggestions:

If you have a personal agenda, write it down. Give everyone a copy, and see if it's worth following.

If you always have an axe to grind, despite all your complaining, you'll never be the sharpest tool in the shed.

If you have a pet peeve, decide either to give it a home, or let it go.

If you have a score to settle, stop keeping score, and settle.

And, if you have a hunger for power, go on a fast, swallow your pride, and hunger no more.

There are so many wonderful examples of people with a caring heart that made a difference in the world by serving. Martin Luther King, Jr., Nelson Mandela, Mahatma Gandhi and Mother Teresa. Each of these leaders made a global impact not by seeking fame, but by serving others on a personal level. Another of these great servants was theologian, organist, philosopher, and physician Dr. Albert Schweitzer who said -

"I don't know what your destiny will be, but one thing I do know: the only ones among you who will be really happy are those who have sought and found how to serve. "

Yes, it is possible to be really happy! Not because you are on the Board. But, because you have decided to serve the people of this wonderful community. Thank you for volunteering to serve on the GRF Board!

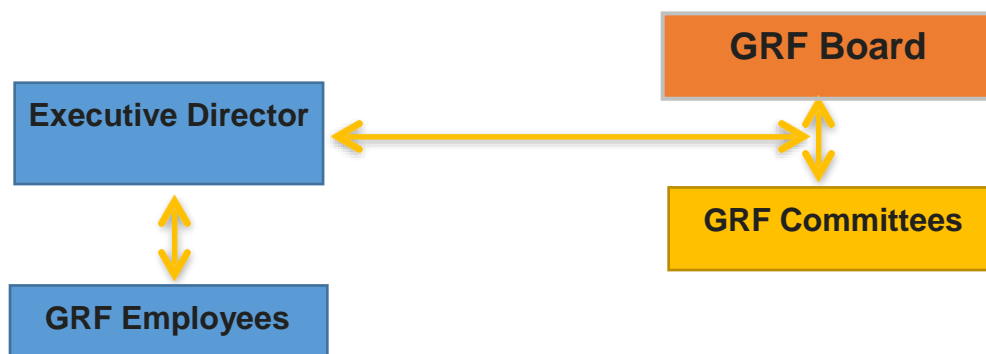


What you should know before running for GRF Board?

If you haven't already done so, we encourage you attend the monthly GRF Board Meetings and several committee meetings to introduce yourself to the types of issues and projects the Board is responsible for overseeing, the Board and Committee process and the teamwork required for managing the Trust Property and serving the Mutuals.

A. As a Director of the GRF Board:

1. You are a volunteer in an unpaid position.
2. You have no control (*authority*) over Mutual Board actions or GRF Employees.
3. You will represent all of Leisure World and not just the Shareholders of your Mutual.
4. If something comes to a vote that effects your Mutual you may/ will have to recuse yourself from the vote.
5. Mutual Board experience is very helpful, but not required.



B. Golden Rain Foundation (GRF):

1. Is a not-for-profit master association that serves as a Management company for the 16 Mutual Corporations.
2. Administers the shared Trust property and facilities owned by these independent Mutual Corporations
3. Has a Board of Directors (BOD) and a full-time Executive Director who oversee the departments serving the community: Administration, Community Facilities, Finance, Golden Rain News, Human Resources, IT Services, Mutual Administration, Stock Transfer, Recreation, and Security.

C. The GRF Board

1. The GRF Board operates through committees that report back to the full BOD monthly, or as directed.
2. There are eight (8) standing committees:
 - a) The Executive Committee
 - (1) comprised of Board Vice President (Chair), President, Corporate Secretary, Treasurer and the Chairs of Mutual Administration (MAC), Recreation and Physical Property committees (See Policy 5110-30);
 - b) Architectural Design Review (ADRC) (See Policy 5760-ADR);
 - c) Communications (See Policy 5125-36);
 - d) Finance (See Policy 5115-31);
 - e) Mutual Administration (MAC) (See Policy 5165-MAC);
 - f) Physical Property (See Policy 5130-70);
 - g) Recreation (See Policy 5135-50); and
 - h) Security, Bus and Traffic (SBT) (See Policy 5145-37).
3. Ad Hoc committees are formed for special needs projects. (See Policy 5024-30)

D. How to become a GRF Director

1. You may be elected by your Mutual Shareholders.
2. Your name may be submitted by a Mutual Board then voted on by the GRF BOD.
3. You must be a Member in good standing (all fees, fines and assessments are current).

E. Application Process

1. All potential Board Members must complete the application packet.
2. Application package is available at the Stock Transfer office and includes the following:
 - a) Eligibility sheet;
 - b) Code of Ethics and Conduct;
 - c) Application and Timeline; and
 - d) List of Board standing committees. You will select your preferences. There is no guarantee of committee assignments.
 - e) Submitted Application package must include the following:
 - (1) Completed Application
 - (2) Resume or statement of qualifications and experience, including your Platform;
 - (3) GRF Member ID card
 - (4) Committee Preferences
 - f) The complete package should be turned in to the Stock Transfer Office prior to close of application period to ensure any questions of eligibility can be resolved.

F. The full GRF Board wants you to succeed in this job so these resources will be provided when you are elected:

1. Training will be provided throughout your term on the Board.
2. A mentor will be assigned by the GRF Board President to guide you through the first few months of service.

G. Expectations of GRF Board members:

1. Time off and vacations are expected but extended absences from our community should not occur: i.e. six-month vacation.
2. Have a willingness to learn and ability to work as a team.
3. Your duty is to research/study and vote on all items that come to the Board for action or response.
4. Attend GRF Board Meetings, Committee Meetings and related meetings, as noted below in Section H.

5. Computer skills are recommended, especially the ability to communicate via e-mail.

H. D. Meetings:

1. You will be assigned to at least three (3) standing committees with monthly meetings. You will be expected to attend these committee meetings ~~and any Work Study meetings for those committees.~~
2. There are two (2) scheduled monthly full Board meetings: one (1) public and one (1) Executive Session, some meetings may be scheduled for the evening.
3. There is an Annual GRF meeting in June. Committee Chairs will submit a report.
4. You should attend Emergency Board meetings.-
5. Executive sessions of the Executive Committee are not open to the full Board.
6. Ballot counting meeting for election of GRF Board members.
7. Once or twice a year you will be assigned to the Parking Rules Violation Panel (PRV).
8. Attending all committees will help you understand the issues the Board is addressing. Attending the Physical Properties and Recreation committees will be most helpful.
9. Mutual meetings: A monthly report is expected to be presented by you at your ~~m~~Monthly Mutual meeting.
10. You should attend your Mutual's Annual Meeting.
 - a)
 - ~~(1) Completed Application~~
 - ~~(2) Resume or statement of qualifications and experience, including your Platform;~~
 - ~~(3) GRF Member ID card~~
 - ~~(4) Committee Preferences~~
 - b) ~~The complete package should be turned in to the Stock Transfer Office prior to close of application period to ensure any questions of eligibility can be resolved.~~ meetings, as noted below in Section H.



Welcome to the GRF

A. In the first week

1. **Meet with Executive Coordinator** (Assistant to the GRF President). This will take less than one (1) hour.
 - a) Pick up GRF mailroom keys (one for the mailroom door and another for your mailbox).
 - (1) This is where your agendas, minutes and other mail to the Board of Directors (BOD) will be found.
 - b) Order business cards.
 - c) Order Board Name Badge.
2. **The mailroom has available:** (located next to Conference Room A, 2nd Floor Administration building)
 - a) An assigned mailbox to receive GRF documents. This box needs to be checked frequently during the week. You will be asked if you want your agendas sent to you by E-Mail only.
 - b) A work table;
 - c) A computer and monitor;
 - d) A phone;
 - e) A microwave;
 - f) A refrigerator; and
 - g) A copier
3. **Make an appointment with ITS Systems Analyst:** (this will take less than 1 hour)
 - a) Pick up your GRF Board iPad;
 - b) Have links installed for GRF calendar and email (these should be checked daily);
 - c) Get information on installing these links on your home computer, if you choose;
 - d) Receive your new board E-Mail address; and
 - e) Request a list of your Mutual shareholders, if desired.

4. **4. Make an appointment with the LW Weekly staff** to get your GRF Board photograph taken. It will be on the web site as well as used by the newspaper when needed.
2. **5. The following information will be provided within a few of weeks** of the new Board term. These items may also be available on the Website: www.lwsb.com
 - a) A list of all GRF Directors.
 - b) A list of committee chairs and members.
 - c) A perpetual calendar listing committee and Board meeting dates and times.
 - e)d) A list of Mutual Presidents.

B. Clubhouse 4 Public Board Meetings

1. Seating on the dais:

- a) Generally assigned in order of your Mutual number;
- b) The Corporate Officers sit in the middle of the dais;
- c) Your name and Mutual are placed on the front of the dais and a name tag with a bottle of water will be placed on the inside where you sit; and
- d) At your request, chairs are available with or without arms.

2. Agendas:

- a) Bring your agenda packet to each Board Meeting;
- b) Your duty, legally, is to read and be familiar with all supporting documents before you vote;
- c) Check your agenda to see if you will be reading a motion;
 - (1) If you do not wish to read it, please call ahead to the GRF President and request not to read the motion. This gives time for another director to be appointed to read the motion.
- d) Be alert to the discussion and proceedings;

3. Attendance:

- a) Please attend and be on time to each Board Meeting. When you arrive after the roll call the meeting must stop. The Corporate Secretary must inform the President and record that you have arrived.
- b) A quorum is the minimum number of Directors who must be present to allow the Board to make decisions. It is $\frac{1}{2}$ of the full Board plus one. Normally this is 10 ($18 \div 2 + 1$).
- c) If the quorum has changed the President must be informed so it can be included in the record.

- d) If you must leave the meeting early, please notify the President, Corporate Secretary, Executive Coordinator or Executive Director before the meeting.
- e) In an emergency at the Board meeting, please send a note to the Corporate Secretary if you must leave.
- f) If you will be out of town, please call or send an E-mail to the above Directors to let them know.

4. Speaking at the Board Meetings:

- a) The yellow button turns on the microphone (labeled “Mike”).
- b) Turn off your lights after speaking or after the voting result is announced.
- c) Negative comments must not include the name of fellow Director, staff member or audience members. Roberts Rules of Order - ROHN(11th edition) pages 392,11.12-25)
- d) Your speaking time may be limited at the GRF Board meetings. This is at the discretion of GRF President. It will be announced.

5. Board Meeting Motions:

- a) You may speak for or against a motion at the GRF Board Meeting by turning on the yellow “Mike” button and waiting until the President calls your name to speak.
- b) Discussion must be related solely to the motion.
- c) Speak clearly and concisely.
- d) If you would like to speak again, you turn on your light and wait. Those who have not spoken, speak first. After everyone speaking for the first time has finished, the second round of speakers will begin.

(1) You are only to add new information that has not already been shared with the directors.

6. Voting

- a) Green light is a “yes” vote.
- b) Red light is a “no” vote.
- c) White light is an Abstention.
- d) Do not vote “yes” or “no” if you are unprepared.
- e) If in doubt about what you are voting on, check your agenda or ask for clarification if needed.
- f) If you need to recuse yourself from a vote, please inform the Chair before the vote is taken. (Recusal is for a conflict of interest).

7. Each Director is given time just before adjournment to speak.
8. Refreshments are served prior to the start of the meeting; usually coffee, tea, donuts and fresh fruit. No food is to be eaten at the dais during the meeting.

C. Executive Session of Full Board

1. These sessions are confidential and disclosure of any of this information is grounds for Director Censure. (See GRF Policy 5092.1-30, Section 1.1.2)
2. Every Director is expected to attend each Executive Session of the full BOD.
3. The supporting confidential documents are given out an hour before the session begins. Arrive early to read the documents prior to the start of the meeting.
4. All paperwork is collected and destroyed after the meeting. Removal of any of these documents without permission may result in disciplinary action.

D. Committees

1. Each committee has a Chair who is responsible for conducting the meeting. More information about Chair responsibilities is available from the GRF President.
2. If you are going to miss the meeting of any committee to which you are assigned, please inform the chair.
3. The GRF Board operates through committees.
4. Committees report to the BOD monthly, or as directed.
5. There are eight (8) standing committees.
6. The Executive Committee comprised of Board Vice President (Chair), President, Corporate Secretary, Treasurer and the Chairs of Mutual Administration (MAC), Recreation and Physical Property committees (See Policy 5110-30);
 - a) The Executive Committee holds an Executive session after the scheduled meeting which covers Personnel issues.
 - b) Non-committee members may not attend these sessions unless invited by the Committee Chair
7. The remaining seven (7) standing committees are:
 - a) Architectural Design Review (ADRC) (See Policy 5760-ADR);
 - b) Communications (See Policy 5125-36);
 - c) Finance (See Policy 5115-31);
 - d) Mutual Administration(MAC) (See Policy 5165-MAC);

- e) Physical Property (See Policy 5130-70);
 - f) Recreation (See Policy 5135-50); and
 - g) Security, Bus and Traffic (SBT) (See Policy 5145-37).
8. The President will assign you to at least three of the above standing committees.
 - a) The list of all committees, the appointed Chair and members are ratified by the full Board.
 9. Each committee has a Charter and policies related to its activities which can be provided to you and is on the Website (www.lwsb.com).
 10. All decisions are made by the full committee and recommended to the full Board.
 11. Each standing committee dissolves at the end of the Board term.
 12. Subcommittees
 - a) The Chair of any standing committee may create subcommittees to deal with specific issues.
 - b) All GRF Directors are eligible to serve on subcommittees.
 - c) Member Specialists may be appointed by the committee chair (See Policy 1220-30).
 - d) Reports are made to the Committee.
 - e) No votes may be taken, but consensus may be reached in these sessions.
 - ~~13. Work Study Groups~~
 - ~~a) Less formal committee meetings to discuss or research relevant topics which may be too time consuming to cover in the scheduled meetings.~~
 - ~~b) No votes may be taken, but consensus may be reached in these sessions.~~
 - ~~14.~~13. Los Alamitos Medical Center Advisory Board (LAMC) -
Five (5) GRF Directors serve on an advisory board of the Health Care Center.
 - ~~15.~~14. Ad Hoc Committees
 - a) Created by the full Board to address specific issues (See Policy 5024-30).
 - b) Exist until the task assigned is finished or the full Board decides it is no longer necessary.
 - c) Reports are made directly to the Board.
 - ~~16.~~15. First year directors rarely chair committees.

E. How Motions Work

1. Most motions begin in a committee.
2. If the motion requires the action of another committee or a department, that information is included in the motion.
3. Any action that requires unbudgeted money must go to the Finance Committee to determine if the money is available. Policy 5516-31
4. After Committee approval, the motion goes to the full Board for approval, modification or denial.

F. Elections

1. A Board meeting is called when ballots are to be counted.
2. A quorum must be present to count ballots. All directors are expected to attend.

G. Annual Meeting of Full GRF Board

1. Corporate Officers and Committee Chairs submit a written report prior to the annual meeting and read it aloud at the meeting.
2. Other directors will be given time to speak and present a written report if they choose.

H. Organizational Meeting

1. New Board Members are seated.
2. New Officers are elected.

I. Parking Panel

1. Once or twice a year you will be assigned to the Parking Rules Violation Panel (PRV)
2. You will hear contested citations issued by the Security Parking officers
3. You will not participate in the hearing of a resident of your Mutual or a personal acquaintance. (Policy 1927.02-37).

J. Town Hall Meetings

It is expected that you will attend. GRF may schedule a town hall meeting to discuss important issue(s) with members.

K. Board Trainings

1. It is strongly recommended you attend all training opportunities. Some training sessions are mandatory.
2. GRF GRF Board trainings are sometimes combined with the Mutual Board trainings.
3. Off-site Board workshops may be held for training, goal setting, long term planning, etc.

L. Board Dinner

1. Thank you to departing Directors for their service on the Board;
2. Welcome to new Directors and guests; and
3. Attendance not required but strongly encouraged.

M. Thank-You Holiday Event

1. Honors the service of all Mutual Directors, GRF Directors and GRF management staff.
2. Attendance not required but strongly encouraged.

N. Resigning as a Director from the GRF Board

1. Formal Letter of Resignation must be in writing and include the following:
 - a) Date written;
 - b) Date effective; and be
 - c) Signed
2. This written resignation is non-revocable upon submission and acceptance by the full Board.

O. Odds and ends you might like to know

1. You may get paper and ink cartridges for your printer if needed while doing GRF work. See Executive Assistant to President.
2. If you want to talk to the GRF President or the Executive Director, please call and make an appointment. Anything you discuss with the Executive Director will be shared with the President.
3. If you wish to receive Incident reports of events occurring in your Mutual, E-mail your request to the Security Services Director.

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Prepared by GRF, 2018.



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 APRIL FINANCIAL STATEMENTS
DATE: MAY 14, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on May 14, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the April 2018 financial statements for audit.

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

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

Financial Recap – April 2018

As of the four-month period ended April 2018, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$289,790.

