



Board of Directors

Agenda

Clubhouse Four

Tuesday, August 28, 2018

10:00 a.m.

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
- 4) Announcements/Service Awards/Staff Commendation
- 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 (pp. 1-2)
- 8) Approval of Minutes
 - a) July 24, 2018 (pp. 3-16)
 - b) July 30, 2018 (Special) (pp. 17-20)
- 9) Reports
- 10) New Business
 - a) General
 - i. Lease, Trust Property, Early Termination of Agreement (Ms. Stone, pp. 21-22)
 - ii. Lease, Trust Property, Building Identified as the Medical Center (Ms. Stone, pp. 23-34)
 - b) Architectural Design and Review Committee
 - i. Capital Funding Request – Murals Installation, Clubhouse Four (Ms. Heinrich, pp. 35-38)

- ii. Capital Funding Request – Administration/Amphitheater/LW Weekly Signage (Ms. Fekjar, pp. 39-40)
- iii. Reserve Funding Request –St. Andrews South Median Landscape (Ms. Hopewell, pp. 41-44)
- iv. Tree Trimming, Trust Property (Mr. Lukoff, pp. 45-46)
- c) Finance Committee
 - i. Accept July Financial Statements (Ms. Snowden, pp. 47-52)
 - ii. Liquid Reserve Funds (Ms. Winkler, pp. 53-54)
- d) IT Committee
 - i. Non-budgeted Operating Funding Request – Workstations and Windows 10 Upgrades (Mr. Snowden, pp. 55-56)
 - ii. Approve Contract - Copy Machine, Supply & Copy Office (Mr. Pratt, pp. 57-58)
- e) Physical Property Committee
 - i. Capital Funding Request – Jim’s Gate (Ms. Rapp, pp. 59-62)
 - ii. Reserve Funding Request – Parking Lot and Amphitheater Lighting (Mr. Lukoff, pp. 63-68)
 - iii. Capital Funding Request – Mutual Administration Office Renovation (Ms. Gerber, pp. 69-72)
 - iv. Reserve Funding Request – Sewer Pump, Clubhouse Two (Mrs. Perrotti, pp. 73-76)
- f) Recreation Committee
 - i. Non-budgeted Operating Funding Request – Long Table Replacement, Clubhouse Four (Mr. Moore, pp. 77-80)
 - ii. Capital Funding Request – Library Shelving (Mr. Doderio, pp. 81-92)
 - iii. Conceptual Approval - High School Volunteers (Ms. Rapp, pp. 93-94)
- g) Security, Bus & Traffic Committee
 - i. Non-budgeted Operating Funding Request - Dispatch Software (Mr. Gould, pp. 95-98)
 - ii. Capital Funding Request – Delineators, Main Gate (Mr. Stone, pp. 99-112)
- h) Service Maintenance Committee
 - i. Adopt Policy 5170-47, Service Maintenance Committee (Ms. Findlay, pp. 113-116)
- i) General
 - i. Appointment of GRF Representative for Mutual Fifteen (Ms. Fekjar, p. 117)

11) Staff Reports

Director of Finance's Report – Ms. Miller

Executive Director's Report – Mr. Ankeny

12) Board Member Comments

13) Next Meeting/Adjournment

GRF Board of Directors meeting, Tuesday, September 25, **6 p.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 July 2018 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of July 3, 2018
- Minutes of the Security, Bus & Traffic Committee Board Meeting of July 11, 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
July 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 10:00 a.m., on Tuesday, June 24, 2018, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Richard Carson, Commander of the American Legion Post 327, 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, Doderio, Winkler, Heinrichs, Lukoff, Fekjar, and Moore were present. The Executive Director and the Director of Finance were also present.

Fifteen Directors were present, with a quorum of the voting majority.

PRESIDENTS COMMENTS

Welcome everyone and thank you for coming.

Today we have a lot of weighty items before us, so I want to reiterate what I have said before. The substance of each item on today's agenda was thoroughly vetted in the respective committees before being forwarded to the Board of approval. To some it might appear that not enough time is spent discussing an item (although some items will seem like they are new to the Board if you listen to the heated debate). A large portion of the Directors attend all committee meetings (as you will see on the Consent calendar, where a committee meeting becomes a Board meeting by virtue of more than 10 directors at the committee meeting).

Today we are short three directors: the Mutual 12 Representative (who will be seated on July 30 at a Special Board meeting); the Mutual 16 Representative (who will be seated at the end of this meeting); and the Mutual 15 Representative, Mr. Bob Crossley who resigned, effective yesterday, July 23.

I would like to take this opportunity to express my regret upon losing Mr. Crossley. He represented his Mutual well this past year. Bob always approached each item of business in a

Golden Rain Foundation Board Meeting Minutes, July 24, 2018

professional manner, giving due diligence, great thought and research, no matter the size or importance of the issue at hand. He was kind and consideration to all, staff and fellow directors alike. The Board of Directors thank him for his service. We wish him well and are very grateful for the time that he spent with us. Bob Crossley...you will be missed.