Major variances are:

Employment Taxes & Benefits	159,719	Favorable: P/R Taxes \$40K; Workers' Comp \$54K; Group Ins \$58K; 401(k) Match \$7K
Temporary Agency Fees	(41,559)	Temporary help for key positions.
Professional Fees	26,498	Legal expenses less than budget
Facilities Rentals & Maintenance	21,461	Repairs & Maint \$-7K; Landscape \$20K; Service Contracts \$8K
Property & Liability Insurance	50,088	Favorable: Actual premiums less than budget; Est. YE variance: \$129K
Other Income	50,097	Permits \$13K; Recreation \$11K; Shipping recov. \$10K
Rental Income - Resales	27,723	Favorable: Unit sales exceeded budget
News Advertising Income	(44,574)	Unfavorable: Budget was more optimistic than current advertiser interest

	Fund Balance	Allocated For 2018 Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,424,686	\$2,073,429	\$7,351,257	9

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,774,251	\$525,029	\$1,249,222	11

Total approved unbudgeted operating expenses were \$64,347 as of year-to-date.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	172,292	
1122000	Non-Restricted Funds	54,311	
	Receivables	575,542	
	Prepaid expenses	324,174	
	Inventory of maintenance supplies	495,912	

	Total Current Assets		1,622,230
	Designated deposits		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	9,424,686	
1212500	Capital Improvement Fund-GRF	1,774,251	
1213000	Liability Deductible & Hazard Fund	204,287	

	Total designated deposits		11,903,224
	Notes Receivable		
1411000	Notes Receivable	27,034	

	Total Notes Receivable		27,034
	Fixed Assets		
	Land, Building, Furniture & Equipment	35,888,586	
	Less: Accumulated Dep'n	(23,243,461)	

	Net Fixed Assets		12,645,125
	Other Assets		-----
	Total Assets		26,197,614
			=====

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	312,186	
	Project Commitments	800,122	
	Prepaid Deposits	11,350	
	Accrued payroll & payroll taxes	498,100	
	Accrued expenses	193,481	
	Accrued property taxes	120,690	

	Total Current Liabilities	1,935,928	
	Total Liabilities		1,935,928
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	500,000	
3212000	Reserve Equity	8,854,299	
3394000	Capital Fund Equity	1,644,516	
3310000	Beneficial Interest in Trust	10,004,228	

	Total Mutuals' Beneficial Interest		21,003,044
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	(75,985)	

	Total Excess Income		(75,985)
3920000	Dep'n & Amortization		(3,142,811)
	Net Stockholders' Equity		24,261,687

	Total Liabilities & Stockholders' Equity		26,197,614
			=====

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of April 2018

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 3/31/2018	500,000	9,429,375	1,806,945	204,287	16,464	11,957,071
Funded: Assessments		-				-
Funded: Membership Fees collected	(46)	70,242	70,242			140,484
Funded: M17 Lease Fees collected	-	-	-			-
Funded: Interest on Funds		5,262				5,262
Progress Payments on CIP						-
Expenditures		(80,193)	(102,936)			(183,129)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Disbursement to Mutuals						-
Transfers between funds						-
Interest Income Allocation						-
Net Monthly Activity					37,847	37,847
Balance 4/30/18	500,000	9,424,686	1,774,251	204,287	54,311	11,957,535
Net Activity	-	(4,689)	(32,694)	-	37,847	464

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended April 30, 2018

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	226,603	186,425	40,178
Current Assets	13,525,454	13,548,183	(22,729)
Current Liabilities	1,935,928	2,101,053	(165,125)
Current Ratio	6.99	6.45	
Designated Deposits:	11,903,224	11,940,607	(37,383)
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,320,518	1,333,717	(13,199)	(0.99)
Expense	1,286,325	1,293,557	7,232	0.56
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	34,193	40,160	(5,967)	
Year To Date	Actual	Budget	Variance	%
Income	5,441,740	5,349,790	91,950	1.72
Expense	5,163,902	5,361,742	197,840	3.69
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	277,838	(11,952)	289,790	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2018
165.98	163.79	164.96



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: MAY 14, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on May 14, 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 May as well.

Based on the amount of liquid reserve funds and taking into consideration the total reserve commitments, the committee passed a motion to recommend to the board to invest \$800,000 of reserve funds at the current going interest rate offered at First Foundation Bank using funds transferred from the US Bank Money Market Reserve account 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 transferring \$800,000 of reserve funds from US Bank Money Market Reserve account to First Foundation Bank and investing these funds in a 52-week CDAR at the current going interest rate offered by First Foundation Bank which will be fully insured by the FDIC.

I move to authorize the purchase for the month of June, a 52-week CDAR for \$1,000,000 at the current going interest rate offered at First Foundation Bank using funds from matured CDARs.

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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: MEDICAL CENTER LEASE, 5TH AMENDMENT
DATE: MAY 17, 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 D, Seal Beach, California, 90740, commonly identified as the Medical Center.

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.

The lease agreement for the exclusive use of Trust Property between the Golden Rain Foundation (GRF) and Los Alamitos Medical Center, Inc (LAMC) requires amendment, due to GRF assumption of the portion of the lease pertaining to the 850 square foot apartment in CH6. Per the approved action of the GRF at its April meeting, GRF has entered into an agreement with CARE ambulance service for the space occupied within CH6.

LAMC has drafted the proposed 5th amendment (attached) to the agreement between GRF and LAMC removing the terms and conditions as included within the 3rd amendment to the lease,

dated July 22, 2009, effectively removing the 850 square foot apartment from the agreement and further includes a new monthly lease amount based upon the 850 square foot reduction.

Current monthly lease payment	\$47,000.00
Proposed monthly lease payment	\$45,661.96
Difference	\$1,338.04

At the regularly scheduled meeting of the Finance Committee on May 17, 2018, the Committee duly moved and approved to recommend to the Board, acceptance of the 5th amendment to the agreement between Los Alamitos Medical Center, Inc. and the Golden Rain Foundation.

I move to approve the 5th Amendment to the agreement between Los Alamitos Medical Center, Inc. and the Golden Rain Foundation and authorize the President to sign the document.

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement (the "Fifth Amendment") is made and entered into as of the execution of Fifth Amendment to Lease Agreement by both parties (the "Effective Date") by and between Los Alamitos Medical Center, Inc., a California corporation, doing business as Los Alamitos Medical Center ("LAMC") and Golden Rain Foundation ("GRF").

WITNESSETH

WHEREAS, LAMC and GRF are parties to that certain Leisure World Health Care Center Lease dated December 28, 1988; as amended by the Amendment to Leisure World Health Care Center Lease Agreement on April 1, 1992; as amended by the Amendment to Leisure World Health Care Center Lease Agreement on May 1, 1998; as amended by the Amendment to Leisure World Health Care Center Lease Agreement July 22, 2009; and as amended by the Fourth Amendment to Leisure World Health Care Center Lease Agreement January 6, 2014 (the "Lease").

WHEREAS, it is the desire of the parties hereto to amend said Lease; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LAMC and GRF agree as follows:

1. **Premises.**
LAMC and GRF hereby agree to amend the Premises, as amended by the Amendment to Leisure World Health Care Center Lease Agreement dated July 22, 2009, by removing the following from the Premises:

A portion of Clubhouse 6 located at 1661 Golden Rain Road, Building E, Seal Beach, California consisting of an 850 square foot room in the northwest corner dedicated to use by paramedics.
2. **Rent.** LAMC and GRF hereby agree to amend the Rent to \$45,661.96 per month, to reflect the removal of 850 square feet from the Premises.
3. Except as herein provided, the Lease and all of the terms and conditions contained therein, are hereby ratified and reaffirmed by LAMC and GRF.
4. This Fifth Amendment to Lease Agreement represents the complete agreement between LAMC and GRF regarding the subject matter hereof, and no other changes or modifications of the Lease Agreement are intended nor shall any such other changes or modifications exist. In the event of a conflict between the terms of Lease Agreement and this Fifth Amendment to Lease Agreement, the terms of this Fifth Amendment to Lease Agreement shall control to the extent applicable.

SIGNED as of the dates set forth below the signatures below.

LOS ALAMITOS MEDICAL CENTER

By: _____
Name: Kent Clayton
Title: Chief Executive Officer
Date: _____

GOLDEN RAIN FOUNDATION

By: _____
Name: Linda Stone
Title: President
Date: _____



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: STOCK TRANSFER - NJR
SUBJECT: AMEND POLICY 2115-33, AMEND FEE SCHEDULE INCLUDING NOTARY SERVICES BY APPOINTMENT; POLICY COST CENTER CHANGE
DATE: MAY 22, 2018
CC: STOCK TRANSFER OFFICE, MUTUAL ADMINISTRATION

At its regularly scheduled meeting on May 15, 2018, the Mutual Administration Committee reviewed policy 2115-33 with the attached fee schedule. The policy and fee schedule are updated with the new cost center, new copier services and new notary services. The Committee recommends GRF Board amend the policy and attachment, as presented.

I move to amend the use of Notary Services at the state approved rate, amend policy 2115-44, including the updated fee schedule attachment to policy 2115-44, as presented.

ADMINISTRATION**MUTUAL ADMINISTRATION****Distribution ~~Copy and Supply Center~~ Business Services**

Photocopying and other business services are available in the Distribution Office for Foundation members and Mutual corporations during operating hours.

<u>Type of Copies</u>	<u>Type of Paper</u>	<u>Cost</u>
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Fees for Services

See attached list of prices, 2115.01-44.

<u>Other Services</u>	<u>Cost</u>
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Stapled copies	no charge
Folding	\$2 flat fee

The photocopying of books is not permitted. The photocopying of copyrighted material is not permitted. Examples of copyrighted material include: newspapers, magazines, copyrighted photos, ~~and~~ sheet music, stamps, GRF ID cards, GRF passes, money and stocks. The photocopying of materials is at owner's risk.

Payments will be collected at the Distribution Office when service is rendered. Acceptable forms of payment are credit card, cash and checks made out to Golden Rain Foundation.

~~There is a 500 page limit for black & white copies.~~

~~There is a 250 page limit for color copies. Payment for color copies will be collected at the Distribution Office and copies will be made by Foundation personnel in the Administration copy room when time permits.~~

Mutual Corporation Copy Service

The Mutual corporations carry accounts with the GRF Finance Department and may make request copies in the Distribution be made in the Copy & Supply Center Office without making immediate payment. A log of charges will be forwarded monthly to the Finance Department and will include the name of the director who requested the copies, the date, number of pages, copy charges, and a copy of the document that was duplicated.

The Finance Department will bill the Mutuals quarterly.

Community organizations and clubs are not permitted to carry accounts for copy service, with the exception of the Golden Age Foundation.

(Feb 17) 5/15/18 njr

ADMINISTRATION

MUTUAL ADMINISTRATION

~~Distribution~~ Copy and Supply Center Business Services

Policy

Adopted: 19 Dec 2014

Amended: 27 Oct 2015

Reviewed: 14 Feb 2017

GOLDEN RAIN FOUNDATION

Seal Beach, California

WELCOME TO THE GRF DISTRIBUTION COPY & SUPPLY CENTER

562-431-6586 ext 345

Copy and Supply Center Fees

For your convenience, the GRF Distribution Copy & Supply Center is here to assist you in your copying needs.
Effective ~~July 13, 2015~~ June 1, 2018, the charges for copy services are as follows:

<u>Type of Copies</u>	<u>Type of Paper</u>	<u>Cost</u>
Black & White <i>500 page limit.</i>	white, 8 ½ x 11, or 8 ½ x 14, <u>or 11 x 17</u> only colored paper – shareholder provided <u>Must be less than 80 pound stock</u>	\$0.08 per page (1-25 pages) \$0.07 per page (26-150 pages) \$0.05 per page (151+ pages)
Black & White <i>500 page limit.</i>	colored paper - in stock, limited variety	\$0.13 per page (1-25 pages) \$0.12 per page (26-150 pages) \$0.10 per page (151+ pages)
Color <i>250 page limit.</i> <i>Color copies will be made by GRF personnel when time permits.</i>	white, 8 ½ x 11 or 8 ½ x 14 only	\$0.13 per page (1-25 pages) \$0.12 per page (26-150 pages) \$0.10 per page (151+ pages)

<u>Other Services</u>	<u>Cost</u>
-----------------------	-------------

Stapled copies	<u>no charge</u>
Folding	<u>\$2 flat fee</u>

Booklets are maximum 35 sheets of paper to produce 140 page booklet

Booklet white, 8 ½ x 11, folded, stapled, 4 images per page, max 140 pages \$ 5.00 per booklet

Booklet white, 8 ½ x 14, folded, stapled, 4 images per page, max 140 pages \$ 6.00 per booklet

Booklet white, 11 x 17, folded, stapled, 4 images per page, max 140 pages \$ 7.00 per booklet

Brochure white 8 ½ x 11, tri-fold \$ 0.50 per sheet

Stapled Copies \$ 0.02 per copy set

Folding letters \$ 2.00 for up to 250 copies

\$ 3.00 for up to 500 copies

Notary Service: By Appointment (effective June 1, 2018) 562-431-6586 ext 345 \$15.00 per signature

The photocopying of copyrighted material is not permitted. Examples of copyrighted material include books, newspapers, magazines, copyrighted photos, ~~and~~ sheet music, stamps, GRF ID cards, GRF passes, money, and stocks.

Acceptable forms of payment are cash, checks made out to *Golden Rain Foundation*, and credit card payments (\$10 min.).

With the exception of the Golden Age Foundation, community organizations, houses of worship, and clubs are not permitted to carry accounts for copy service.

The Mutual Corporations will be billed quarterly. A log of charges will be forwarded to the Finance Dept. and will include the name and signature of the director who requested the copies, the date, number of pages, and copy charges.

updated 5/15/18 njr H:\JUNIORS FORMS\FORM DISTRIBUTION CHARGES 2015 summer.docx

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: STOCK TRANSFER - NJR
SUBJECT: AMEND POLICY 1400-33, CO-OCCUPANTS AND QUALIFIED PERMANENT RESIDENTS
DATE: MAY 22, 2018
CC: STOCK TRANSFER OFFICE, MUTUAL ADMINISTRATION

At its regularly scheduled meeting on May 15, 2018, the Mutual Administration Committee reviewed Policy 1400-33, Co-occupants and Qualified Permanent Residents. The Committee recommends GRF Board amend the policy, as presented.

I move to amend Policy 1400-33, Co-occupants and Qualified Permanent Residents, as presented.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

Co-Occupants and Qualified Permanent Residents

The community facilities of the Golden Rain Foundation are maintained for the use of stockholder/members of Seal Beach Leisure World with the following exceptions:

1. Co-Occupants

- a. Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not stockholders/members but are approved by the Mutuels to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the ~~Initiation~~ Amenity Fee listed in Policy 5061.

2. Qualified Permanent Residents

- ~~a. Qualified Permanent Residents, as defined in California Civil Code Section 51.3(c)(1), shall be encouraged to have their names placed on the share of Mutual stock.~~
- b. Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)(2), shall be entitled to use all of the community facilities upon payment of a fee equal to the ~~Initiation~~ Amenity Fee listed in Policy 5061.

3. Health Care Providers

- ~~a. Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a month-~~ monthly report of those health care ~~persons-~~ providers residing in the Mutual.

Policy
Adopted: 31 Jan 95

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Jan 95)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: STOCK TRANSFER - NJR
SUBJECT: AMEND POLICY 1801-33, QUALIFIED PERMANENT RESIDENTS AND CO-OCCUPANT AGREEMENTS
DATE: MAY 22, 2018
CC: STOCK TRANSFER OFFICE, MUTUAL ADMINISTRATION

At its regularly scheduled meeting on May 15, 2018, the Mutual Administration Committee reviewed policy 1801-33, which had been marked up by a committee of Mutual Presidents, and presented to all Mutual Presidents at the Presidents Council. The Committee recommends GRF Board amendment of the policy, as presented.

Furthermore, it should be noted that once the Mutuals have ratified Mutual policies, this GRF policy will come before the Board to be rescinded.

I move to amend the Policy 1801-33, Qualified Permanent Residents and Co-occupant Agreements, as presented.

COMMUNITY OPERATIONS**RESIDENT CO-OCCUPANTS****Qualified Permanent Resident and Co-Occupant Agreements**

~~Effective February 1, 1995,~~

In order to comply with Section 51.3 of the California Civil Code, the following classes of citizens may reside in Seal Beach Leisure World:

- ~~1. Resident Stockholder or Condominium Owner — a person 55 years of age or older.~~
- ~~2. Qualified Permanent Resident — a person under the age of 55 years who meets all of the following qualifications:~~
 - ~~a. Is 45 years of age or older, or is a spouse, cohabitant, or person providing primary physical or economic support to the resident stockholder.~~
 - ~~b. has an ownership interest in, or is in expectation of an ownership interest in the dwelling unit.~~
 - ~~c. Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.~~
3. 1. Co-Occupant – a person who meets all of the following qualifications:
 - a. Is 55 years of age or older.
 - b. **Has completed the co-occupant application.** ~~Does not have a financial interest or expectation of a financial interest in the dwelling unit.~~
 - c. Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.
 - d. **Has paid the required Amenities fee to the Golden Rain Foundation.**

~~4. Health Care Provider — a person of any age hired to provide live-in, long-term or hospice health care to the Resident Stockholder for compensation.~~

~~A Resident Stockholder who desires to have a Qualified Permanent Resident reside in a dwelling unit will be required to complete a Request for Additional Occupant Entry form and a Qualified Permanent Resident Agreement. Upon the death or dissolution of marriage, or upon~~

COMMUNITY OPERATIONS**RESIDENT CO-OCCUPANTS****Qualified Permanent Resident and Co-Occupant Agreements**

~~hospitalization or other prolonged absence of the Resident Stockholder, any Qualified Permanent Resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident.~~

~~A person hired to provide live-in, long-term or hospice health care to the Resident Stockholder for compensation is not eligible to become a Co-Occupant and may not use the community facilities. The Resident Stockholder should apply for a service pass. Upon the death or hospitalization or other prolonged absence of the Resident Stockholder, the health Care Provider has no right to continue his or her occupancy, residency or use of the dwelling unit and the service pass shall be surrendered to the Stock Transfer Office.~~

~~A person whose name appears on a share of stock as a Nonresident Co-Owner may not reside in Leisure World as a Qualified Permanent Resident or as a Co-Occupant.~~

~~A person who had the right to reside in Seal Beach Leisure World prior to February 1, 1995, shall not be deprived of the right to continue that residency on the same basis as a result of the adoption of this change in policy.~~

~~The Executive Director is directed to establish the procedure to implement this policy.~~

Policy

Adopted: 12 Jun 85

Amended: 15 Apr 86

Amended: 12 Apr 94

GOLDEN RAIN FOUNDATION**Seal Beach, California**

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: APPROVE REALTOR DOCUMENTS
DATE: MAY 15, 2018
CC: FILE

At the regularly scheduled meeting of the Mutual Administration Committee on April 10, 2018, the Committee reviewed the draft realtor pass requirements document, for after hours or weekend access and the procedures for the buying and selling unit process for realtors.

I move to approve the Realtor Pass Requirements document be distributed by the Security Department to realtors without realtor passes and the Buying and Selling Process Handout be posted on the website and printed copies be available in the Stock Transfer Department.