This week, post cards will be sent to the residents of Mutual 15, seeking candidates for the new open GRF Representative position. Please watch the LW Weekly for the timeline.

The Board has deemed that the Main Gate/Globe project is now complete. There will be a small dedication/ribbon cutting next month that will include past Presidents Mario Michaelides, Ronde Winkler, Carole Damoci and myself. This project began with Mario Michaelides in 2013 and is now completed in 2018...5+ years. Watch the LW Weekly for the final accounting of the money spent. I know that you all will agree that it was money well spent!

Later in this meeting, Randy Ankeny, our Executive Director, will give you an update on Mission Park, our multi-use courts and picnic area. It is looking fabulous! The ribbon cutting will be next month so watch the LW Weekly for the date.

Veterans' Plaza has been dedicated and is a huge success with many events already taking place. On a side note, we recognize that shade is an issue, so the appropriate committees are looking for solutions for shade coverings. It sure gets hot!

A final note is a plea. Some of our outside patio chairs are missing from the Clubhouse Six patio area. The umbrellas, tables and chairs are of very good quality and expensive...items that all of us paid for. Please be on the watch for misuse or theft. It's your property that is stolen and it costs all of money to replace.

And now on to the important business at hand.

ANNOUNCEMENTS

The GRF Board of Directors met for Executive Session meetings on July 6, July 13 and July 19 to discuss legal and contractual matters.

SERVICE ANNIVERSARIES

One employee was recognized with a service award.

Erwin Manual Dizon

Service Maintenance Department

10 years

SEALIBeachCOUNCILIMEMBER'SIREPORT

Seal Beach Council Member Sandra Massa Lavitt provided a recap of the Seal Beach Council meeting.

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into

Golden Rain Foundation Board Meeting Minutes, July 24, 2018

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

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 Recreation Committee Board Meeting of May 2, 2018
- Minutes of the Physical Properties Committee Board Meeting of May 7, 2018
- Minutes of the Security, Bus & Traffic Committee Board Meeting of May 9, 2018
- Minutes of the Executive Committee Board Meeting of May 11, 2018
- Minutes of the Finance Committee Board Meeting of May 17, 2018
- Minutes of the Special Recreation Committee Board Meeting of May 18, 2018

APPROVAL OF BOARD MEETING MINUTES

The minutes of the May 22, 2018, June 5, 2018, June 12, 2018 and June 18, 2018 meetings were approved, as presented.

REPORTS

The Los Alamitos Medical Center, the Management Services Review Ad hoc and the Strategic Planning Ad hoc committees had not met in July; reports will be provided next month.

NEW BUSINESS

General

Approval of GRF Board of Directors' Mission Statement

At the June 27, 2018 Planning Retreat, Marilyn Snider, Facilitator, guided the Board in the drafting of a proposed GRF Mission Statement to define GRF purpose, identify the goals of GRF operations and provide a shared understanding of GRF's intended direction. The proposed Mission Statement is: "The Golden Rain Foundation provides an enhanced quality of life for our active adult community of Seal Beach Leisure World."

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

TO approve the Mission Statement of GRF as “The Golden Rain Foundation provides an enhanced quality of life for our active adult community of Seal Beach Leisure World. “

Approval of GRF Board of Directors’ Goals

1. Attract and Retain Qualified Employees

At the June 27, 2018 Planning Retreat, Marilyn Snider, Facilitator, guided the Board to highlight a core set of shared goals to guide the Board and its respective committee actions, during the 2018/2019 Board term. Goal 1 - Attract and retain quality employees (Exhibit A in the agenda packet).

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

TO approve Goal 1, Attract and retain quality employees and direct applicable committee/committees and GRF staff to take reasonable actions to accomplish Goal 1, as outlined in Exhibit A.

2. Increase Organizational Effectiveness and Efficiency

At the June 27, 2018 Planning Retreat, Marilyn Snider, Facilitator, guided the Board to highlight a core set of shared goals to guide the Board and its respective committee actions, during the 2018/2019 Board term. Goal 2 - Increase organizational effectiveness and efficiency (Exhibit A in agenda packet).

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

TO approve Goal 2, Increase organizational effectiveness and efficiency and direct applicable committee/committees and GRF staff to take reasonable actions to accomplish Goal 2, as outlined in Exhibit A.

3. Improve Community Access Control

At the June 27, 2018 Planning Retreat, Marilyn Snider, Facilitator, guided the Board to highlight a core set of shared goals to guide the Board and its respective committee actions, during the 2018/2019 Board term. Goal 3 - Improve community access control (Exhibit A in agenda packet).

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

TO approve Goal 3, Improve community access control and direct applicable committee/committees and GRF staff to take reasonable actions to accomplish Goal 3, as outlined in Exhibit A.