SEAL BEACH LEISURE WORLD REALTOR PASS REQUIREMENTS

Seal Beach Leisure World (SBLW) is a gated, active adult community. Golden Rain Foundation (GRF) is the Management Services provider. Realtors are required to obtain a Realtor Pass from the GRF Stock Transfer Office Monday through Friday, 8 a.m. to 4:30 p.m. The Stock Transfer office is closed the 3rd Friday of the month.

1. How do I obtain a Realtor Pass?

- a. Enter SBLW at the Main Gate, through the No Pass Lane. Show your business card to Security personnel and you will be directed to the GRF Stock Transfer Office located at 13531 St. Andrews Drive, Administration Building, 1st Floor.
- b. Realtor Pass is required to avoid receiving parking tickets.
- c. Realtor Pass will allow you to show property during the week and on weekends.
- d. Realtor Pass must be renewed annually.
- e. Realtor Pass cost is \$10 per year.

2. How do I list property?

- a. When you receive your Realtor Pass you will also receive a handout that explains the Buying and Selling Process in SBLW.
- b. Open House is not permitted in SBLW.

This is intended to be printed on half sheet and handed out to new realtors when they arrive on the weekend or after hours.

Seal Beach Leisure World (SBLW) is a gated, active adult community. Golden Rain Foundation (GRF) is the Management Services provider. The following are the procedures and information you will need to successfully list, sell or buy a unit in this community.

LISTING A SEAL BEACH LEISURE WORLD UNIT

1. Notice of Intent to Withdraw (NOI): this notifies the Mutual Corporation 1-12 or 14-16 of the seller's intent to sell their share of stock.
 - a. The NOI may be obtained from the escrow company or the GRF Stock Transfer Office. The NOI is valid for six months.
 - b. When the seller has signed the NOI, the escrow company courier delivers the signed form to the GRF Stock Transfer Office to be signed by the Mutual President. This may take approximately 10 working days.
 - c. After the President signs, the NOI goes back to the escrow company. The escrow company sends the original NOI to the GRF Physical Property Escrow clerk. This authorizes the Pre-Listing Inspection (PLI).
 - i. Mutual 9 PLI process is different. Check with the Stock Transfer Office for details.
 - d. A set of keys for all unit doors, patio and carport storage units are required.
 - e. Mutual 17 is condominiums and follows some common real estate processes but you must consult with Stock Transfer Office personnel.
2. Pre-Listing Inspection (PLI): Identifies repairs that the Seller is responsible for completing prior to the close of Escrow.
 - a. Pre-listing inspections differ from mutual to mutual.
 - b. When the inspection is completed the PLI is sent to the escrow company for the signature of the seller.

3. Installation of Lock Box:

- a. The NOI must be signed by the Mutual President before the realtor may place the lock box on the unit door and show the unit.

BUYING OR SELLING A SEAL BEACH LEISURE WORLD UNIT

1. Escrow Opened:

- a. The seller has until two weeks prior to the close of escrow to take care of the repairs deemed their responsibility on the Pre-Listing inspection (PLI).
- b. A final inspection is conducted two weeks prior to the close of escrow.
- c. If the required work has not been completed by the seller, the inspector contracts and schedules the work to be completed prior to the close of escrow. The cost will be deducted from the Withdrawal Inspection Deposit (WID). The WID amount varies from Mutual to Mutual.

2. Close of Escrow:

- a. Costs are compiled and sent to the GRF Finance Department to be paid from the WID. The remaining balance is refunded to the seller generally within 45 to 60 days after the close of escrow.

3. Sale by Trust or Estate:

- a. Contact the Stock Transfer Office at 562-431-6586 ext. 347.

BUYING A SEAL BEACH LEISURE WORLD UNIT

1. Buyer Qualifications:

- a. 55 years of age or older
- b. Meet financial requirements (these vary from mutual to mutual)
- c. Pay a one-time Amenities fee to Golden Rain Foundation (GRF) for use of Trust property.
- d. Contact Stock Transfer Office for current requirements and fees.

2. Units in Mutuals 1-12 and 14-16:

- a. Buyer is purchasing a share of stock in a Stock Cooperative with rights of occupancy in that unit. Buyer owns stock, not the unit.
- b. This purchase is cash only. No mortgage is permitted.
- c. Buyer becomes a stockholder, not an owner.

3. Units in Mutual 17:

- a. Buyer is purchasing a condominium.
- b. Mortgages are permitted.
- c. Buyer becomes the owner of the unit.

4. Buyer Orientation Meeting:

- a. A Buyer Orientation is required prior to the close of Escrow.
- b. The meeting is generally conducted by the Mutual President and a Mutual Director with the buyer and GRF Building Inspector in attendance.
- c. The meeting includes a review of the Pre-Listing Inspection report, Mutual rules and expectations.
- d. The meeting will take approximately 1 to 2 hours.

5. Comparison Chart:

- a. See attached table for additional comparisons of Stock Cooperatives and Condominiums.

Stock Cooperatives Mutuals 1-12 and 14-16		Condominium Mutual 17 only	
<div><u>DIFFERENCES</u></div>			
Mutual owns the property Landlord/renter relationship		You own the Condominium	
You own a share of stock which allows you to live and make improvements to the unit			
Occupancy Agreement		Covenants, Conditions, and Restrictions (CCRs)	
No Mortgage Purchase price paid in full		Mortgage is possible	
No Reverse Mortgage		Reverse Mortgage possible on an approved building	
No lease or rental allowed		Lease is allowed	
<div><u>SIMILARITIES</u></div>			
Each unit is all electric. No gas is available.			
Visitor limited to maximum of 60 days, per year			
Mutual approval required for improvements			
Must use GRF vetted contractors			
Permits required for most work			
One-time amenities fee			
Pets allowed, with some restrictions			
Co-Occupants must be approved			

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: PAVING PROJECT PHASE 3 (ST ANDREWS NORTH)
DATE: MAY 8, 2018
CC: FILE

At its regularly scheduled meeting on May 7, 2018, the Physical Property Committee reviewed a quote from MJ Jurado (quotation provided is the same cost per square foot, as contractor provided for the 2017 Paving Project, Phases 1 and 2), to repave the section of St Andrews drive known as Paving Project Phase 3.

This area includes the south side of St Andrews from Northwood to Golden Rain and the north side of St. Andrews from Interlachen to Northwood for a cost of \$748,342.45. The 2018 Reserve Study allocated \$937,000 for Phase 3 (See attached).

Yellow lines denote areas to be replaced



The scope of work includes:

- Two-inch grind and overlay of the area marked in yellow below
- The removal of all 34 trees
- Excavation of 18" of dirt and roots and import clean soil
- Replacement of the median gutters from Golden Rain to Northwood.
- Repair of known failing areas
- Stripping and Signage
- Traffic Control

The Committee reviewed and discussed accepting the single quote from MJ Jurado, noting the high quality of the work provided, and that the proposal is the same cost per square foot as street Phases 1 and 2, and unanimously moved and approved to recommend the GRF Board award a contract to MJ Jurado to Grind and Overlay the part of St Andrews described as Paving Project Phase 3, for a cost of \$748,342.45, adding contingencies, not to exceed a total of \$937,000.

I move to award a contract to MJ Jurado for \$748,342.45 to grind and overlay the portion of North St. Andrews as called out in the Phase 3 Paving Project, remove trees and replace median, repair and repaint area as needed, adding \$186,676 in contingencies equaling the amount in the reserve study for this project, for a total cost not to exceed \$937,000 and authorize the Physical Properties Chairperson to approve any use of contingency funds and the President sign the contract with MJ Jurado.

Fiscal Year	2018	2019	2020	2021	2022
1308 Comp Shingle Roof - Replace	\$0	\$0	\$47,741	\$0	\$0
1330 Gutter System - Repair/Replace	\$0	\$0	\$3,395	\$0	\$0
Combined Assets					
302 Generators - Replace	\$0	\$0	\$0	\$0	\$0
303 HVAC Systems - Replace	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138
303 Space Heaters - Replace	\$0	\$0	\$0	\$0	\$0
328 Bldg 5 Plumbing - Refurbish	\$0	\$0	\$0	\$0	\$0
328 Plumbing - Refurbish	\$0	\$0	\$0	\$0	\$0
329 Admin Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Amphitheater Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Library Dist Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Resale Office Dist Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Security Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
332 Water Heaters - Replace	\$0	\$10,300	\$0	\$0	\$0
350 Exhaust Fans - Replace	\$0	\$0	\$28,644	\$0	\$0
385 Walkway Light Fixtures - Replace	\$0	\$24,720	\$0	\$0	\$0
430 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
439 Outdoor Furnishings - Replace	\$0	\$0	\$16,444	\$0	\$0
800 Exterior Doors - Replace	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255
917 Audio-Visual Equipment - Replace	\$0	\$0	\$0	\$0	\$0
970 CCTV Camera System - Replace	\$0	\$0	\$68,958	\$0	\$0
1860 Fire Alarm Systems - Replace	\$0	\$0	\$0	\$0	\$0
Infrastructure					
201 Asphalt (Parking Lot) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 1) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 2) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 3) - Resurface	\$937,000	\$0	\$0	\$0	\$0
201 Asphalt (Phase 4) - Resurface	\$0	\$0	\$1,106,519	\$0	\$0
201 Asphalt (Phase 5) - Resurface	\$0	\$0	\$0	\$1,801,907	\$0
202 Asphalt (Parking Lot) - Repair/Seal	\$0	\$0	\$41,906	\$0	\$0
202 Asphalt (Phase 1) - Repair/Seal	\$0	\$0	\$55,167	\$0	\$0
202 Asphalt (Phase 2) - Repair/Seal	\$0	\$53,560	\$0	\$0	\$0
202 Asphalt (Phase 3) - Repair/Seal	\$52,000	\$0	\$0	\$0	\$0
202 Asphalt (Phase 4) - Repair/Seal	\$52,000	\$0	\$0	\$0	\$0
202 Asphalt (Phase 5) - Repair/Seal	\$0	\$0	\$0	\$56,822	\$0
360 Crosswalk Lights - Replace	\$0	\$0	\$0	\$0	\$0
360 Traffic Light Poles - Replace	\$0	\$0	\$0	\$0	\$0
361 Large Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
367 Marquee - Replace	\$0	\$0	\$108,212	\$0	\$0
380 Shuffleboard Court Lights - Replace	\$0	\$0	\$0	\$0	\$0
385 Security Bldg. "Leisure World" Sign	\$0	\$0	\$22,279	\$0	\$0
505 Pedestrian Gates - Replace	\$0	\$0	\$0	\$0	\$0
518 Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
580 St Andrews Vehicle Gate - Replace	\$0	\$0	\$0	\$0	\$0
706 Barrier Arm Operator - Replace	\$0	\$0	\$6,737	\$0	\$0
708 Gate Operators - Replace	\$3,200	\$0	\$0	\$0	\$0
709 Electrical Generator - Replace	\$0	\$0	\$5,623	\$0	\$0
968 Gate Server Equipment - Replace	\$0	\$0	\$0	\$3,770	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$55,167	\$0	\$0
1020 Tree Removal & Replacement	\$0	\$0	\$275,834	\$0	\$0
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$3,608	\$0
1118 Parking Spaces - Restripe	\$0	\$8,086	\$0	\$0	\$8,835
1118 Red Curbs - Repaint	\$0	\$22,145	\$0	\$0	\$24,198
1702 Waterscape Shoreline - Clean/Repair	\$130,000	\$0	\$0	\$0	\$0
1906 Radar Trailer - Replace	\$0	\$0	\$0	\$0	\$0
Miscellaneous Components					
1022 Main Gate Beautification - Project	\$0	\$0	\$0	\$0	\$0
1061 Globe Motor - Replace	\$0	\$0	\$0	\$0	\$0
1062 Globe Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1402 Monument Signs - Refurbish	\$26,000	\$0	\$0	\$0	\$0
1405 Street Signs - Replace	\$0	\$0	\$0	\$0	\$0
1415 Veterans Memorial - Refurbish	\$0	\$0	\$0	\$0	\$0
1880 RV Lot Office Trailer - Replace	\$0	\$0	\$0	\$0	\$0
Fleet Maintenance					
305 Portable Maint. Equipment	\$0	\$0	\$0	\$0	\$0
319 Overhead Lights on Vehicles	\$0	\$0	\$0	\$0	\$0
1900 Cushmans - Replace	\$0	\$0	\$0	\$0	\$0
1902 Forklift - Replace	\$0	\$0	\$0	\$0	\$0

Association Reserves, 26608-0

57

9/7/2017



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

Lic.# 987670

Proposal

Date	Estimate #
5/7/2018	17-0411

ATTN:

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

Project			
2018 St. Andrews Paving Street Improvemen			
Description	Qty	Rate	Total
St. Andrews Paving - North Bound Starting At Interlachen Includes Y Turn Pocket Joining Northwood Rd. Grind & Overlay And CrackFill As needed .	45,703	2.05	93,691.15
St. Andrews Paving - South Bound Between Golden Rain Rd. & NorthWood Rd. Grind & Overlay , CrackFill as Needed .	150,381	2.05	308,281.05
Concrete Median Island - Remove & Replace A Curb Per City Sids. Includes Slot Patch Asphalt .	5,342	48.00	256,416.00
Median Tree Removal , Demo Existing Trees (34) And Haul Offsite , Haul Offsite Roots & Excavate 18" Rock Base in Median & Import Clean Soil . Place Future Pipes In Median For Irrigation .	1	34,000.00	34,000.00
Asphalt Failing Areas - Dig out failing Areas & place back 6" Asphalt Prior To Paving Street .	1	0.00	0.00
Striping & Signage St. Andrews 2 - Coats Of Striping	1	18,000.00	18,000.00
R&R Sidewalk As Needed Verify In Field . PER SF. Cost	1	22,000.00	22,000.00
R&R Curb & Gutter As Needed Verify In Field . PER LF. Cost	1	9.25	9.25
R&R ADA Ramps As Needed Verify In Field PER Each	1	45.00	45.00
Traffic Control - Maintain Traffic Control & Street Sweeping Misc. Clean Up.	1	900.00	900.00
	1	15,000.00	15,000.00
*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.			
We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service. Michael J. Jurado		Total	\$748,342.45

Approved By: _____

Date: _____

PROPOSAL AND CONTRACT

TO: GOLDEN RAIN FOUNDATION ("Owner")

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4401, 4748

Seal Beach Leisure World May 14, 2018

Gentlemen:

THE undersigned M. J. Jurado, Inc. Contractor, State of California License No. 987670-A agrees to furnish all materials and perform all labor necessary to complete in a good and workmanlike manner, according to attached specifications the following described below at prices indicated.

SPECIFICATIONS

TOTAL PRICE
\$748,342.45

Project 854-18 Trust Property Street Replacement, Phase III project (reserve)
Per Proposal/Estimate #17-0411 dated 05/07/18 attached as Exhibit A.

St. Andrews Paving - North Bound Starting At Interlachen. Includes Y Turn Pocket Joining Northwood Rd. Grind & Overlay and Crack Fill As needed. [45,703 sq ft @ \$2.05 = \$93,691.15]

St. Andrews Paving - South Bound Between Golden Rain Road and North Wood Road. Grind & Overlay, Crack Fill as Needed. [150,381 sq ft @ \$2.05 = \$308,281.05]

Concrete Median Island - Remove & Replace A Curb Per City Standards. Includes Slot Patch Asphalt. [5,342 sq ft @ \$48.00 = \$256,416.]

Median Tree Remove, Demo (34 each) Existing Trees And Haul Offsite, Haul offsite Roots & Excavate 18" Rock Base in Median & Import Clean Soil. Place Future Pipes In Median For Irrigation. [\$34,000.]

Asphalt Failing Areas - Dig out failing Areas & place back 6" Asphalt Prior To Paving Street [\$18,000.]

Striping & Signage St. Andrews with 2 Coats Of Striping [\$22,000.]

Extras:

R&R Sidewalk As Needed. To Verify in Field at a cost of \$9.25 PER S.F. [\$9.25]

R&R Curb & Gutter As Needed. To Verify In Field at a cost of \$45 PER L.F. [\$45]

R&R ADA Ramps As Needed. To Verify In Field at a cost of \$900 PER Each. [\$900]

Traffic Control - Maintain Traffic Control & Street Sweeping Misc. Clean Up. [\$15,000.]

*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.

Start Date: May 22, 2018

Work to be completed by November 30, 2018, (132) working days

Assess a \$250 per day penalty for each day completion is in excess of June 15, 2018, unless extension is agreed upon by both parties in writing.

THE above prices are for a complete job free and clear of all claims or liens and includes without limitation all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

- 2. MECHANIC'S LIEN:** In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.
- 3. PROHIBITION AGAINST ASSIGNMENT:** The Contractor shall not assign this contract or any monies due or to become due hereunder, nor sublet any portion thereof, without first obtaining the written consent of the Owner.
- 4. DELAYS, LOSS OR DAMAGE:** The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.
- 5. TAXES:** The Contractor shall pay any and all taxes, including sales tax, which may be due or levied against any material or labor; as well as Social Security, Old Age and Unemployment Insurance, Income Withholding Tax, all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance have been fully paid.
- 6. STATEMENT OF UNPAID CLAIMS:** Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of this contract.
- 7. RUBBISH:** Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the obligation, to have same performed and charge cost of work to Contractor.
- 8. PARKING:** The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.
- 9. RESPONSIBILITY:** Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property damage caused by Contractor and/or its personnel or subcontractors in connection the performance of this Agreement. Should the proper workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.
- 10. STORAGE:** Any materials stored on job site shall be at Contractor's sole risk. Owner shall endeavor where possible, to provide storage space in designated areas. Contractor shall be responsible for adequately securing the any materials stored at the job site.
- 11. CHANGES:** No deviations from plans or specifications shall be made by Contractor without prior approval in writing from Owner. No claims for extras above and beyond the amount of said contract and/or change orders will be honored unless authorized in writing by Owner prior to commencement of work.
- 12. QUALITY TESTS:** If requested, Contractor agrees to furnish certified verification of the grade or materials he is using in its work. Such verification shall be at its own cost and expense and shall be by a recognized association of U.S. Bureau of Standards Grading.
- 13. JOINT PAYMENTS:** Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.
- 14. ATTORNEY'S FEES:** The prevailing party in any action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.
- 15. INDEMNITY:** Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.
- 16. INSURANCE:** The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.
- 17. OBSERVING LEISURE WORLD SPEED LIMIT:** The Contractor shall adhere to the maximum speed limit of 25 MILES PER HOUR and all other rules of the community. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.
- 18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL:** At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected. "TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-

Payments shall be made as follows:

20% Due prior to start of work for deposit on materials	\$149,668.49
70% upon completion, inspection and acceptance.	\$523,839.72
10% retention thirty (30) days after final inspection.	\$ 74,834.25

Invoice(s) are to be accompanied with proper lien release(s).