4. Protect, Preserve and Improve Trust Assets

At the June 27, 2018 Planning Retreat, Marilyn Snider, Facilitator, guided the Board to highlight a core set of shared goals to guide the Board and its respective committee actions, during the 2018/2019 Board term. Goal 4 - Protect, preserve and improve Trust Assets (Exhibit A in agenda packet).

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

TO approve Goal 4, Protect, preserve and improve Trust Assets and direct applicable committee/committees and GRF staff to take reasonable actions to accomplish Goal 4, as outlined in Exhibit A.

5. Improve and enhance Hardware, Software and use of Technology

At the June 27, 2018 Planning Retreat, Marilyn Snider, Facilitator, guided the Board to highlight a core set of shared goals to guide the Board and its respective committee actions, during the 2018/2019 Board term. Goal 5 - Protect, preserve and improve Trust Assets (Exhibit A in agenda packet).

Ms. Snowden MOVED, seconded by Ms. Winkler and carried unanimously by the Board members present –

TO approve Goal 5, Hardware, software and use of Technology and direct applicable committee/committees and GRF staff to take reasonable actions to accomplish Goal 5, as outlined in Exhibit A.

Appointment of Mutual Sixteen GRF Representative

At 4:30 p.m. on June 25, the nominating period closed with no nominations received at the Stock Transfer Office for candidates for the GRF Director representing Mutual Sixteen, as set forth in the application procedures.

Pursuant to Article VI, Section 6, of the GRF Bylaws, if no nominations are received, the GRF Board shall appoint a Foundation member to serve.

Upon consultation with Mutual Sixteen, Steve McGuigan has been chosen to fill the vacancy. If approved, Mr. McGuigan shall serve as a GRF Director until the merger with Mutual Fifteen is finalized and be seated at the end of this meeting.

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

TO appoint Steve McGuigan as the GRF Director for Mutual Sixteen
until the merger with Mutual Fifteen is finalized.

Approve Medical Center Lease

On December 28, 1988, GRF entered into an agreement for the lease of Trust Property commonly identified as the Medical Center with Los Alamitos Medical Center Inc. Through the subsequent 30 years Los Alamitos has provided the community with vital health services.

On May 30, 2018, GRF received notice from Los Alamitos medical Center, of non-renewal of the agreement. The Board immediately began a search to retain qualified professional medical services representing the best mutual interest of a majority of our shareholders, with a focus on Modern Health Care with a Personal Touch.

Proposals were received from CareMore (who will enter into a partnership with Pioneer Medical Group) and Optum Care. Both CareMore and Optum are medical providers of high renown both known for exemplary patient care.

Ms. Stone MOVED, seconded by Ms. Hopewell-

TO approve a lease of Trust Property identified as the Health Care
Center Premises located at 1661 Golden Rain Road, Seal Beach,
California, 90740, for an initial term of five (5) years, December 1,
2018 to November 30, 2023, between the Golden Rain Foundation
of Seal Beach and Optum Care, for the use of a portion of Trust
Property as identified, per Optum Care proposal dated July 12, 2018,

and terms and conditions of the attached agreement and authorize the President to sign the agreement conditioned upon Optum Care submission of all documents required under the agreement.

Eight Board members spoke on the motion.

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

Finance Committee

Accept June Financial Statements

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

Ms. Winkler MOVED, seconded by Mr. Lukoff carried unanimously by the Board members present –

TO accept the June 2018 financial statements for audit.

Approve CDAR Purchase

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

Based on the analysis, the committee passed a motion to recommend to the board to invest \$250,000 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.

Ms. Snowden MOVED, seconded by Ms. Hopewell–

TO authorize the purchase of a 52-week CDAR for \$250,000 of reserve funds at the current going interest rate offered by First Foundation Bank, which will be fully insured by the FDIC.

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

The motion was carried with four no votes (Dodero, Gould, Pratt, R. Stone)

Director R. Stone left the meeting at 11:11 a.m.

Approve Limited Use of Trust Property Lease – Mutual Fourteen

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists of real property located as portion of Tract Map No. 4748 in the City of Seal Beach, County of Orange, State of California, as shown on a Map recorded in Book 172, Pages 43 through 46 inclusive, of Miscellaneous Maps, Records of Orange County California, described as follows:

A circle, 38.00 feet in diameter, the center of which being designated point "A" described as follows: Commencing at the centerline intersection of Sunningdale Road, forty (40) feet in width, with Del Monte Drive Forty Four (44) feet in width as shown on said Tract Map No. 4748; thence along the centerline of Sunningdale Road S 56°35'53" W 763.78 feet to the terminus of the centerline of Sunningdale road, said terminus being hereinbefore mentioned point "A"; commonly known as "Sunningdale Circle."

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 Sunningdale Circle planter.