AN AMOUNT equal to TEN (10) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE UNDERSIGNED Contractor warrants that he has read and acknowledges reading the approved City plans and specifications above-mentioned and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

THE undersigned Contractor further warrants that he has examined the job site and ground and has relied entirely upon his own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This contract contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: George Hurtado _____ David Rudge _____ Mark Weaver _____ Randy Ankeny _____

ACCEPTED BY:

GOLDEN RAIN FOUNDATION

CONTRACTOR:

M.J. Jurado, Inc.

By: _____

Linda Stone, President

By: _____

Michael J. Jurado, Representative

Date: _____

Address: 726 S. Sherrill Street, Anaheim, CA 92804

Telephone No.: (714) 397-0143

Date: _____

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

a. Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or

b. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or

c. Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or

d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings,

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - NORTH ST. ANDREWS-CONDUIT FOR FUTURE COMMUNICATION CABLES
DATE: MAY 17, 2018
CC: FILE

At the regularly scheduled meeting of the Physical Properties Committee on May 7, 2018, the Committee reviewed a proposal for the installation of conduit and required pull boxes for future communication cables from Golden Rain Rd to Northwood Rd (approximately 3,280 feet). The proposal provided by MJ Jurado (contractor of record for Streets Phase 2), in the amount of \$45,920, was the same cost per linear foot as in the 2017, Street Phase 2 replacement (St Andrews North).

The Committee duly moved and approved to forward the proposal to the Board, pending Finance Committee determination of Capital funding.

Street Replacement Phase 3



At the May 17, 2018 meeting of the Finance Committee, the Committee determined sufficient Capital funds are available.

I move to approve the awarding of a contract to MJ Jurado, in the amount of \$45,920, Capital Funds, for the installation of conduit for the future installation of communication cables from Golden Rain Rd to Northwood Rd (approximately 3,280 feet) and authorize the President to sign the contract.

PROPOSAL AND CONTRACT

TO: GOLDEN RAIN FOUNDATION ("Owner")

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4401, 4748

Seal Beach Leisure World May 14, 2018

Gentlemen:

THE undersigned M. J. Jurado, Inc. Contractor, State of California License No. 987670-A agrees to furnish all materials and perform all labor necessary to complete in a good and workmanlike manner, according to attached specifications the following described below at prices indicated.

SPECIFICATIONS

Project 869-18 North St. Andrews Drive – Conduit for Future Communications Cables project
(capital) Per Proposal/Estimate #17-0412 dated 05/07/18 attached as Exhibit A.

TOTAL PRICE
\$45,920.

Sawcut and trench for future communication line. Includes 10 traffic rated boxes at approximately 400 l.f. apart. Place 2 each of 2-inch conduit pipe to be 36 inches in depth, backfill, and compact pave back asphalt. [3,280 l.f. @ \$14 = \$45,920.]

*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.

Start Date: May 22, 2018

Work to be completed by November 30, 2018, (132) working days

Assess a \$250 per day penalty for each day completion is in excess of June 15, 2018, unless extension is agreed upon by both parties in writing.

THE above prices are for a complete job free and clear of all claims or liens and includes without limitation all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

Payments shall be made as follows:

90% upon completion, inspection and acceptance.	\$41,328.
10% retention thirty (30) days after final inspection.	\$ 4,592.

Invoice(s) are to be accompanied with proper lien release(s).

AN AMOUNT equal to TEN (10) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE UNDERSIGNED Contractor warrants that he has read and acknowledges reading the approved City plans and specifications above-mentioned and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

7. RUBBISH: Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the obligation, to have same performed and charge cost of work to Contractor.

8. PARKING: The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.

9. RESPONSIBILITY: Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property damage caused by Contractor and/or its personnel or subcontractors in connection the performance of this Agreement. Should the proper workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.

10. STORAGE: Any materials stored on job site shall be at Contractor's sole risk. Owner shall endeavor where possible, to provide storage space in designated areas. Contractor shall be responsible for adequately securing the any materials stored at the job site.

11. CHANGES: No deviations from plans or specifications shall be made by Contractor without prior approval in writing from Owner. No claims for extras above the amount of said contract and/or change orders will be honored unless authorized in writing by Owner prior to commencement of work.

12. QUALITY TESTS: If requested, Contractor agrees to furnish certified verification of the grade or materials he is using in its work. Such verification shall be at its own cost and expense and shall be by a recognized association of U.S. Bureau of Standards Grading.

13. JOINT PAYMENTS: Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.

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

15. INDEMNITY: Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

17. OBSERVING LEISURE WORLD SPEED LIMIT: The Contractor shall adhere to the maximum speed limit of 25 MILES PER HOUR and all other rules of the community. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.

18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL: At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected. "TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within forty-eight (48) hours after the effective date. Contractor shall provide "flag men" as necessary, during the construction phase.

19. WORK HOURS & SECURITY PROCEDURES: Contractor shall abide by Owner's work hours of 8:00 a.m. to 5:00 p.m., excluding weekends and holidays and except in the case of an emergency. Contractor also agrees to abide by Owner's security and sign-in procedures applicable to vendors.

20. AUTHORITY OF SIGNORS: Each individual executing this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement by the Party on whose behalf he or she purports to act.

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

THE undersigned Contractor further warrants that he has examined the job site and ground and has relied entirely upon his own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This contract contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: George Hurtado _____ David Rudge _____ Mark Weaver _____ Randy Ankeny _____

ACCEPTED BY:
GOLDEN RAIN FOUNDATION

CONTRACTOR:
M.J. Jurado, Inc.

By: _____
Linda Stone, President

By: _____
Michael J. Jurado, Representative

Date: _____

Address: 726 S. Sherrill Street, Anaheim, CA 92804
Telephone No.: (714) 397-0143

Date: _____

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

a. Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or

b. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or

c. Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or

d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

2. MECHANIC'S LIEN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.

3. PROHIBITION AGAINST ASSIGNMENT: The Contractor shall not assign this contract or any monies due or to become due hereunder, nor sublet any portion thereof, without first obtaining the written consent of the Owner.

4. DELAYS, LOSS OR DAMAGE: The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.

5. TAXES: The Contractor shall pay any and all taxes, including sales tax, which may be due or levied against any material or labor; as well as Social Security, Old Age and Unemployment insurance, Income Withholding Tax, all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance have been fully paid.

6. STATEMENT OF UNPAID CLAIMS: Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of this contract.



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

Lic.# 987670

Proposal

Date	Estimate #
5/7/2018	17-0412

ATTN:

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

Project			
Future Communication Line			
Description	Qty	Rate	Total
Sawcut & Trench For Future Communication Line , Includes 10 Traffic Rated Boxes At Approx 400 LF. Apart , Place 2 -2" Conduit Pipe To Be 36" In Depth , Backfill & Compact Pave Back asphalt .	3,280	14.00	45,920.00
<p>*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.</p> <p>We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.</p> <p>Michael J. Jurado</p>			
Total			\$45,920.00

Approved By: _____

Date: _____



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST - EXTERIOR PAINTING - LIBRARY
DATE: MAY 17, 2018
CC: FILE

At the regularly scheduled meeting of the Physical Properties Committee on May 7, 2018, the Committee duly moved to recommend to the GRF Board of Directors the acceleration of Reserve funds (from 2019 to 2018) for painting the exterior of the Library, pending determination by the Finance Committee that sufficient Reserve funds are available, in the amount of \$3,600 (\$3,300 proposal Hutton painting and a \$300 contingency).

Library		2,018	2,019	PPC Recommended 2018
1115	Stucco Repaint		\$3,811	
1116	Wood Repaint		\$3,502	
Total Paint			\$7,313	

Full Reserve schedule attached

At the May 17, 2018 meeting of the Finance Committee, the Committee determined sufficient Reserve funds, in the amount of \$3,600, are available.

I move to approve the acceleration of Reserve funds, in the amount \$3,600, for the exterior painting of the Library, Asset IDs 1115 and 1116, and approve the President to sign the contract.

Fiscal Year		2018	2019	2020	2021	2022
1308	Asphalt Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1330	Gutter/Downspouts - Replace	\$0	\$0	\$0	\$0	\$0
1800	Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802	Elevator Cab - Remodel	\$0	\$0	\$0	\$0	\$0
Clubhouse #6						
439	Patio Furniture - Replace	\$0	\$0	\$0	\$0	\$0
603	Vinyl Flooring - Replace	\$49,500	\$0	\$0	\$0	\$0
608	Rubber Flooring - Replace	\$0	\$0	\$0	\$0	\$0
612	Laminate Flooring - Replace	\$0	\$0	\$0	\$0	\$0
914	Wall Panel System - Replace	\$0	\$0	\$0	\$0	\$0
945	Fitness Equipment - Replace	\$0	\$0	\$0	\$0	\$0
948	Ping Pong Tables - Replace	\$0	\$0	\$0	\$0	\$0
951	Bathrooms - Remodel	\$0	\$0	\$0	\$0	\$0
1110	Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1115	Stucco - Repaint	\$0	\$0	\$0	\$0	\$0
1302	Flat Roof - Replace	\$0	\$0	\$0	\$0	\$0
1410	Bulletin Boards - Replace	\$0	\$0	\$0	\$0	\$0
1800	Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802	Elevator Cab - Remodel	\$0	\$0	\$0	\$0	\$0
Amphitheater						
317	Sewage Ejection Pump - Replace	\$0	\$0	\$7,904	\$0	\$0
317	Sewage Pumps - Replace	\$0	\$0	\$0	\$0	\$0
317	Storm Pumps - Replace	\$4,900	\$0	\$0	\$0	\$0
361	Large Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
505	Brown 3' Iron Railing - Replace	\$0	\$0	\$0	\$0	\$0
505	Brown Single Iron Railing - Replace	\$0	\$0	\$0	\$0	\$0
505	White 3' Iron Railing - Replace	\$0	\$0	\$0	\$0	\$0
505	White Single Pipe Railing - Replace	\$0	\$0	\$0	\$0	\$0
601	Carpet - Replace	\$6,500	\$0	\$0	\$0	\$0
603	Vinyl Squares Floor - Replace	\$13,500	\$0	\$0	\$0	\$0
608	Hardwood Stage Floor - Replace	\$0	\$0	\$0	\$0	\$0
610	Hardwood Floor - Refurbish	\$0	\$0	\$0	\$0	\$0
910	News Room - Remodel	\$0	\$0	\$0	\$0	\$0
916	Amateur Radio Equipment	\$0	\$0	\$7,904	\$0	\$0
916	Amateur Radio Room Furnishings	\$0	\$0	\$2,811	\$0	\$0
918	Emergency Operations Center	\$0	\$0	\$6,153	\$0	\$0
919	Sound Stage Furnishings - Replace	\$0	\$0	\$76,385	\$0	\$0
920	Theater Bleachers - Replace	\$0	\$0	\$0	\$0	\$0
920	Theater Club Furnishings - Replace	\$0	\$0	\$5,782	\$0	\$0
920	Theater Drapery - Replace	\$0	\$0	\$0	\$0	\$0
920	Theater Lighting - Replace	\$0	\$0	\$67,367	\$0	\$0
920	Theater Rigging - Replace	\$0	\$0	\$0	\$0	\$0
920	Theater Sound - Replace	\$0	\$0	\$0	\$0	\$0
921	Ad/Production Room Facility	\$0	\$0	\$0	\$0	\$0
922	Amphitheater Office Furnishings	\$0	\$0	\$11,670	\$0	\$0
925	Projection/DVD Player - Replace	\$0	\$0	\$0	\$0	\$0
933	Pianos - Replace	\$0	\$0	\$0	\$0	\$0
951	Bathrooms - Major Refurbish	\$0	\$0	\$115,638	\$0	\$0
1101	Doors - Repaint	\$2,150	\$0	\$0	\$0	\$0
1110	Interior Surfaces - Repaint	\$0	\$0	\$0	\$16,391	\$0
1113	Metal Surfaces - Repaint	\$3,500	\$0	\$0	\$0	\$3,939
1115	Exterior Flatwork - Repaint	\$0	\$0	\$0	\$0	\$0
1116	Wood Surfaces - Repaint	\$8,500	\$0	\$0	\$0	\$9,567
1302	Cap Sheet Roof - Re-coat	\$8,200	\$0	\$0	\$0	\$0
1302	Cap Sheet Roof - Replace	\$0	\$0	\$0	\$0	\$0
Library						
601	Carpet - Replace	\$0	\$0	\$0	\$22,947	\$0
605	Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
924	Patron Management System	\$0	\$0	\$0	\$0	\$0
951	Bathrooms - Major Refurbish	\$0	\$0	\$0	\$0	\$0
951	Friends of Library Bathrm - Refurb	\$0	\$0	\$0	\$0	\$0
960	Library Furnishings - Replace	\$0	\$0	\$0	\$0	\$0
1110	Interior Surfaces - Repaint	\$0	\$0	\$4,774	\$0	\$0
1115	Stucco - Repaint	\$0	\$3,811	\$0	\$0	\$0
1116	Wood Surfaces - Repaint	\$0	\$3,502	\$0	\$0	\$0
1121	Wood - Repair	\$0	\$0	\$0	\$0	\$0
1302	Cap Sheet Roof - Replace	\$0	\$0	\$0	\$0	\$0
1308	Comp Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0

PROPOSAL AND CONTRACT

TO: Golden Rain Foundation

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4401

Seal Beach Leisure World May 14, 2018

Gentlemen:

THE undersigned Hutton Contract Painting, Inc., Contractor, State of California License No. 605263 (C-33) agrees to furnish all materials and perform all labor necessary to complete in a good and workmanlike manner, according to attached specifications the following described below at prices indicated.

Project # 868-18 Prepare and paint the Exterior of the Library per agreement attached as Exhibit A.
Located at: 2300 Beverly Manor Drive, Seal Beach, CA 90740

TOTAL PRICE
\$3,300.

Start Date: April 26, 2018

Work to be completed by July 31, 2018, approximately (48) working days.

A \$250 per day penalty for each day completion is in excess of July 31, 2018 may be assessed, unless extension is agreed upon by both parties in writing.

THE above prices are for a complete job free and clear of all claims or liens and includes without limitation all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

Payments shall be made as follows:

90% upon completion, inspection	\$2,970.
10% retention thirty (30) days after final inspection.	\$ 330.

Invoice(s) are to be accompanied with proper lien release(s).

AN AMOUNT equal to ten (10) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE UNDERSIGNED Contractor warrants that he has read and acknowledges reading the approved City plans and specifications above-mentioned and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

THE undersigned Contractor further warrants that he has examined the job site and ground and has relied entirely upon his own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This contract contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: George Hurtado _____ David Rudge _____ Terry De Leon _____ Mark Weaver _____ Randy Ankeny _____

ACCEPTED BY:
Golden Rain Foundation

CONTRACTOR:
Hutton Contract Painting, Inc.

By: _____
Linda Stone, President

By: _____
Gabe Hutton, Representative

Date: _____

Address: P O Box 204, Yorba Linda, CA 92885
Telephone No.: 714-779-7171

Date: _____

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

a. Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or

b. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or

c. Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or

d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

2. MECHANIC'S LIEN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.

3. PROHIBITION AGAINST ASSIGNMENT: The Contractor shall not assign this contract or any monies due or to become due hereunder, nor sublet any portion thereof, without first obtaining the written consent of the Owner.

4. DELAYS, LOSS OR DAMAGE: The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.

5. TAXES: The Contractor shall pay any and all taxes, including sales tax, which may be due or levied against any material or labor; as well as Social Security, Old Age and Unemployment insurance, Income Withholding Tax, all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance have been fully paid.

6. STATEMENT OF UNPAID CLAIMS: Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of this contract.

7. RUBBISH: Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the obligation, to have same performed and charge cost of work to Contractor.

8. PARKING: The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.

9. RESPONSIBILITY: Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property damage caused by Contractor and/or its personnel or subcontractors in connection the performance of this Agreement. Should the proper workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.

10. STORAGE: Any materials stored on job site shall be at Contractor's sole risk. Owner shall endeavor where possible, to provide storage space in designated areas. Contractor shall be responsible for adequately securing the any materials stored at the job site.

11. CHANGES: No deviations from plans or specifications shall be made by Contractor without prior approval in writing from Owner. No claims for extras above and beyond the amount of said contract and/or change orders will be honored unless authorized in writing by Owner prior to commencement of work.

12. QUALITY TESTS: If requested, Contractor agrees to furnish certified verification of the grade or materials he is using in its work. Such verification shall be at its own cost and expense and shall be by a recognized association of U.S. Bureau of Standards Grading.

13. JOINT PAYMENTS: Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.

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

15. INDEMNITY: Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

17. OBSERVING LEISURE WORLD SPEED LIMIT: The Contractor shall adhere to the maximum speed limit of 25 MILES PER HOUR and all other rules of the community. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.

18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL: At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected. "TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within forty-eight (48) hours after the effective date. Contractor shall provide "flag men" as necessary, during the construction phase.

19. WORK HOURS & SECURITY PROCEDURES: Contractor shall abide by Owner's work hours of 8:00 a.m. to 5:00 p.m., excluding weekends and holidays and except in the case of an emergency. Contractor also agrees to abide by Owner's security and sign-in procedures applicable to vendors.

20. AUTHORITY OF SIGNORS: Each individual executing this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement by the Party on whose behalf he or she purports to act.

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

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: MISSION PARK COURT LIGHT REPLACEMENT
DATE: MAY 17, 2018
CC: FILE

At the regularly scheduled meeting of the Physical Properties Committee on May 7, 2018, the Committee duly moved to recommend to the GRF Board of Directors replacement of the court lights at Clubhouse Two, Mission Park.