At the regularly scheduled meeting of the Finance Committee on July 16, 2018, the Committee duly moved and approved to recommend to the Board a lease agreement (attached in agenda packet) between GRF and Mutual Fourteen for the exclusive use of Trust Property identified as the Sunningdale Circle planter for the following general terms:

- Term, three (3) years, July 27, 2018 to July 26, 2021
- Annual lease, one dollar (\$1.00)

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

TO approve a lease, for the term of three (3) years, July 27, 2018 to July 26, 2021, between the Golden Rain Foundation and Mutual Fourteen, a California Corporation, for the **limited** use of Trust Property commonly identified as Sunningdale Circle planter, per terms and conditions of the attached agreement, in the amount of one dollar (\$1.00) per year and authorize the President to sign the lease conditioned upon Mutual Fourteen's submission of all documents required under the agreement.

Golden Rain Foundation Board Meeting Minutes, July 24, 2018

The motion was carried with one abstention (R. Stone absent from his seat at time of vote - 11:16 a.m.)

Approve Limited Use of Trust Property Lease – Leisure World Trailer Club

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists generally of a 5.51-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740: Track Number 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 the RV Lot is a general use amenity for the members of GRF in the storage of Recreational Vehicles, in accordance with stated Policy.

Per Article VII, Section A of the Trust, the GRF Board has the sole authority over the use of Trust Property. Further, the GRF Board must act in a manner which represents the mutual benefit of all members of GRF.

At the regularly scheduled meeting of the Finance Committee on July 16, 2018, the Committee duly moved and approved to recommend to the Board, a lease agreement (attached) between GRF and Leisure World Trailer Club (Club) for the exclusive use of a portion Trust Property within the area identified as the RV Lot under the following general terms: one (1) year, August 1, 2018 to July 31, 2019, Annual lease, one space allocation for the storage of the Club's general use storage trailer - one dollar (\$1.00).

Ms. Winkler MOVED, seconded by Ms. Rapp-

TO approve a lease, for the term of one (1) year, August 1, 2018 to July 31, 2019, between the Golden Rain Foundation and the Leisure World Trailer Club, a California Corporation, for the **limited** use of a portion of Trust Property within the area commonly identified as the RV Lot, per terms and conditions of the attached agreement in the amounts of: one space allocation for the storage of the Club's general use storage trailer - one dollar (\$1.00) and authorize the President to sign the lease conditioned upon the Leisure World Trailer Club submission of all documents required under the agreement.

Two Board members spoke on the motion.

Ms. Snowden MOVED, seconded by Mr. Lukoff –

TO amend the motion by separating the one space allocation for the storage of the Club's general use storage trailer – one dollar (\$1) and the one space allocation for the storage of [to be determined by the Board] - one hundred and fifty dollars (\$150).

Three Directors and the Executive Director spoke on the motion.

The amendment to the motion was carried with three no votes (Gould, Moore, Rapp) and one recusal (R. Stone).

Mr. Stone returned to the meeting at 11:22 a.m.

Ms. Stone MOVED, seconded by Ms. Hopewell-

TO approve a lease for the term of one (1) year, August 1, 2018 to July 31, 2019, between the Golden Rain Foundation and Leisure World Trailer Club, a California Corporation for the limited use of a portion of Trust Property within the area commonly identified as the RV Lot, per terms and conditions of the agreement attached in the agenda packet, in the amounts of One space allocation for the storage of the Club's general use storage trailer – one dollar (\$1.00) and authorize the President to sign the lease conditioned upon the Leisure World Trailer Club submission of all documents required under the agreement.

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

Mr. Lukoff MOVED seconded by Mr. Doder-

TO approve a lease for the term of one (1) year, August 1, 2018 to July 31, 2019, between the Golden Rain Foundation and Leisure World Trailer Club, a California Corporation for the limited use of a portion of Trust Property within the area commonly identified as the

RV Lot, per terms and conditions of the agreement attached in the agenda packet, one space allocation for the storage of the club's hand tools, in a storage facility, to be determined by the Recreation Department – one hundred and fifty dollars (\$150.00) and authorize the President to sign the lease conditioned upon the Leisure World Trailer Club submission of all documents required under the agreement.

Four Directors and the Executive Director spoke on the motion.

Mr. Lukoff withdrew his motion, Mr. Dodero withdrew his second of the motion.

Mr. Gould MOVED, seconded by Mr. Moore-

TO approve a lease for one (1) year, August 1, 2018 to July 31, 2019, between the Golden Rain Foundation and the Leisure World Trailer Club, a California Corporation, for the limited use of a portion of Trust Property within the area commonly identified as the RV Lot, per...one space allocation for the storage (to be determined by the GRF Board) for one hundred and fifty dollars (\$150.00) and authorize the President to sign the lease and authorize the President to sign the lease conditioned upon the Leisure World Trailer Club submission of all documents required under the agreement.

Five Directors and the Executive Directors spoke on the motion.

The motion failed with eight no votes (Dodero, Heinrich, Hopewell Lukoff, Perrotti, Pratt, L. Stone, Snowden).

Physical Property Committee

Capital Funding Request – Medical Center to Clubhouse Six Crosswalk Revision

Staff was tasked by the Physical Property Committee (PPC) to obtain a plan from ADA Plus for the improved accessibility of the crosswalk from the Healthcare Center to Clubhouse Six, based

Golden Rain Foundation Board Meeting Minutes, July 24, 2018

on input from vision impaired members of the community (Attachment A in the agenda packet). MJ Jurado provided a cost of \$5,500 to make these improvements (Attachment B in the agenda packet).

At its regularly scheduled meeting on July 3, 2018, the PPC duly moved and approved to recommend to the GRF Board of Directors to modify the crosswalk from the Medical Center to Clubhouse Six, improving the accessibility for vision impaired members, awarding a contract to MJ Jurado, and adding \$2,000 in contingencies, for a total cost not to exceed \$7,500, after review by the Finance Committee for funding.

At its regular meeting on July 20, 2018, the Finance Committee reviewed available funding for this Capital project and unanimously resolved funding is available.

Ms. Gerber MOVED, seconded by Ms. Fekjar –

TO award a contract to MJ Jurado, in the amount of \$5,500, to modify the crosswalk from the Medical Center to Clubhouse Six, per ADA Plus plan dated 5/14/2018, improving the accessibility for vision impaired members, adding \$2,000 in contingencies, which includes \$1,200 for thermal plastic paint, for a total cost not to exceed \$7,500, Capital funds, and authorize the President to sign the contract.

Ten Directors, the Executive Director and the Facilities Director spoke on the motion.

The motion was carried unanimously by the Board members present.

The President called for a five minute break at 12:05 pm.

Recreation Committee

Capital Funding Request – Patio Furniture, Veterans' Plaza

At the July 3, 2018 meeting of the Recreation Committee, the Committee determined with the opening of Veterans Plaza and expanded Recreation and Library events that there is a need for additional patio tables with umbrellas.

Currently there are four (4) sets, seating for sixteen; an additional six (6) sets would provide needed seating as well as the shade the table umbrellas would provide.

Cost, per Leisure Creations, Quote Number 00036282, dated June 18, 2018 is \$13,229.26 (Exhibit A in the agenda packet).

At the July 16, 2018 meeting of the Finance Committee, the Committee determined sufficient Capital Funds are available.

Ms. Heinrichs MOVED, seconded by Mr. Dodero—

TO approve the purchase of six (6) patio sets and three (3) waste receptacles, from Leisure Creations, in an amount not to exceed \$13,230, Capital Funding and authorize the Executive Director to initiate the purchase.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Adopt Policy 1445-62, Mission Park Programs

At its meeting on July 3, 2018, the Recreation Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1445-52, Mission Park Programs, setting forth the Club and Private Party reservation information for the area.

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

TO adopt Policy 1445-52, Mission Park Programs, as presented.

Adopt Policy 1446-63, Veterans' Plaza Programs

At its meeting on July 3, 2018, the Recreation Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 1446-53, Veterans' Plaza Programs, setting forth the usage procedure of the area.

Mrs. Perrotti MOVED, seconded by Ms. Snowden and carried unanimously by the Board members present—

TO adopt Policy 1446-53, Veterans' Plaza Programs, as presented.

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

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

ADJOURNMENT

The meeting was adjourned was at 12:27 p.m.

Suzanne Fekjar, Corporate Secretary
GRF Board of Directors
dfb



SPECIAL BOARD OF DIRECTORS MEMBERS MEETING - GOLDEN RAIN FOUNDATION

July 30, 2018

In accordance with Article V, Section 3, of the corporation by-laws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Golden Rain Foundation (GRF) Board of Directors was called to order by President Stone at 2:00 p.m. on Monday, July 30, 2018, in Clubhouse Four.

ROLL CALL

Following the roll call, Corporate Secretary Fekjar reported that Directors Perrotti, R. Stone, Snowden, L. Stone, Gerber, Gould, Hopewell, Rapp, McGuigan, Doderio, Winkler, Heinrichs, Lukoff, Fekjar and Moore were present. Director Pratt was absent. Fifteen Board members were present, with a quorum of voting majority.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Corporate Secretary Suzanne Fekjar.

ANNOUNCEMENTS

The winners of today's election will be installed at the conclusion of the meeting. If the non-incumbent winners of today's election are present when the results are announced, please see the Executive Coordinator, Deanna Bennett, before leaving in order to obtain information regarding next week's schedule and answer any questions.

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

No shareholder/members offered comments.

ELECTION FOR GRF DIRECTOR REPRESENTING MUTUAL TWELVE

The President stated that the purpose of the meeting was to observe the counting process for the election of the GRF Director representing Mutual Twelve.

The President introduced the principals of Accurate Voting Services (AVS), Inc. Ms. Cheryl Wilson thanked the Board for engaging AVS to conduct today's election, advised how the election process has progressed and the work that will be conducted today. As a quorum of the Board was present, the counting process began at 2:06 p.m.

The Board meeting was recessed at 2:06 p.m.