The lights were scheduled for replacement in 2018 (attached), in the amount of \$17,000. Additional Reserve funding is required, in the amount of \$12,689, for a total of \$29,689.10.

The amount is based upon:

- Replacement of the poles and light fixtures (including permits, tax and shipping)
- Replacement of the concrete support bases
- Replacement of all wiring and connection into the new 600 amp panel
- Removal and disposal of the existing lights and bases

At the May 17, 2018 meeting of the Finance Committee, the Committee determined sufficient Reserve funds, in the amount of \$29,689.10, are available for the replacement of the Court Lights.

I move to approve a contract with Schlick Services, Inc., in the amount of \$18,689.10, and the purchase of Evergreen AT lighting, in an amount not to exceed \$11,000, for a total of \$29,689.10, Reserve funding, for the replacement of the court lights, Clubhouse Two, Mission Park and authorize the President to sign the contracts.

30-Year Income/Expense Detail (yrs 0 through 4)

26608-0
WSV

Fiscal Year	2018	2019	2020	2021	2022
Starting Reserve Balance	\$6,747,006	\$5,906,245	\$6,950,444	\$6,008,576	\$5,127,273
Annual Reserve Contribution	\$1,200,000	\$1,236,000	\$1,273,080	\$1,311,272	\$1,350,611
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$63,239	\$64,256	\$64,768	\$55,656	\$56,921
Total Income	\$8,010,245	\$7,206,502	\$8,288,291	\$7,375,504	\$6,534,804
# Component					
Administration Building					
601 Carpet - Replace	\$0	\$0	\$0	\$0	\$0
605 Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
924 Sans Audit Equipment	\$0	\$0	\$0	\$0	\$0
924 Sans Audit Equipment Wi-Fi	\$0	\$0	\$0	\$0	\$0
951 Bathrooms - Major Refurbish	\$0	\$0	\$0	\$0	\$0
960 2nd Floor Remodel Projects	\$0	\$0	\$0	\$0	\$0
960 Accounting/Admin/IT Offices	\$0	\$0	\$0	\$0	\$0
960 Conference Room	\$0	\$0	\$0	\$0	\$0
960 GRF Board Room - Remodel	\$0	\$0	\$0	\$0	\$0
960 Stock Trans & Finance Work Stations	\$0	\$0	\$0	\$0	\$0
960 Stock Transfer Kitchenette	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1115 Stucco - Repaint	\$5,800	\$0	\$0	\$0	\$0
1116 Wood Surfaces - Repaint	\$4,300	\$0	\$0	\$0	\$0
1302 Cap Sheet Roof - Re-coat	\$4,100	\$0	\$0	\$0	\$4,840
1302 Cap Sheet Roof - Replace	\$0	\$0	\$0	\$0	\$0
1800 Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802 Elevator Cab - Remodel	\$8,000	\$0	\$0	\$0	\$0
Clubhouse #1					
303 Space Heater - Replace	\$0	\$0	\$0	\$0	\$0
361 Pole Lights - Replace	\$9,600	\$0	\$0	\$0	\$0
370 Lg Interior Lights - Replace	\$0	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$13,500	\$0	\$0	\$0	\$0
603 Vinyl Flooring - Replace	\$44,000	\$0	\$0	\$0	\$0
901 Kitchen Appliances - Replace	\$0	\$0	\$0	\$0	\$0
920 Ballroom Furnishings - Replace	\$0	\$0	\$0	\$0	\$0
920 Historical Society Furniture - Repl	\$0	\$0	\$0	\$0	\$0
920 Lobby Furnishings - Replace	\$0	\$0	\$0	\$0	\$0
927 Billiard Rooms - Remodel	\$0	\$0	\$0	\$0	\$0
927 Billiard Tables - Replace	\$0	\$0	\$0	\$0	\$0
930 Woodshop Equipment - Replace	\$0	\$38,110	\$0	\$0	\$0
933 Piano - Replace	\$0	\$0	\$0	\$0	\$0
951 Bathrooms - Remodel	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1115 Stucco - Repaint	\$10,250	\$0	\$0	\$0	\$0
1116 Wood Surfaces - Repaint	\$10,050	\$0	\$0	\$0	\$0
1121 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
1308 Asphalt Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1330 Gutter System - Replace	\$0	\$0	\$0	\$0	\$0
1350 Skylights - Replace	\$0	\$0	\$0	\$0	\$0
1621 Shuffleboard Equipment - Replace	\$0	\$0	\$0	\$0	\$0
Clubhouse #2					
316 Sewer Ejection System - Replace	\$0	\$0	\$0	\$0	\$0
361 Pole Lights - Replace	\$4,450	\$0	\$0	\$0	\$0
370 Large Interior Lighting - Replace	\$0	\$0	\$0	\$0	\$0
380 Open Court Lights - Replace	\$17,000	\$0	\$0	\$0	\$0
465 Canopy - Replace	\$3,100	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$18,000	\$0	\$0	\$0	\$0
603 Vinyl Flooring - Replace	\$65,000	\$0	\$0	\$0	\$0
605 Kitchen Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
606 Stage Hardwood Floor - Replace	\$0	\$0	\$0	\$0	\$0
610 Stage Hardwood Floor - Refinish	\$3,000	\$0	\$0	\$0	\$0
901 Kitchen Appliances - Replace	\$0	\$0	\$0	\$0	\$0
920 Ballroom Furnishings - Replace	\$0	\$0	\$0	\$0	\$0
920 Lobby Furnishing - Replace	\$0	\$0	\$0	\$0	\$0
922 Theater Equipment - Replace	\$10,000	\$0	\$0	\$0	\$0

Association Reserves, 26608-0

53

9/7/2017

PROPOSAL AND CONTRACT

TO: GOLDEN RAIN FOUNDATION

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4401

Seal Beach Leisure World May 14, 2018

Gentlemen:

THE undersigned Schlick Services, Inc., Contractor, State California License No. BC-10 HIC 753-406 agrees to furnish all materials and perform all labor necessary to complete in a good and workmanlike manner, according to attached specifications the following described below at prices indicated.

SPECIFICATIONS

TOTAL PRICE

Project #841-17 Court lighting located at Clubhouse Two, 13681 El Dorado Drive, Seal Beach, CA 90740 per Estimate 2786 dated 05/04/18 and attached as Exhibit A. Reserve Funding.	\$18,689.10
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There may be additional work required to complete the project that is not visible before repairs are started. Any extra material or labor will be billed on a time and materials basis and by an approved change order which has been agreed upon between both Mutual Two and the Contractor.

Start Date: May 22, 2018

Work to be completed by July 31, 2018, (48) working days.

Assess a \$250 per day penalty for each day completion is in excess of July 31, 2018, unless extension is agreed upon by both parties in writing.

THE above prices are for a complete job free and clear of all claims or liens and includes without limitation all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

Payments shall be made as follows:

90% upon completion, inspection and acceptance \$16,820.19
10% retention thirty (30) days after final inspection \$ 1,868.91

Invoice(s) are to be accompanied with proper lien release(s).

AN amount equal to TEN (10) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE undersigned Contractor warrants that he has read and acknowledges reading the approved City plans and specifications above-mentioned and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

THE undersigned Contractor further warrants that he has examined the job site and ground and has relied entirely upon his own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This contract contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: George Hurtado _____ David Rudge _____ Mark Weaver _____ Randy Ankeny _____

ACCEPTED BY:

Golden Rain Foundation

CONTRACTOR:

Schlick Services, Inc.

By: _____

Linda Stone, President

By: _____

Karl Schlick, Representative

Date: _____

Address: P O Box 6829, Santa Ana, CA 92706

Telephone No.: 714-541-6292

Date: _____

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

a. Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or

b. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or

c. Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or

d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

2. MECHANIC'S LIEN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.

3. PROHIBITION AGAINST ASSIGNMENT: The Contractor shall not assign this contract or any monies due or to become due hereunder, nor sublet any portion thereof, without first obtaining the written consent of the Owner.

4. DELAYS, LOSS OR DAMAGE: The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.

5. TAXES: The Contractor shall pay any and all taxes, including sales tax, which may be due or levied against any material or labor; as well as Social Security, Old Age and Unemployment insurance, Income Withholding Tax, all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance have been fully paid.

6. STATEMENT OF UNPAID CLAIMS: Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of this contract.

7. RUBBISH: Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the obligation, to have same performed and charge cost of work to Contractor.

8. PARKING: The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.

9. RESPONSIBILITY: Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property damage caused by Contractor and/or its personnel or subcontractors in connection the performance of this Agreement. **154** Should the proper

workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.

10. STORAGE: Any materials stored on job site shall be at Contractor's sole risk. Owner shall endeavor where possible, to provide storage space in designated areas. Contractor shall be responsible for adequately securing the any materials stored at the job site.

11. CHANGES: No deviations from plans or specifications shall be made by Contractor without prior approval in writing from Owner. No claims for extras above and beyond the amount of said contract and/or change orders will be honored unless authorized in writing by Owner prior to commencement of work.

12. QUALITY TESTS: If requested, Contractor agrees to furnish certified verification of the grade or materials he is using in its work. Such verification shall be at its own cost and expense and shall be by a recognized association of U.S. Bureau of Standards Grading.

13. JOINT PAYMENTS: Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.

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

15. INDEMNITY: Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

17. OBSERVING LEISURE WORLD SPEED LIMIT: The Contractor shall adhere to the maximum speed limit of 25 MILES PER HOUR and all other rules of the community. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.

18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL: At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected. "TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within forty-eight (48) hours after the effective date. Contractor shall provide "flag men" as necessary, during the construction phase.

19. WORK HOURS & SECURITY PROCEDURES: Contractor shall abide by Owner's work hours of 8:00 a.m. to 5:00 p.m., excluding weekends and holidays and except in the case of an emergency. Contractor also agrees to abide by Owner's security and sign-in procedures applicable to vendors.

20. AUTHORITY OF SIGNORS: Each individual executing this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement by the Party on whose behalf he or she purports to act.

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

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - REPLACEMENT OF TREE RETAINER AND SEATING AREA, GOLF COURSE
DATE: MAY 17, 2018
CC: FILE

Due to the unsafe condition of the existing concrete tree container and seating area around the tree at Tee number one on the golf course, the Recreation Committee is requesting the replacement of the Trust property asset.

Cracked Tree Container

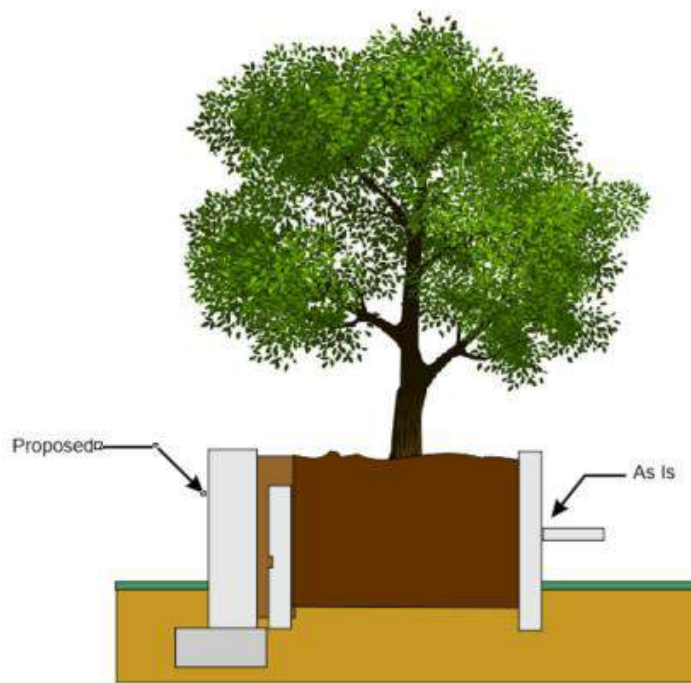


A suitable proposal has been received from MJ Jurado, in the amount of \$7,250 (Agreement attached), to construct a new structure around the tree (see exhibit A).

The Finance Committee, at its May 17, 2018 meeting, determined the replacement of the asset qualifies under Policy 5520-31, and Capital funds are available for the replacement of the Trust property asset.

I move to approve the non-scheduled replacement of the Trust property asset, identified as the tree container at the number one Tee, in the amount of \$7250, Capital funding and authorize the President to sign the contract.

Exhibit A



- Step one – Remove the protruding bench.
- Step two - Construct a new square retaining wall around the existing container.
- Step three – After 28 days (concrete curing) the upper 12” of the old container wall can be broken away and void between the old and new container wall filled with soil.

PROPOSAL AND CONTRACT

TO: Golden Rain Foundation ("Owner")

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4401

Seal Beach Leisure World May 4, 2018

THE undersigned M J Jurado, Inc., State of California License No. 987670 ("Contractor"), agrees to furnish all materials and perform all labor necessary to complete in a good, timely and workmanlike manner, according to attached specifications the following described below, at the price indicated below.

SPECIFICATIONS

TOTAL PRICE

Project #867-17 Replace tree retainer and seating area at Golf Course number one Tee per proposal attached as Exhibit A.	\$7,250.
--	----------

Start Date: May 4, 2018

Work to be completed by July 6, 2018, approximately (63) working days.

A \$250 per day penalty for each day completion is in excess of July 6, 2018 may be assessed, unless extension is agreed upon by both parties in writing.

THE above price is for a complete job, free and clear of any and all claims and liens and includes, without limitation, all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

Payments shall be made as follows:

90% upon completion, inspection and acceptance. \$6,525.
10% retention thirty (30) days after final inspection. \$ 725.
Invoice(s) are to be accompanied with proper lien release(s).

AN AMOUNT equal to ten (10) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE undersigned Contractor warrants that it has read and acknowledges reviewing the above-mentioned approved City plans and specifications and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

THE undersigned Contractor further warrants that it has examined the job site and ground and has relied entirely upon its own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This proposal and contract, including the General Provisions, plans, specifications and any exhibits hereto, contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: George Hurtado _____ Terry De Leon _____ David Rudge  Mark Weaver  Randy Ankeny _____

ACCEPTED BY:

Golden Rain Foundation

By: _____

Linda Stone, President

Date: _____

CONTRACTOR:

M J Jurado, Inc.

By: _____

Michael or James Jurado, Owners

Address: 726 S. Sherrill Street, Anaheim, CA 92804

Telephone No.: 714-397-0143

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

a. Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or

b. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or

c. Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or

d. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

2. MECHANIC'S LIEN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.

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4. DELAYS, LOSS OR DAMAGE: The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.

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6. STATEMENT OF UNPAID CLAIMS: Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of this contract.

7. RUBBISH: Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the obligation, to have same performed and charge cost of work to Contractor,

8. PARKING: The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.

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13. JOINT PAYMENTS: Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.

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

15. INDEMNITY: Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

17. OBSERVING LEISURE WORLD SPEED LIMIT: The Contractor shall adhere to the maximum speed limit of 25 MILES PER HOUR and all other rules of the community. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.

18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL: At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected. "TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within forty-eight (48) hours after the effective date. Contractor shall provide "flag men" as necessary, during the construction phase.

19. WORK HOURS & SECURITY PROCEDURES: Contractor shall abide by Owner's work hours of 8:00 a.m. to 5:00 p.m., excluding weekends and holidays and except in the case of an emergency. Contractor also agrees to abide by Owner's security and sign-in procedures applicable to vendors.

20. AUTHORITY OF SIGNORS: Each individual executing this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement by the Party on whose behalf he or she purports to act.

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



Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND POLICY 1466-50, EXERCISE ROOM RULES, LIMITATIONS AND ETIQUETTE
DATE: MAY 3, 2018

At its regular meeting on May 2, 2018, the Recreation Committee moved to amend Policy 1466-50, Exercise Room Rules, Limitations and Etiquette, to update policy language regarding music selection.

I move to amend Policy 1466-50, Exercise Room Rules, Limitations and etiquette, as presented.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES AMEND****Exercise Room Rules, Limitations and Etiquette**

1. The Exercise Room is for the recreational use of Golden Rain Foundation (GRF) members only and not for therapeutic or medical rehabilitation. Guests, caregivers, medical assistants or helpers are not allowed to use the equipment in the Exercise Room. GRF member using the Exercise Room is required to show their GRF identification card and have a signed Release of Liability form on file before being permitted to use the equipment.
2. The attendant is in charge of the Exercise Room at all times.
3. Members must sign in upon entering, the Exercise Room.
4. The attendant on duty will instruct GRF members in the proper use of the exercise equipment. All exercise equipment must be operated properly and in accordance with the manufacturer's recommendation.
 - a. The stop button on the treadmill must be pushed before dismounting. Do not use the emergency stop button or pause button. The safety clip must be worn while in use.
5. Malfunctioning or broken equipment must be reported to the attendant immediately.
6. Food or glass containers are not permitted in the Exercise Room.
 - a. A non-glass beverage container with a spill-proof lid may be used.
7. Athletic-type footwear must be worn in the Exercise Room. An exception will be made to allow socks, without shoes, ONLY in the stretching/mat area or on the Pilates machine. The attendant will be in charge of ensuring this procedure is followed. Dress shoes, penny loafers, sandals, open-toed shoes, or other footwear not approved by the attendant, are not permitted.
8. Participants should consult their doctor or therapist before starting an exercise program in order to avoid the inherent dangers of exercising and the risk of personal injury.
9. In order to avoid injury, participants should perform appropriate warm-up and cool-down exercises when using the equipment in the Exercise Room.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES **AMEND**

Exercise Room Rules, Limitations and Etiquette

10. Participants should consult their doctor or physical therapist regarding medical or physical therapy questions.
11. If other participants are waiting to use an exercise station or piece of equipment, the time limit on any exercise station or equipment is 20 minutes, including 2-5 minute cool down period.
12. Participants must bring their own towel when exercising:
 - a. Participants must place a towel on the seat, bicycle seat or bench prior to using any equipment with a seat or bench, and
 - b. Participants must wipe off perspiration from hand grips, seats or rails after using any equipment with hand grips, seats or rails.
- 13.** Hula hoops and jump ropes may be used on the stretching mat only when no other shareholders are using it.
- ~~13.~~ **14.** **Music Selection is at the sole discretion of the on-duty Attendant.**

Rules of Etiquette

To maintain an atmosphere in which all people feel comfortable, the GRF insists on certain standards of behavior.