At 2:29 p.m., after the ballot counting was conducted, the meeting resumed, and Ms. Wilson reported the election results. The result of the ballot count is as follows, with the winner's name bolded:

Mutual Twelve: **Lucille E. Findlay**, 149; Quorum only, 0; and Abstain, 17.

The President thanked the members of Accurate Voting Service for their work. The newly-elected Director was installed at the conclusion of today's meeting.

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

TO seat Lucille E. Findlay, as the GRF Director for Mutual Twelve, per elections, in accordance with GRF Bylaws.

Ratification of Committee Member Assignments

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

Ms. Stone MOVED, seconded by Ms. Snowden and carried unanimously by the Board Directors present -

TO approve, in accordance with the Bylaws of the Golden Rain Foundation of Seal Beach and Policy 5100-30, the following standing Committee appointments for Lucille Findlay, GRF Representative for Mutual Twelve: the Architectural Design & Review, the Communications, and the Service Maintenance Committees and standing Committee appointments for Steve McGuigan, GRF Representative for Mutual Sixteen: the Communications, the

Information Technology, and the Management Services Review Ad

hoc Committees.

BOARD MEMBER COMMENTS

Sixteen Board members offered comments.

The meeting was adjourned at 2:42 p.m.

Suzanne Fekjar, Corporate Secretary
GRF Board of Directors
dfb: 07.30.18

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: LEASE, TRUST PROPERTY, EARLY TERMINATION OF AGREEMENT
DATE: AUGUST 16, 2018
CC: FILE

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists of the premises located at 1661 Golden Rain Road, Seal Beach, California, 90740 ("Premises"), sometimes referred to as the "Medical Center."

The primary use of the Premises identified as the Medical Center is a general use amenity in accordance with applicable policies and agreements to provide Health and Health Care related services.

Per Article VII, Section A of the Trust, the GRF Board has the sole authority over the use of Trust Property. Further, the GRF Board must act in a manner which represents the mutual benefit of all members of GRF.

On August 9, 2018, due notice (attached) was given by the Los Alamitos Medical Center to request early termination of the agreement between GRF and Los Alamitos Medical Center, which originated on December 28, 1988.

Optum Care has agreed to commence its agreement with GRF, which was to begin on December 1, 2018, on October 1, 2018, contingent upon the Board acceptance of Tenet's early termination of agreement.

I move to accept the early termination of the agreement between Los Alamitos Center and GRF, per the request dated August 9, 2018, attached, and authorize the President to sign the document.



3751 Katella Ave • Los Alamitos • CA 90720
ph: 562.598.1311 or 714.826.6400
losalamitosmedctr.com

August 9, 2018

Delivered by Hand

Golden Rain Foundation
Attention: Randy Ankeny, Executive Director and Linda Stone, President
13531 St. Andrews Drive
Seal Beach, California 90740

Re: Leisure World Health Care Center Lease Agreement dated December 28, 1988, as amended April 1, 1992, May 1, 1998, July 22, 2009, and January 6, 2014 by and between Los Alamitos Medical Center, Inc., a California Corporation, doing business as Los Alamitos Medical Center (formerly Tenet HealthSystem Hospitals, Inc., a Delaware Corporation) (hereinafter referred to as "LAMC") and Golden Rain Foundation (the "Lease"); and Leisure World Health Center Management Agreement dated December 28, 1988, as amended February 19, 1991, April 1, 1992, February 1, 1998, December 15, 2007, and April 30, 2015 by and between LAMC and Golden Rain Foundation (the "Agreement")

Dear Mr. Ankeny and Ms. Stone:

In accordance with the terms of the above referenced Lease and Agreement along with recent discussions between the parties, please accept this letter as written notice of mutual agreement to early terminate the Lease and Agreement with the last date of the Lease and Agreement now being September 30, 2018. As of October 1, 2018, no further rights, liabilities, obligations or responsibilities shall hereafter arise or accrue out of the Lease and/or Agreement and the relationship between the contracting parties arising out of the Lease and Agreement shall be canceled and terminated.

If you are in concurrence with this early termination as a representative of Golden Rain Foundation, please sign the acknowledgment statement below.

Sincerely,

Kent Clayton
Chief Executive Officer
Los Alamitos Medical Center

I acknowledge the above referenced Lease and Agreement shall be terminated as written above:

Linda Stone, President





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: LEASE, TRUST PROPERTY, BUILDING IDENTIFIED AS THE MEDICAL CENTER
DATE: AUGUST 16, 2018
CC: FILE

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists of the premises located at 1661 Golden Rain Road, Seal Beach, California, 90740 ("Premises"), sometimes referred to as the "Medical Center."

The primary use of the Premises identified as the Medical Center is a general use amenity in accordance with applicable policies and agreements to provided Health and Health Care-related services.

Per Article VII, Section A of the Trust, the GRF Board has the sole authority over the use of Trust Property. Further, the GRF Board must act in a manner which represents the mutual benefit of all members of GRF.