1. Do not bring your gym bag or other personal belongings onto the fitness floor. Please leave all valuables at home.
2. Be courteous when using the water fountain.
3. Ask if you may “work in,” and always allow others the same courtesy; afterward, return the seat and weight to the last user’s setup.
4. Refrain from yelling, using profanity, banging weights and making loud sounds.
5. Do not sit on machines between sets.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES** **AMEND****Exercise Room Rules, Limitations and Etiquette**

6. Re-rack weights and return all other equipment and accessories to their proper locations.
7. Ask staff to show you how to operate equipment properly so that others are not waiting.
8. Bring your own towel and wipe down all equipment after use.
9. Follow posted time limits on all machines.
10. Do not disturb others. Focus on your own workout and allow others to do the same.
11. Before beginning your workout, wash your hands and wipe off any cologne or perfume.
12. No talking on cell phones in exercise areas or while on any exercise equipment.
13. Ask attendant to adjust music or fans.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES AMEND

Exercise Room Rules, Limitations and Etiquette

Adopted: 22 Jul 14
Amended: 13 Apr 17

Seal Beach, California

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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 1468-50, POOL RULES, LIMITATIONS AND ETIQUETTE
DATE: MAY 3, 2018

At its regular meeting on May 2, 2018, the Recreation Committee moved to amend Policy 1468-50, Pool Rules, Limitations and Etiquette, to prohibit diving and hair dying.

I move to amend Policy 1468-50, Pool Rules, Limitations and Etiquette, as presented.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****AMEND****Pool Rules, Limitations and Etiquette**

The following rules are to be posted at the pool facilities:

1. The pool and shower facilities are for Golden Rain Foundation (GRF) members only;
2. The shower facilities are for members using the pool facilities only;
3. Members must shower before entering the swimming pool or hot pool;
4. Members must provide their own towel for drying their bodies and/or hair (paper towels may not be used for this purpose);
5. Flip flops or shower-type shoes must be worn in the shower facilities and locker area;
6. Coloring hair in any pool facility ~~showers~~ is prohibited;
7. Only waterproof sunscreen lotion may be applied when using the pool facilities;
8. Light snacks are permitted in the table area only;
9. Glassware is not permitted in the pool area;
10. Swimming caps are recommended for members with long hair;
11. No Diving allowed. ~~Divers must watch out for swimmers;~~
12. Members must observe hot pool time limit (15 minutes);
13. Running on pool deck is prohibited;
14. Seats may not be reserved;
15. Personal belongings are to be kept in a locker, but overnight storage of personal belongings is prohibited;
16. Approved swim fins are permitted between the hours of 11:00 am to 2:00 pm;

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****AMEND****Pool Rules, Limitations and Etiquette**

17. Approved flotation devices are permitted between the hours of 11:00 am to 4:00 pm; and
18. The pool attendant is in charge of the pool area at all times.

Pool Temperatures

In conformity with the recommendations of the Medical Director of the Health Care Center on Golden Rain Road and the requirements of the GRF's liability insurance carrier, the following pool temperatures will be maintained:

1. Swimming Pool: 82° to 84°
2. Hot Pool: Not more than 104°

Anyone who has been consuming alcoholic drinks should not use the hot pool. Hot pool use is limited to 15 minutes.

Hot Pool Information

When your body, that has a normal temperature of 98.6°, is immersed in water with a temperature of 102°-104°, your body temperature increases and eventually becomes the same temperature as the water. As your body attempts to lower in temperature, the heart rate increases and capillary blood vessels dilate. This causes the blood pressure to drop and may cause fainting when you stand. The blood pressure can drop further as a result of perspiration from the heat.

Be aware that using the hot pool does or can cause the following:

1. Increase the workload of your heart.
2. Causes your blood pressure to drop, which may cause fainting when you stand and injury may occur from the resulting fall.
3. Can cause dehydration.

People have been hospitalized with hyperthermia after using the hot pool. The Health Care Center on Golden Rain Road makes 4 or 5 emergency calls a year to aid persons who have fainted after using the hot pool.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****AMEND****Pool Rules, Limitations and Etiquette**

When using the hot pool, alternate 5 minutes in the hot pool and the regular pool, but spend no more than a total of 15 minutes in the hot pool.

If you are being treated for high blood pressure or heart trouble, you must have your doctor's written permission to use the hot pool.

Pool Rules of Etiquette

To maintain an atmosphere in which all people feel comfortable, the GRF insists on certain standards of behavior.

1. The lap swimming area is designated by the parallel lane lines on the bottom of the pool.
2. Lap swimmers must swim parallel between lanes.
3. There are four swimming lanes available. The first swimmer in each lane has priority.
4. If more than four lap swimmers are present, no priority exists. Everyone must make room for additional swimmers.
5. People wading, exercising, or socializing should remain in the shallow area adjacent to the steps.
- ~~6. Diving is permitted only in the deep end. Divers are responsible for avoiding swimmers.~~
- ~~7.~~6. Backstroke swimming will not be permitted when the pool attendant deems conditions unsafe.

Policy:

GOLDEN RAIN FOUNDATION

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES

AMEND

Pool Rules, Limitations and Etiquette

Adopted: 22 Jul 14

Amended: 13 Apr 17

Seal Beach, California

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - AUTOMATED CITATION SYSTEM
DATE: MAY 17, 2018
CC: FILE

A great deal of administrative staff time is currently spent in the parking violations process; this affects both the Security and Finance departments. This system will greatly reduce this internal process and enable parking enforcement to be in the field improving the parking within Seal Beach Leisure World.

This system also greatly enhances the recipient of a violations ability to access evidence such as photographs and copies of the violations, and quickly pay the violation on line or file an appeal. Both processes are currently time consuming.

Automated Citation System	\$49,792	Includes all software, one handheld license plate scanner, two tickets machines with printers, online ticket processing, intergration labor hours.
GRF and Miscellaneous	\$5,000	Additional intergration with GRF systems
Contingency Funding	\$5,208	
Total	\$60,000	

This project will be completed with the IT department to ensure complete integration with Jenark.

At the May 9, 2018 meeting of the Security Bus and Traffic Committee, the Committee reviewed the automated citation system, including its use and benefits and unanimously resolved to forward a request to the Finance Committee for available capital funding for this project, and forward a request to the GRF Board for approval pending the Finance Committee review.

At its regularly scheduled meeting on May 17, 2018, the Finance Committee recommended the proposed automated citation system be referred directly to the GRF Board.

I move to approve the purchase of an automated citation system, not to exceed \$60,000.00, funded by Capital and authorize the President to sign the purchase agreement.

REVISED 05.22.18

Estimate

05/01/2018

Cardinal Tracking, Inc.

Cardinal Tracking, Inc.
1825 Lakeway Dr Suite 100
Lewisville, TX 75057-6046
Phone: 972-539-9650
Fax: 972-539-8914
Email: accounting@cardinaltracking.com

61042



Bill To:

GOLDEN RAIN FOUNDATION
ATTENTION: PAUL BRISTOW
13533 SEAL BEACH BLVD
SEAL BEACH, CA 90740

Ship To:

GOLDEN RAIN FOUNDATION
ATTENTION: PAUL BRISTOW
13533 SEAL BEACH BLVD
SEAL BEACH, CA 90740

Customer: GOLDEN RAIN FOUNDATION

Contact: GOLDEN RAIN FOUNDATION

Notes

- 2nd year cost estimate.
1. License and support agreement: \$5,310.90. (18% of software total)
2. Web hosting \$3,000.
3. Total annual cost: \$8,310.90

Options:

1. 10 hours of custom programming has been included. If needed, a Statement of Work will have to be drafted.

Note:

Import/Export tools have been included for transferring data between computer systems.

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
PT	COD	Origin	UPS-Ground		05/01/2018

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Kit	T507 - TickeTrak Complete System Tier 1 Includes: Base system with one user license plus: Owners, Finance, Export, Appeals, Permits, Holds/Billing, Reserve Lot, One Free Users Conference Registration	\$ 14,390.00	1 ea	\$ 14,390.00
2	Sale	T121 - TickeTrak Complete System SQL Includes: Defaults, Personnel, Ticket, Scofflaw, Communications, Reports Tier 1	\$ 0.00	1 ea	\$ 0.00
3	Sale	T925 - TickeTrak FlyWriter Adhoc Report Writer	\$ 0.00	1 ea	\$ 0.00

May 1, 2018 4:02:52 PM CDT

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Estimate

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Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
4	Sale	T134 - TickeTrak Concurrent Multi User License Tier 1	\$ 0.00	1 ea	\$ 0.00
5	Sale	TT120 - For A Total of Concurrent Multi User Licenses	\$ 0.00	1 ea	\$ 0.00
6	Sale	TT150 - TickeTrak Users Conference First Year - One (1) Free Registration	\$ 0.00	1 ea	\$ 0.00
7	Sale	TT121 - **Additional Modules Included**	\$ 0.00	1 ea	\$ 0.00
8	Sale	T127 - TickeTrak Owner Management Module Tier 1	\$ 0.00	1 ea	\$ 0.00
9	Sale	T214 - TickeTrak Finance Management Module Tier 1	\$ 0.00	1 ea	\$ 0.00
10	Sale	T130 - TickeTrak Export Module Tier 1	\$ 0.00	1 ea	\$ 0.00
11	Sale	T131 - TickeTrak Appeal/Court Management Module Tier 1	\$ 0.00	1 ea	\$ 0.00
12	Sale	T128 - TickeTrak Permit Management Module Tier 1	\$ 0.00	1 ea	\$ 0.00
13	Sale	T132 - TickeTrak Holds/Billing Module Tier 1	\$ 0.00	1 ea	\$ 0.00
14	Sale	T133 - TickeTrak Reserve Lot Module Tier 1	\$ 0.00	1 ea	\$ 0.00
15	Sale	T134 - TickeTrak Concurrent Multi User License Tier 1	\$ 295.00	3 ea	\$ 885.00
16	Sale	TA10 - TickeTrak On-Line Ticket Appeals Interface Tier 1	\$ 1,995.00	1 ea	\$ 1,995.00
17	Sale	TA09 - TickeTrak On-Line Permit Sales Integration Tier 1	\$ 2,995.00	1 ea	\$ 2,995.00
18	Sale	TA18 - TickeTrak On-Line Ticket Payment Integration Tier 1	\$ 2,995.00	1 ea	\$ 2,995.00
19	Sale	T125 - TickeTrak Import Module Tier 1	\$ 995.00	1 ea	\$ 995.00
20	Sale	TA05 - Online Payment E-Commerce Integration E-Commerce	\$ 4,500.00	1 ea	\$ 4,500.00
21	Kit	TA17 - TickeTrak Mobile Software-Bundled w/Handheld and TT Scan Handheld Hardware and Software	\$ 750.00	1 ea	\$ 750.00

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Estimate

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Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
22	Sale	TA14 - TickeTrak Mobile Software Bundled w/Handheld Hardware and Software	\$ 0.00	1 ea	\$ 0.00
23	Sale	TA100 - TTScan Hardware and Software	\$ 0.00	1 ea	\$ 0.00
24	Subtotal	Subtotal - software Hardware and Software			\$ 29,505.00
25	Discount	Ticket Discount-10% - Ticket Discount-10%			-\$ 2,950.50
26	Kit	TW151 - TWO TECHNOLOGIES N5 SCAN, ANDROID, KIT, INCLUDES SINGLE SLOT CRADLE , EXTRA BATTERY, SHOULDER STRAP	\$ 3,062.00	1 ea	\$ 3,062.00
27	Sale	TW101 - TWO TECHNOLOGIES N5 SCAN, ANDROID, 16GB, 2GB RAM, CELLULAR, BLUETOOTH, WI-FI, 1D/2D BARCODE, MSR, CAMERA, 3" INTEGRATED PRINTER	\$ 0.00	1 ea	\$ 0.00
28	Sale	TW105 - TWO TECHNOLOGIES N5 SINGLE SLOT CRADLE W/POWER SUPPLY, CABLE	\$ 0.00	1 ea	\$ 0.00
29	Sale	TW107 - TWO TECHNOLOGIES N5, SPARE BATTERY	\$ 0.00	1 ea	\$ 0.00
30	Sale	TW109 - TWO TECHNOLOGIES N5, SHOULDER STRAP	\$ 0.00	1 ea	\$ 0.00
31	Sale	C99-9994 - USB A TO USB B MICRO	\$ 0.00	1 ea	\$ 0.00
32	Sale	TW118 - TWO TECHNOLOGIES N5 SCAN, 5 YEAR TOPAZ LEVEL WARRANTY Other Cost	\$ 1,280.00	1 ea	\$ 1,280.00
33	Subtotal	Subtotal Handheld Hardware and Software			\$ 4,342.00
34	Sale	240009 - Ticket Artwork Composition Fee Handheld Hardware & Software/Ticket Envelope Stock	\$ 120.00	1 ea	\$ 120.00
35	Sale	240010 - Ticket Plate Set-Up Fee Handheld Hardware & Software/Ticket Envelope Stock	\$ 150.00	1 ea	\$ 150.00
36	Sale	240006 - Envelope Artwork Composition Fee	\$ 60.00	1 ea	\$ 60.00
37	Subtotal	Subtotal - Citation one time setup services			\$ 330.00

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Estimate

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Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
38	Sale	24N5 - TickeTrak N5 3 in 3 Color Polytherm Tickets - 60/Roll 3000 citations	\$ 8.75	50 ea	\$ 437.50
39	Sale	240012 - Envelope Wash Up Fee (All Color Except Black)	\$ 25.00	1 ea	\$ 25.00
40	Sale	240002-Y - TickeTrak Envelopes - YELLOW 3.5 x 5 Folded 500 per box Handheld Hardware & Software/Ticket Envelope Stock	\$ 55.63	6 box	\$ 333.78
41	Subtotal	Subtotal - Supplies 1st year Handheld Hardware & Software/Ticket Envelope Stock			\$ 796.28
42	Sale	274000 - TickeTrak On-Site Training, Travel & Living Expenses Per Day (Out of State)	\$ 1,300.00	5 ea	\$ 6,500.00
43	Sale	Project Management - Project Management Standard Ticket Track project management	\$ 2,200.00	1 ea	\$ 2,200.00
44	Subtotal	Subtotal - Services Professional Services			\$ 8,700.00
45	Sale	WEBTT103 - TickeTrak Annual Web Hosting	\$ 3,000.00	1 ea	\$ 3,000.00
46	Sale	220011 - TickeTrak Custom Programming Per Specifications "One-Time" TBD - 3rd party integration. Depends on SOW.	\$ 250.00	10 ea	\$ 2,500.00
47	Sale	TT159 - TickeTrak Mobile LPR Module - (Annual Subscription)	\$ 750.00	1 ea	\$ 750.00

Estimate

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Approval: _____ Date: _____
PLEASE NOTE: "Hardware will be invoiced when shipped. **Shipping** charges are prepaid and billed at time of shipment."
"The remaining items will be invoiced at install or 60 days from the Order Issue Date, whichever comes first."

May 1, 2018 4:02:52 PM CDT

Subtotal:	\$ 46,972.78
Sales Tax:	\$ 2,818.37
Total:	\$ 49,791.15

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1. Key Functionality

Warning tickets	Ticketrak allows issuance of warning ticket on any violation set by defaults. Client can determine if they want all violations to be issued as warnings or just specific violations.
Follow up collection on delinquent parking citations	TickeTrak comes with many standard reports which allow user specified sorting and criteria. TickeTrak also includes an AdHoc report creator so the user can customize other reports as needed including outstanding/delinquent citation scofflaw reports.
Banner integration/Data encryption	Cardinal's Ellucian Banner integration allows the client to update TickeTrak from Banner's student information and synchronized citation and permit payment information in real-time. Clients must contact their Ellucian Banner representative to determine if any additional features or functions are required on the Banner side and if any additional costs may be incurred. Clients are required to sign the Banner agreement before implementation and training takes place. Cardinal is only providing pricing for our integration component. This integration also allows to void or adjust payments. For more information please see attached Banner Integration Module Overview document.
Conversions of existing citations to the new management system	If data conversion is required, Cardinal Tracking can provide a migration plan and an estimate after sample data is provided.
Ability for data entry of manual citation	TickeTrak supports both electronic and manual entry of citation information.
Integration of third party software and/or e-commerce software, bidirectional – current payment software is Nelnet	Cardinal partners with a number of cashiering and e-commerce providers to manage credit card payments. Cardinal's Banner interface allows charges to be placed on student accounts.
PCI compliance – Provide copies of quarterly and annual PCI compliance certification	TickeTrak interfaces with e-commerce providers to manage credit card payments. Therefore PCI Compliance certifications are done through the providers, not the TickeTrak system.
User accounts – setup, maintenance, self-service	TickeTrak allows for a wide range of administrator customization through settings and configuration and allows user to define their own business rules and restrict employee/personnel sign-ons and securities. TickeTrak includes a complete permitting system where permits can be issued from within the application or requested via online portal.
System wide alerts to users and permit holders	TickeTrak allows for the creation of custom statuses related to an account, citation, or permit.
Single sign-on environment through the campus portal	We support Shibboleth IDP for SSO and support ADFS SSO.
System security levels	TickeTrak provides a robust security system allowing the administrator to define rights at a group or individual level. Access to each module and specific functions within each module can be configured.
Integration with the Ellucian Banner Student Information System. Provide complete technical specs as to how this integration is accomplished and what data elements may be available.	TickeTrak's Banner interface allows fines/fees for citations and permits to be applied against the student's Banner account. TickeTrak does not currently allow scheduling of citation fines to Banner. A payment must be made for Banner manually for each citations. This could be done with custom programming to the existing interface.
Bidirectional feed to and from Banner	Please see our attached Banner & TickeTrak Process Document
Interfaces with government agencies and services such as the DMV to allow for information retrieval both local and nationwide – including plate type and plate number	Cardinal provides interfaces to specific state DMVs upon customer request for an additional fee based on the complexity of the integration. Our Owner Registration Information System (ORIS) is a nationwide DMV search tool for out-of-state owner inquiries
Reports: standard and user customized	The standard reports in TickeTrak have a number of selection criteria that allow the user to retrieve the needed data easily. FlyWriter (Cardinal's Ad Hoc Report writer) allows users to select the fields, grouping, criteria and output. There are a large number of reports already available, and new reports can be designed and saved for future use.
Ad Hoc query and reporting	FlyWriter (Cardinal's Ad Hoc Report writer) allows users to select the fields, grouping, criteria and output.
Reporting and analytics – Ability to run daily queries such as letters to violators, ability to e-mail ticketing information to violators on a daily basis, queries of unassociated vehicles, etc.	Letters and statements may be scheduled and emailed.
Generation and mailing of Late Notices for unpaid tickets	All late notices for unpaid tickets can be generated from the TickeTrak system reporting and then printed off for staff action mailing.
Reporting should allow violation letters not associated with an account be generated for staff action	New reports can be designed and saved for future use, allowing client to create the reports they need like violation letters not associated with an account to be printed for staff action mailing.