On July 24, 2018, the Board approved a lease agreement between GRF and Optum Care. Following notification to all parties of the Boards action, on August 9, 2018, notice (attached) was given by the Los Alamitos Medical Center for early termination of the existing agreement to allow Optum Care to begin the lease of the Medical Center in time for annual open enrollment.

I move to approve the amendment of the lease of Trust Property identified as the Premises, located at 1661 Golden Rain Road, Seal Beach, California, 90740, for a new term of five (5) years, October 1, 2018 to September 30, 2023, between the Golden Rain Foundation of Seal Beach and Optum Care, for the use of a portion of Trust Property as identified, per Optum Care proposal dated July 12, 2018, and terms and conditions of the attached agreement, and authorize the President to sign the agreement conditioned upon Optum Care submission of all documents required under the agreement.



3751 Katella Ave • Los Alamitos • CA 90720
ph: 562.598.1311 or 714.826.6400
losalamitosmedctr.com

August 9, 2018

Delivered by Hand

Golden Rain Foundation
Attention: Randy Ankeny, Executive Director and Linda Stone, President
13531 St. Andrews Drive
Seal Beach, California 90740

Re: Leisure World Health Care Center Lease Agreement dated December 28, 1988, as amended April 1, 1992, May 1, 1998, July 22, 2009, and January 6, 2014 by and between Los Alamitos Medical Center, Inc., a California Corporation, doing business as Los Alamitos Medical Center (formerly Tenet HealthSystem Hospitals, Inc., a Delaware Corporation) (hereinafter referred to as "LAMC") and Golden Rain Foundation (the "Lease"); and Leisure World Health Center Management Agreement dated December 28, 1988, as amended February 19, 1991, April 1, 1992, February 1, 1998, December 15, 2007, and April 30, 2015 by and between LAMC and Golden Rain Foundation (the "Agreement")

Dear Mr. Ankeny and Ms. Stone:

In accordance with the terms of the above referenced Lease and Agreement along with recent discussions between the parties, please accept this letter as written notice of mutual agreement to early terminate the Lease and Agreement with the last date of the Lease and Agreement now being September 30, 2018. As of October 1, 2018, no further rights, liabilities, obligations or responsibilities shall hereafter arise or accrue out of the Lease and/or Agreement and the relationship between the contracting parties arising out of the Lease and Agreement shall be canceled and terminated.

If you are in concurrence with this early termination as a representative of Golden Rain Foundation, please sign the acknowledgment statement below.

Sincerely,

Kent Clayton
Chief Executive Officer
Los Alamitos Medical Center

I acknowledge the above referenced Lease and Agreement shall be terminated as written above:

Linda Stone, President



GOLDEN RAIN FOUNDATION LEASE

No. _____

HEALTH CENTER LEASE AGREEMENT

This Health Center Lease Agreement ("Agreement") is made on _____ 2018, between GOLDEN RAIN FOUNDATION ("GRF" or "Landlord"), a California not for profit mutual benefit corporation, and COLLABORATIVE CARE SERVICES, INC. ("OPTUMCARE"), a California corporation, who agrees as follows:

RECITALS

- A. GRF is the Trustee of the premises located at 1661 Golden Rain Road, Seal Beach, California 90740 ("Premises"), sometimes referred to as the "Health Center on Golden Rain Road."
- B. OPTUMCARE wishes to lease the Premises subject to the terms and conditions set forth herein and pursuant to the terms and conditions set forth in the OPTUMCARE Proposal, dated July 12, 2018 ("OPTUMCARE Proposal") attached hereto as Exhibit A and incorporated herein by reference. In the event of any inconsistency between this Agreement and Exhibit A, the terms and conditions of this Agreement shall control.

NOW THEREFORE, in consideration of the foregoing and for valuable consideration the receipt of which is acknowledged by the parties, GRF and OPTUMCARE agree as follows:

1. TERM.

- a. Initial Term: The initial term of this Agreement shall be five (5) years, commencing October 1, 2018 and shall expire September 30, 2023, unless sooner terminated pursuant to the terms of this Agreement.
- b. Renewal Term: Following the expiration of the Initial Term, and unless GRF terminates this Agreement under Section 1(c) below, OPTUMCARE shall have the option to renew the lease for an additional five (5) year term at a pre-agreed to rate of sixty thousand (\$60,000) per month. To invoke the option for the Renewal Term, OPTUMCARE shall notify GRF of its intent to extend the Agreement, in writing, pursuant to the notice provisions contained in Section 15 below, at least 180 days prior to the expiration of the Initial Term. Additional Renewal Terms may be only affected by the written agreement of both parties.