Parking Product Modules List



Base Package	Standard Package	Complete Package	Optional Modules
<ul style="list-style-type: none"> • Defaults • Personnel • Ticket • Scofflaw • Communication • Reports 	Includes base modules and: <ul style="list-style-type: none"> • People • Finance • Export • Appeal/Court 	Includes base, standard modules and: <ul style="list-style-type: none"> • Reserve Lot • Holds • Permit 	<ul style="list-style-type: none"> • Archive • Import • Ticket Book • Online Permit Sales • Payment Import • Banner Interface • Online Citation Payments • Online Citation Appeals

TickeTrak is also capable of interacting with a number of other vendors to help our customers have a solution that meets their unique needs:

- Central cashiering
- License plate recognition (LPR)
- Pay-by-phone
- Permit fulfillment
- University financial systems

Suite of Products



Mobile Information System



Computer-aided Dispatch



Court Records Management



Law Enforcement Records Management



Automated eCitation Solution

1825 LAKEWAY DRIVE STE 100, LEWISVILLE, TX 75057



(800) 285 - 3833

WWW.CARDINALTRACKING.COM



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE
SUBJECT: CONCEPTUAL APPROVAL - GATE ACCESS SYSTEM
DATE: MAY 17, 2018
CC: FILE

To improve traffic flow, wait time at the main gate, detect illegally parked vehicles and help to prevent unauthorized access, the Security Department has prepared a proposal for the installation of an Access Control and Visitor Management System. The project includes gate arms and license plate recognition that communicates with a new pass system. This system will improve the ability of the security department to perform its function, but also stock transfer and the Mutuels.

Visitor Management System	\$ 45,260.00	Allows for the tracking and smooth access of visitors, includes software, license plate recognition system, bar code scanner at all gates.
Access Control System	\$152,730.00	Allows for the smooth access of members and semi-permanent guest and service workers. Includes gate arm and transponders.
LPR Computer System	\$ 35,277.00	Allows for integration of existing LPR system and Dwelling live and analysis.
GRF and Miscellaneous	\$ 16,733.00	Additional integration with GRF systems
Total	\$250,000.00	

I move to request conceptual approval of a new Access Control and Visitor Management System, in an amount not to exceed \$250,000, Capital Funding and direct the Security, Bus and Traffic Committee to draft all applicable documents to secure qualified proposals for Committee review and recommendation to the Board.

April 28th, 2018

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

Attn: Paul Bristow CPP, Security Services Director

Sent via e-mail: PaulB@lwsb.com

RE: PlateSmart LPR Computer OCR Systems with Advanced Reporting for Exit Lanes

Dear Paul,

Thank you for the opportunity to provide a proposal for the PlateSmart LPR Computer OCR Systems with Advanced Reporting systems at Seal Beach, Golden Rain Foundation. Please see below for a summary of the proposal followed by a more detailed scope of work:

- New PlateSmart LPR Computers for Three Guard Houses Visitor and Exit Lanes
 - Includes computer and OCR license for each lane (seven total lane licenses)
 - Each Gate House location to receive a new PlateSmart computer
 - Main Gate to include Three Lane License (1 entry & 2 exits)
 - North and South gates to include Two Lane Licenses each (1 entry & 1 exit)
 - Includes additional cable to seven existing GeoVision LPR Cameras for video stream to the PlateSmart computer.

Scope of Work

PlateSmart LPR Computer and OCR Software for License Plate Recognition System

1. We will install a PlateSmart LPR computer at each existing CCTV camera system rack with the existing GeoVision LPR camera cables.
 - a. We will install an additional CAT6 cable to each of seven (7) existing GeoVision IP cameras at the above indicated locations.
 - i. Pricing includes necessary wet-location wiring, connections, and miscellaneous hardware necessary for complete install.
 - ii. Pricing does NOT include removal and replacement of any landscaping
2. We will adjust the existing LPR camera settings to ensure optimal performance of the PlateSmart OCR software and reporting.
 - a. We will setup the following LPR reports to meet your immediate reporting requirements.
 - i. Daily report for Care Givers remaining in community after specified time.
 - ii. Daily report for Contractors remaining in community after specified time.
 - iii. Daily report for Guests remaining in community after specified time.
 - iv. Report for Guests remaining in community after pass expiration.

- b. We will provide training to up to eight staff members in your training facility to use the PlateSmart software and reporting system.
 - i. Training facility must have Internet access and access to PlateSmart computer network.
 3. We have included integration with the dwellingLIVE open API to the PlateSmart Computers.
 - a. This is required so guest, care-giver and contractor entries in dwellingLIVE can be communicated to PlateSmart with the dwellingLIVE pass entry date and length of pass validation.
 - b. We will also pull all the resident license plate information from dwellingLIVE to ensure resident license plates are not included in the four primary reports noted above.
 - i. Please note there is not an LPR camera connection for the resident lane three entry at the main guard house so resident reporting via this system will be limited to exit only activity. Entry activity will be monitored via the dwellingLIVE RFID and ID Card system entries.

Notes and Exclusions:

- Miscellaneous patch cables, mounting hardware, dressing and labeling materials are included.
- Excludes plot plans, permits, or other agency fees (none know of for this scope of work).
- Excludes required Internet service and monthly fees.
- Requires installation of dwellingLIVE LPR Computer System for Visitor Lanes.
 - a. Required for specific reporting based on guest pass expiration per LPR read.
- See last page for our standard disclaimers.

PlateSmart LPR Computer and Reporting System

	<u>Price</u>	<u>Initials</u>
PlateSmart LPR Computer and Reporting System as describe above	\$ 35,276.34	<hr/>

Recurring Monthly Fees for PlateSmart Systems

	<u>Price</u>
Recurring Monthly Subscription Fees for PlateSmart System as described above	\$ 354.00

Please let us know if you would like us to perform the above recommended installation by sending to our office a signed copy of this work proposal, along with your own company purchase or work order (faxed and e-mail copies are acceptable).

Kind Regards,

Kevin Squire

kevin@cgsystemsinc.com

Approval to Proceed Signature: _____ Date: _____
Signed by:

Please initial pricing above being approved with signature

Installation and Service Quote Disclaimer

C.G. Systems, Inc. dba California Gate and Entry Systems, hereinafter referred to as (CGS) presents quotes and proposals as a good faith **estimate** based upon the site and/or system considerations as represented by the Customer and Owner or Owners of legal record (if different), hereinafter referred to as the Customer. Price Quoted is for the project total due. Adjustments may be made only if substantial Scope of Work is changed, either deleted or added. CGS standard installation practices are per manufacturer guidelines, codes (such as UBC, NEC, NFPA, UL325, ASTM F2200), or Authority Having Jurisdiction (AHJ). If any AHJ requires additional items not listed, the Customer agrees to pay for all such additional costs. Unless stated, quote does **not** include, cost for design, man-lift(s), conduit, conduit installation, electrical circuit(s) as may be required, demolition/reconstruction, unforeseen or underground obstructions, or any other site conditions resulting in additional costs to complete the work as quoted. **All** additional costs shall be invoiced to and paid by the Customer at CGS standard rates. CGS shall **not** under any circumstances be responsible for any additional cost, any loss, or perceived loss by the Customer. Further, the Customer shall waive any rights to charge back or deduct from any payments due CGS any fees or costs the Customer may have incurred whereby CGS did not directly approve such fees or costs and was not in direct and complete control for incurring such costs. CGS makes **no claim, no guarantee, and shall not** be responsible for any costs for the attempted elimination/reduction of Radio Frequency Interference (RFI) or for any wireless transmission device. **All warranties** shall be per Manufacturer's published specifications.

UL325 & ASTM F2200 Anti-Entrapment Requirements: CGS quotes for automated gates include anti-entrapment requirements as additive alternates because many contractors in the industry do not include such items in their quotes. These requirements are not currently a part of the building code, though they are required to meet the UL325 & ASTM F2200 requirements for automated gates. Customers that choose not to implement all the additive anti-entrapment requirements do so at their own risk and by accepting the CGS proposal the customer agrees to indemnify CGS against any claims involving entrapment incidents of any manner.

Fire Authority: The local fire authority's access requirements to your site may change when you install and or automate the driveway or community roadway gate, install access control systems on pedestrian gates and or doors. CGS suggests that you check with the local fire authority before finalizing your plans.

Spike Units: All spike units have a speed restriction of 5 MPH. We utilize the quietest units that CGS has found, but they still make noise as vehicles drive over them. Vehicles must approach & exit spikes straight (no spikes are allowed in a turn radius).

Metalizing: CGS recommends that all steel work be metalized prior to painting. Metalizing is a zinc anode coating that significantly reduces the onset of rust. All quotes, including metalizing are based on a 30 day estimate from the company we utilize for this process; CGS will update you on the cost as needed.

Solid Gates or Primarily Solid Gates: Although desirable for security and privacy, solid gates do not allow for air flow through the surface area of the gate and thus have a higher risk of failure or damage related to wind and wind gusts. Because of the added risk of damage to equipment, vehicles and or personnel, these style gates are outside gate operator manufacturer's recommendations and may reduce the manufacturer's parts warranty and our labor warranty on wind related issues.

CCTV and Access Control Systems: CGS in no way represents that CCTV and or Access Control systems are installed to guarantee the security or protection of employees, residents, guests, equipment or other valuables in any manner and CGS accepts no liability for misuse, abuse, or vulnerability of such systems.

CGS shall not accept delays in payment due to insurance subrogation or any third party payments to the Customer nor shall CGS be responsible for any Customer insurance policy deductible or other similar amounts or charges. All such damaged components become the property of CGS as a core charge unless otherwise stated. Such core items are kept for thirty (30) days from date of replacement and are available for insurance company inspection. CGS assumes no liability for the failure of any insurance entity failing to make any desired inspections within that time frame.

Warranty/repairs shall be governed under CGS and/or manufacturer(s) normal service & warranty policies. CGS labor is guaranteed for 1 year from date of installation for new installations and 90 days for service work unless otherwise stated. Future service, regardless of any existing warranty or service agreement, **shall be** denied without any liability on the part of CGS until all past due balances are paid in **full**, including **all** late Fees. Any such suspension of service shall **not** result in any credit and/or extension of any applicable warranty and/or service agreement. All warranties are null and void if any warranted products are altered or tampered with in any manner. Warranties do not cover equipment programming, re-programming, training, accidents, damages caused by animals/insects, weather or acts of God. SEE NEW INSTALLATION WARRANTY ON OUR WEBSITE FOR FURTHER DETAILS – WWW.CALIFORNIAGATE.COM

Payment is of the Essence: Customer agrees to pay CGS per the terms listed or per any previously agreed upon purchase arrangement. When any equipment has been installed and/or becomes operational, even in a limited way, and/or installation requires more than 30 days, **all** contractual payment balances shall be due and payable upon date of invoice, less a 10% retainer when specified, which is to be paid within 30 days of final completion. Customer **agrees** to pay **all late charges** for all overdue balances at the minimum rate of 2.0% per month. All invoices shall be **due upon receipt**. All equipment shall remain the property of CGS until outstanding invoice amount(s) is/are paid in full. Upon Customer default on payment(s), Customer shall additionally forfeit any previous payments, **and shall** without prior notification allow CGS access to Customer's premises to retrieve equipment without **any** liability to CGS, **and no refund**, in whole or part, shall be due the Customer.

Acceptance of quote by any means, written or oral, assignment and/or issuance of a purchase order by Customer, and/or authorizing or allowing CGS to commence ordering equipment and/or any related work shall constitute acceptance of **all** terms & conditions herein creating a contractual agreement. All agreement(s) shall be governed by the Laws in the State of California. Customer authorizes the governing legal authority to move the venue of any legal proceedings to a court in Orange County, California for any litigation instituted by either party. Customer agrees to pay any and all litigation and/or collection costs incurred by CGS. Acceptance constitutes a legal material lien by CGS on all equipment provided and/or installed until agreement is paid in full. CGS reserves any and all rights.

Wage Rates: Based upon information provided to CGS from the named Customer and/or the Owner/Agency/Contractor, all CGS labor quoted is calculated at **non-prevailing** hourly wage rates during normal business hours without any overtime included unless specifically specified otherwise. If for any reason, any governing agency determines and/or requires such labor to be paid at **prevailing** hourly wage rates above CGS's current existing payroll hourly rate schedules, the **customer and/or the owner/agency/contractor** for which the work has been quoted, **shall be fully responsible for any additional wages required to meet the prevailing wage rate** for the project, including, but not limited to, applicable payroll taxes, etc. It is the sole responsibility of the Customer/Owner/Agency/Contractor to provide CGS with the applicable labor wages required to perform the project. CGS shall **not under any circumstances** be responsible for any such additional wages as the result of information, misinformation, or payment policies of any other parties.

PAYMENT IS DUE AND PAYABLE UPON COMPLETION of or SUBSTANTIAL COMPLETION OF PROJECT WORK and/or SERVICE ORDER, whichever is the specific case regarding the service requested scope of work. In the event of a partial invoice, balance shall be due upon final completion.

NON-PAYMENT SHALL CONSTITUTE GROUNDS FOR MECHANICS LIEN ON CUSTOMER OWNED PROPERTY as applicable under the Laws of the State of California and/or any other legal jurisdiction having such authority.

ALL QUOTES ARE VALID FOR 30 DAYS ONLY. ANY WORK DELAYED BEYOND 30 DAYS AFTER A PROPOSAL OR QUOTE IS SIGNED BY THE CUSTOMER MAY BE SUBJECT TO PRICE INCREASES, INCLUDING 15% ADDED FOR OVERHEAD AND PROFIT, TO BE PAID FOR BY THE CUSTOMER

CGS **ACCEPTS VISA** or **MASTERCARD** for service work or installation jobs under \$1,000.00.

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April 28th, 2018

To: 

Golden Rain Foundation
PO Box 2069
Seal Beach, CA 90740

Attn: Paul Bristow CPP, Security Services Director

Sent via e-mail: PaulB@lwsb.com

RE: Proposal for dwellingLIVE Vehicle RFID Transponder System and Barrier Arm Operators

Dear Paul,

Thank you for the opportunity to provide a proposal for the dwellingLIVE systems at Seal Beach, Golden Rain Foundation. Please see below for a summary of the proposal followed by a more detailed scope of work:

dwellingLIVE Systems

- New dwellingLIVE Resident Lanes Vehicle RFID System for three Gate House Locations.
 - Includes one (1) RFID Transponder Reader at North & South Gate House Locations.
 - Includes two (2) RFID Transponder Readers at the Main Gate House Location.
 - One for Lane Three (north side of small gate shack).
 - One for Lane Two (south side of small gate shack) for night resident use.
 - To be mounted under ceiling to left side of lane.
- New dwellingLIVE ID Card Reader for three Gate House Locations.
 - Includes (1) ID Card Reader on a Gooseneck for Resident Lane (three total).
 - Will activate resident lane barrier arm in addition to Transponder System.
- Magnetics Barrier Arm Operators for Resident and Visitor Entry Lanes (Four Total).
 - Main Gate to include two (2) new Barrier Arm Operators
 - North and South Gates to include one (1) Barrier Arm Operator at each location.

Scope of Work

dwellingLIVE Vehicle RFID Transponder System for Resident Lanes

1. We will install a RFID Antenna at four (4) transponder entry lanes.
 - a. One at each entry lane for the north and south gates houses.
 - b. One on lane two and three of the main gate house.
 - i. Lane two RFID Antenna to be mounted on the ceiling between lane one and two.
 - c. We will install necessary low voltage conduit and cabling back to dwellingLIVE panels.
 - d. The dwellingLIVE RFID panels will be mounted inside a new metal terminal cabinet.
 - i. 120vac power to the new terminal cabinet to be BY OTHERS.

- e. We will install a green LED light under the RFID antennas so resident know when their transponder has been read and the arm is opening for their vehicle (linked to open command).
 - i. The lane two visitor/night time resident lane will NOT have a light or buzzer.
- f. We will install a low voltage “Buzzer” to alert gate staff when a transponder has been read but NOT granted access into the community.
- 2. We will install an ID Card Reader and three (3) resident entry lanes.
 - a. At the main guard house lane three on a new gooseneck just before the gate shack.
 - b. At the north south gates on a new goose neck approximately 13’ before barrier arm.
 - c. We will install necessary low voltage conduit and cabling back to dwellingLIVE panels.
 - i. ID Cards are programmed into dwellingLIVE the same as vehicle transponders.

Magnetics Barrier Arm Operators for Resident and Visitor Lanes

- 3. We will install a total of four new Magnetics Barrier Arm Operators for Entry Lanes.
 - a. Two (2) at main gate house and one (1) each at the North and South Entry lanes.
 - i. The arms will be located as far forward as possible to allow maximum stacking distance of incoming vehicles.
 - b. We will install a new in-ground vehicle detection “down loop” for each operator.
 - c. We will install a control switched for gate staff to control each barrier arm operator.
 - i. Switches to include momentary open, hold-open and down commands.
 - d. We will connect all the gate operators into the dwellingLIVE system so scheduled operational changes can be accommodated automatically; such as: hold open times, change from visitor lane to resident RFID lane, and lane shut down.
 - e. We will program all RFID antennas through the Magnetics PLC relays to ensure the arm comes fully down behind each vehicle for consistency of operation for drivers and speed control to enhance safety.
 - i. We will install a reflective sign on side of operator indicating arm comes down between each vehicle.
 - f. We will install KNOX fire switches on the ID Card Reader posts to allow emergency vehicle access through the barrier arm operators.
 - g. 120vac electrical power to new barrier arm operators to be provided BY OTHERS.

Notes and Exclusions:

- Miscellaneous patch cables, mounting hardware, dressing and labeling materials are included.
- Excludes plot plans, permits, or other agency fees (none know of for this scope of work).
- Excludes all required 120vac power to new equipment cabinets and barrier arm operators.
- Excludes all trenching and underground conduit requirements if necessary.
- Excludes any custom API integration programming if desired.
- Excludes required Internet service and monthly fees.
- See last page for our standard disclaimers.

Please note that all the dwellingLIVE software modules can be added anytime. There are many useful software modules provided by dwellingLIVE for a community such as yours that may become more interesting once you’ve found how user friendly and useful the software is and there is no penalty for adding modules in the future. Please let me know if you have any further questions or if you would like to speak on the phone or have an onsite meeting before you proceed. Thank you again for the opportunity to be of service.

Pricing for Above Scope of Work:

<u>dwellingLIVE Systems</u>	<u>Price</u>	<u>Qty</u>	<u>Total</u>
dwellingLIVE Vehicle RFID Systems as described above	\$ 20,694.32	1	\$ 20,694.32
dwellingLIVE ID Card Reader Systems as describe above	\$ 3,986.29	1	\$ 3,986.29
Magnetics Barrier Arm Operators as described above	\$ 26,672.84	1	\$ 26,672.84
dwellingLIVE Windshield Transponders (min. order qty of 100)	\$ 8.95	5,000	\$ 44,750.00
dwellingLIVE Headlamp Transponders (min. order qty of 100)	\$ 11.65	1,500	\$ 17,475.00
dwellingLIVE ID Cards for Access Control (min. order qty of 100)	\$ 4.35	9,000	\$ 39,150.00
Total:			\$ 152,728.45

Recurring Monthly Fees for dwellingLIVE Systems

	<u>Price</u>
Recurring Monthly Subscription Fees for dwellingLIVE RFID Access Control System	\$ 799.00
Additional Recurring Monthly Fees paid directly to dwellingLIVE	\$ 799.00

All Monthly Subscription Fees are from 2nd Month forward - 1st Month Included in Installation

*Note: dwellingLIVE system requires a phone line (at guard house) & high speed Internet connection

Please let us know if you would like us to perform the above recommended installation by sending to our office a signed copy of this work proposal, along with your own company purchase or work order (faxed and e-mail copies are acceptable).

Kind Regards,

Kevin Squirekevin@cgsystemsinc.com

Approval to Proceed Signature: _____ Date: _____

Signed by:**Please initial pricing above being approved with signature**

Installation and Service Quote Disclaimer

C.G. Systems, Inc. dba California Gate and Entry Systems, hereinafter referred to as (CGS) presents quotes and proposals as a good faith **estimate** based upon the site and/or system considerations as represented by the Customer and Owner or Owners of legal record (if different), hereinafter referred to as the Customer. Price Quoted is for the project total due. Adjustments may be made only if substantial Scope of Work is changed, either deleted or added. CGS standard installation practices are per manufacturer guidelines, codes (such as UBC, NEC, NFPA, UL325, ASTM F2200), or Authority Having Jurisdiction (AHJ). If any AHJ requires additional items not listed, the Customer agrees to pay for all such additional costs. Unless stated, quote does **not** include, cost for design, man-lift(s), conduit, conduit installation, electrical circuit(s) as may be required, demolition/reconstruction, unforeseen or underground obstructions, or any other site conditions resulting in additional costs to complete the work as quoted. **All** additional costs shall be invoiced to and paid by the Customer at CGS standard rates. CGS shall **not** under any circumstances be responsible for any additional cost, any loss, or perceived loss by the Customer. Further, the Customer shall waive any rights to charge back or deduct from any payments due CGS any fees or costs the Customer may have incurred whereby CGS did not directly approve such fees or costs and was not in direct and complete control for incurring such costs. CGS makes **no claim, no guarantee, and shall not** be responsible for any costs for the attempted elimination/reduction of Radio Frequency Interference (RFI) or for any wireless transmission device. **All warranties** shall be per Manufacturer's published specifications.

UL325 & ASTM F2200 Anti-Entrapment Requirements: CGS quotes for automated gates include anti-entrapment requirements as additive alternates because many contractors in the industry do not include such items in their quotes. These requirements are not currently a part of the building code, though they are required to meet the UL325 & ASTM F2200 requirements for automated gates. Customers that choose not to implement all the additive anti-entrapment requirements do so at their own risk and by accepting the CGS proposal the customer agrees to indemnify CGS against any claims involving entrapment incidents of any manner.

Fire Authority: The local fire authority's access requirements to your site may change when you install and or automate the driveway or community roadway gate, install access control systems on pedestrian gates and or doors. CGS suggests that you check with the local fire authority before finalizing your plans.

Spike Units: All spike units have a speed restriction of 5 MPH. We utilize the quietest units that CGS has found, but they still make noise as vehicles drive over them. Vehicles must approach & exit spikes straight (no spikes are allowed in a turn radius).

Metalizing: CGS recommends that all steel work be metalized prior to painting. Metalizing is a zinc anode coating that significantly reduces the onset of rust. All quotes, including metalizing are based on a 30 day estimate from the company we utilize for this process; CGS will update you on the cost as needed.

Solid Gates or Primarily Solid Gates: Although desirable for security and privacy, solid gates do not allow for air flow through the surface area of the gate and thus have a higher risk of failure or damage related to wind and wind gusts. Because of the added risk of damage to equipment, vehicles and or personnel, these style gates are outside gate operator manufacturer's recommendations and may reduce the manufacturer's parts warranty and our labor warranty on wind related issues.

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Acceptance of quote by any means, written or oral, assignment and/or issuance of a purchase order by Customer, and/or authorizing or allowing CGS to commence ordering equipment and/or any related work shall constitute acceptance of **all** terms & conditions herein creating a contractual agreement. All agreement(s) shall be governed by the Laws in the State of California. Customer authorizes the governing legal authority to move the venue of any legal proceedings to a court in Orange County, California for any litigation instituted by either party. Customer agrees to pay any and all litigation and/or collection costs incurred by CGS. Acceptance constitutes a legal material lien by CGS on all equipment provided and/or installed until agreement is paid in full. CGS reserves any and all rights.

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CGS ACCEPTS VISA or MASTERCARD for service work or installation jobs under \$1,000.00.

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April 28th, 2018

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

Attn: Paul Bristow CPP, Security Services Director

Sent via e-mail: PaulB@lwsb.com

RE: Proposal for dwellingLIVE Visitor Management System with Option LPR for Visitor Lanes

Dear Paul,

Thank you for the opportunity to provide a proposal for the dwellingLIVE systems at Seal Beach, Golden Rain Foundation. Please see below for a summary of the proposal followed by a more detailed scope of work:

dwellingLIVE Systems

- New dwellingLIVE Visitor Management System for Three Guard Houses
 - Includes computer, printer, auto-dialer, auto-open relay and wireless barcode scanner
- New dwellingLIVE License Plate Recognition System – Visitor Lane for each Guard House
 - Includes second cable to existing GeoVision LPR Cameras for second video stream

Scope of Work

Guard House Visitor Management System by dwellingLIVE

1. We will install a new dwellingLIVE Visitor Management System at each of three guard houses.
 - a. This system will significantly improve the time required to log and allow or deny entrance for visitors.
 - i. The system allows residents to register visitors via their own customized login and password via the Internet, or they can call them into the guard on duty.
 - (a) These entries are automatically loaded onto the guard house computer system via the Internet.
 - (b) Allows residents to e-mail guest passes
 - (i) All guest pass types and limitations to be set by board and property manager
 - b. Includes a guest pass printer for automatically printing passes for admitted visitors
 - i. Initial 2,000 guest passes are included with the printer.
 - c. The new system will include an auto dialer system to also increase efficiency.
 - i. The auto dialer is interfaced with the existing guard house phone line.
 - (a) This system speeds phone calls to residents to authorize guests by allowing the phone number associated to the resident in dwellingLIVE to be auto dialed by the computer.
 - d. The new system will include a guest pass wireless barcode scanner system for guards.

- i. The barcode scanner allows returning guests to have their existing valid passes scanned
 - (a) This eliminates the need for additional passes, especially for longer term pass holders
 - (b) This scanning process automatically logs the re-entry and opens the gates
 - (c) This process also helps speed up guest processing during heavy traffic times.
- ii. This is in addition to the dwellingLIVE feature that allows the guard to “record” an entry even without a pass so the community can save on passes and unnecessary paper waste.

General Scope of Work Requirements for the Database Programming and Staff Development:

- 2. Management staff, guard staff and resident web training is included as part of this proposal.
 - a. Training is completed via dwellingLIVE University online
 - i. dwellingLIVE University: <https://dwellingliveuniversity.wordpress.com/>
 - ii. We are also available for remote support training as well if any of the staff struggle with issues after the initial online training is completed.
- 3. Initial programming of the new dwellingLIVE resident/member database is included
 - a. The initial database information will need to be exported from your existing guard house software database into a setup spreadsheet we will provide you.
 - i. If this system is not complete or corrupted it will require some of your own staff time to correct or complete the database.
 - ii. Our dwellingLIVE team will utilize this exported and or corrected information to build your new database.
 - b. We have included approximately 8 hours labor for assisting your IT staff with the export and formatting and uploading the data into the new dwellingLIVE database.
 - i. This is generally sufficient time for this process as long as your IT staff are familiar enough with your database to export the information formatted as required.
 - ii. We can assist further with database data entry for \$65 per hour for standard data entry and formatting or \$125 for an actual database technician.
- 4. Resident introduction and a new system login information letter is included as part of this proposal.
 - a. Your management staff will be provided a sample letter for review soon after acceptance of this proposal.
 - i. This will provide adequate time for your management staff and board to review and edit the letter as desired.
 - ii. Once the edited letter is returned (no less than 10 days prior to transition), the dwellingLIVE team will provide a mail merged final letter for each resident from the dwellingLIVE database.
 - 1. Each resident will have a unique initial registration number for login.
 - 2. These letters, one for each residence, will be provided to your management staff in PDF format (no less than 7 days prior to transition) so they can print and mail the letters to each residence (2-3 days prior to transition).
 - b. Residents should also begin hearing from the management staff approximately 21 days prior to the transition to expect the coming changes and to expect the eminent letter with login details.

- i. Please note that property owners that are NOT residents can also have their own user name and login.
- ii. Tenants can have a user name and login to the system to allow them to register guests.
- iii. Tenant information is identified as “tenant” to any guard, staff or administrator logging into the system so they are clearly differentiated from property “owners”.

Option for New dwellingLIVE License Plate Recognition System

5. Option for an LPR computer at each guard house for the visitor lane LPR cameras that will be integrated with the guard house dwellingLIVE visitor management software.
 - a. Visitor license plates recognized by the LPR computer will automatically appear on the visitor management computer for logging into the database and also printing on the guest passes.
 - i. LPR Camera will capture rear license plates of vehicles in the visitor lane.
 - b. We will install an additional second cable to each visitor lane existing GeoVision LPR camera for connection to the new dwellingLIVE LPR computers.
 - i. Pricing includes necessary wet-location wiring, connections, and miscellaneous hardware necessary for complete install.
 - ii. Pricing does NOT include removal and replacement of any landscaping
 - c. Installation is for the single visitor lane only at each of three guard houses only.
 - d. Includes complete integration with the newly proposed dwellingLIVE Visitor Management and Access Control Systems.
 - i. All systems integrate with the same database.

Notes and Exclusions:

- Miscellaneous patch cables, mounting hardware, dressing and labeling materials are included.
- Excludes plot plans, permits, or other agency fees (none know of for this scope of work).
- Excludes all required 120vac power to new equipment cabinets and barrier arm operators.
- Excludes all trenching and underground conduit requirements if necessary.
- Excludes any custom API integration programming if desired.
- Excludes required Internet service and monthly fees.
- See last page for our standard disclaimers.

Please note that all the dwellingLIVE software modules can be added anytime. There are many useful software modules provided by dwellingLIVE for a community such as yours that may become more interesting once you’ve found how user friendly and useful the software is and there is no penalty for adding modules in the future. Please let me know if you have any further questions or if you would like to speak on the phone or have an onsite meeting before you proceed. Thank you again for the opportunity to be of service.

See following page for pricing:

<u>dwellingLIVE Systems</u>	<u>Price</u>	<u>Initials</u>
(3) New Visitor Management System for (3) Guard Houses	\$ 21,981.67	_____
(3) New dwellingLIVE Single-Lane License Plate Recognition System	\$ 23,276.34	_____
Total:	\$ 45,258.01	_____

<u>Recurring Monthly Fees for dwellingLIVE Systems</u>	<u>Price</u>
Recurring Monthly Subscription Fees for dwellingLIVE Visitor Management System	\$ 995.00
Recurring Monthly Subscription Fees for dwellingLIVE License Plate Recognition System	\$ 295.00
Total Recurring Monthly Fees paid directly to dwellingLIVE	\$ 1,290.00

All Monthly Subscription Fees are from 2nd Month forward - 1st Month Included in Installation

*Note: dwellingLIVE system requires a phone line (at guard house) & high speed Internet connection

Please let us know if you would like us to perform the above recommended installation by sending to our office a signed copy of this work proposal, along with your own company purchase or work order (faxed and e-mail copies are acceptable).

Kind Regards,

Kevin Squire

kevin@cgsystemsinc.com

Approval to Proceed Signature: _____ Date: _____

Signed by:

Please initial pricing above being approved with signature

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CCTV and Access Control Systems: CGS in no way represents that CCTV and or Access Control systems are installed to guarantee the security or protection of employees, residents, guests, equipment or other valuables in any manner and CGS accepts no liability for misuse, abuse, or vulnerability of such systems.

CGS shall not accept delays in payment due to insurance subrogation or any third party payments to the Customer nor shall CGS be responsible for any Customer insurance policy deductible or other similar amounts or charges. All such damaged components become the property of CGS as a core charge unless otherwise stated. Such core items are kept for thirty (30) days from date of replacement and are available for insurance company inspection. CGS assumes no liability for the failure of any insurance entity failing to make any desired inspections within that time frame.

Warranty/repairs shall be governed under CGS and/or manufacturer(s) normal service & warranty policies. CGS labor is guaranteed for 1 year from date of installation for new installations and 90 days for service work unless otherwise stated. Future service, regardless of any existing warranty or service agreement, **shall be** denied without any liability on the part of CGS until all past due balances are paid in **full**, including **all** late Fees. Any such suspension of service shall **not** result in any credit and/or extension of any applicable warranty and/or service agreement. All warranties are null and void if any warranted products are altered or tampered with in any manner. Warranties do not cover equipment programming, re-programming, training, accidents, damages caused by animals/insects, weather or acts of God. SEE NEW INSTALLATION WARRANTY ON OUR WEBSITE FOR FURTHER DETAILS – WWW.CALIFORNIAGATE.COM

Payment is of the Essence: Customer agrees to pay CGS per the terms listed or per any previously agreed upon purchase arrangement. When any equipment has been installed and/or becomes operational, even in a limited way, and/or installation requires more than 30 days, **all** contractual payment balances shall be due and payable upon date of invoice, less a 10% retainer when specified, which is to be paid within 30 days of final completion. Customer **agrees** to pay **all late charges** for all overdue balances at the minimum rate of 2.0% per month. All invoices shall be **due upon receipt**. All equipment shall remain the property of CGS until outstanding invoice amount(s) is/are paid in full. Upon Customer default on payment(s), Customer shall additionally forfeit any previous payments, **and shall** without prior notification allow CGS access to Customer's premises to retrieve equipment without **any** liability to CGS, **and no refund**, in whole or part, shall be due the Customer.

Acceptance of quote by any means, written or oral, assignment and/or issuance of a purchase order by Customer, and/or authorizing or allowing CGS to commence ordering equipment and/or any related work shall constitute acceptance of **all** terms & conditions herein creating a contractual agreement. All agreement(s) shall be governed by the Laws in the State of California. Customer authorizes the governing legal authority to move the venue of any legal proceedings to a court in Orange County, California for any litigation instituted by either party. Customer agrees to pay any and all litigation and/or collection costs incurred by CGS. Acceptance constitutes a legal material lien by CGS on all equipment provided and/or installed until agreement is paid in full. CGS reserves any and all rights.

Wage Rates: Based upon information provided to CGS from the named Customer and/or the Owner/Agency/Contractor, all CGS labor quoted is calculated at **non-prevailing** hourly wage rates during normal business hours without any overtime included unless specifically specified otherwise. If for any reason, any governing agency determines and/or requires such labor to be paid at **prevailing** hourly wage rates above CGS's current existing payroll hourly rate schedules, the **customer and/or the owner/agency/contractor** for which the work has been quoted, **shall be fully responsible for any additional wages required to meet the prevailing wage rate** for the project, including, but not limited to, applicable payroll taxes, etc. It is the sole responsibility of the Customer/Owner/Agency/Contractor to provide CGS with the applicable labor wages required to perform the project. CGS shall **not under any circumstances** be responsible for any such additional wages as the result of information, misinformation, or payment policies of any other parties.

PAYMENT IS DUE AND PAYABLE UPON COMPLETION of or SUBSTANTIAL COMPLETION OF PROJECT WORK and/or SERVICE ORDER, whichever is the specific case regarding the service requested scope of work. In the event of a partial invoice, balance shall be due upon final completion.

NON-PAYMENT SHALL CONSTITUTE GROUNDS FOR MECHANICS LIEN ON CUSTOMER OWNED PROPERTY as applicable under the Laws of the State of California and/or any other legal jurisdiction having such authority.

ALL QUOTES ARE VALID FOR 30 DAYS ONLY. ANY WORK DELAYED BEYOND 30 DAYS AFTER A PROPOSAL OR QUOTE IS SIGNED BY THE CUSTOMER MAY BE SUBJECT TO PRICE INCREASES, INCLUDING 15% ADDED FOR OVERHEAD AND PROFIT, TO BE PAID FOR BY THE CUSTOMER

CGS ACCEPTS VISA or MASTERCARD for service work or installation jobs under \$1,000.00.

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