GOLDEN RAIN FOUNDATION LEASE

No. _____

- c. Termination: This Agreement may be terminated by either party by providing written notice of intent to terminate to the other party, at least 180 days prior to the expiration of the Initial Term or any Renewal Term, pursuant to the notice provisions contained in Section 15 below. If a party gives a notice under this section 1 (c), then this Agreement will terminate on the least day of the then-current term.
2. ACCEPTANCE OF PREMISES. OPTUMCARE has examined the Premises, acknowledges that the Premises are in good condition and repair, and fully accepts the Premises in its present condition.
3. RENT.
 - a. Monthly Rent: For the period of the Initial Term, OPTUMCARE shall pay to GRF a monthly rental payment in the amount of \$55,000, by the first of each month, during the term of this Agreement.
 - b. Renewal Term Rent: In the event this Agreement is extended for a Renewal Term, OPTUMCARE shall pay to GRF a minimum rental of \$60,000, per month payable in equal installments payable on or before the first each month and is subject to late fees of ten percent (10%) of the balance due as additional rent if not paid within ten (10) days after the due date.
 - c. GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.
 - d. Payments: Rent payments shall be sent to GRF at the following address:

Golden Rain Foundation
Attn: Cashier
PO Box 2069
Seal Beach, CA 90740
4. USE. The Premises shall be used for the purpose of providing medical services for the benefit of and restricted to GRF members, qualified GRF member occupants, any persons designated under Civil Code Section 51.3 as a "qualified permanent resident," all lawful residents of Seal Beach Leisure World, GRF member applicants, employees, limited number of age restricted past GRF members and/or non-members (as mutually agreed to by both parties) and the dependents and visitors of GRF members requiring emergency treatment (hereinafter "Eligible Patients").

GOLDEN RAIN FOUNDATION LEASE

No. _____

- a. Required Services: OPTUMCARE agrees to provide general management and administrative services for the maintenance and creation of a medical treatment facility for the Eligible Patients and said services shall all be provided at standards not less than the current levels presently maintained in the operation of a health center and which have been maintained historically at the Premises. OPTUMCARE acknowledges that the standard of medical care provided to the Eligible Patients is of primary importance to GRF with respect to this Agreement. OPTUMCARE agrees that the standard of medical care shall be consistent with community standards for health care practitioners in the Orange County, California community. At all times while this Agreement is in effect, OPTUMCARE acknowledges and agrees that the following services shall be made available to the Eligible Patients within the Premises:
- i. Medical health center and services;
 - ii. Health education;
 - iii. Optical service;
 - iv. Transportation system to/from OPTUMCARE;
 - v. Insurance claims services as to all forms of health insurance;
 - vi. Pharmacy services;
 - vii. Home health care, including visiting nurses;
 - viii. Laboratory;
 - ix. Physical Therapy; and
 - x. Expansion and/or deletion services through the mutual agreement of OPTUMCARE and GRF.
- b. Compliance with Law: OPTUMCARE shall not permit the Premises to be used for an unlawful activity and any personnel of OPTUMCARE that conflicts with any GRF policies pertaining to the Premises.
- c. Prohibition Against Nuisance. OPTUMCARE shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises. OPTUMCARE shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of nearby property, or in any manner that violates the law.
5. INDEPENDENT CONTRACTOR. OPTUMCARE shall operate as an independent contractor, maintaining its own corporation as a distinct and separate entity from GRF. OPTUMCARE acknowledges and agrees that all acts by OPTUMCARE

GOLDEN RAIN FOUNDATION LEASE

No. _____

are as a fully independent corporation and that it has no ties, obligations and/or working relationship with GRF independent of this Agreement. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of OPTUMCARE or its personnel. Further, OPTUMCARE acknowledges and agrees that its employees, staff and agents shall have no authority to enter into contracts on behalf of GRF or to create obligation on the part of GRF.

6. MAINTENANCE. OPTUMCARE shall be responsible, at its own cost and expense, for all maintenance, cleaning, repair and upkeep of the Premises. OPTUMCARE's maintenance obligations include the following:
 - a. OPTUMCARE shall be liable for any damage to the Premises resulting from the acts or omissions including but not limited to; OPTUMCARE, its employees, service providers, contractors, staff and/or Eligible Patients.
 - b. If OPTUMCARE proposes a change to the exterior of the Premises or a structural modification to the building, it must first obtain the prior written approval of GRF.
 - c. GRF and OPTUMCARE agree that OPTUMCARE shall make certain improvements to the Premises as part of OPTUMCARE's occupancy of the Premises including, without limitation, replacing the Premises' roof and HVAC systems (collectively, the "Initial Alterations"). GRF hereby consents to OPTUMCARE's performance of the Initial Alterations. OPTUMCARE shall perform the Initial Alterations in a good and worker-like manner, with appropriate contractors and design professionals reasonably selected by OPTUMCARE, at OPTUMCARE's expense and pursuant to schedules reasonably established and, from time to time, adjusted by OPTUMCARE.
7. EQUIPMENT. GRF agrees that all existing, new and/or additional equipment at the health center in the Premises shall remain at all times the property of OPTUMCARE. If this Agreement is terminated, for any reason, OPTUMCARE shall have the right to sell such equipment and GRF shall have the option, but not the obligation, to purchase such equipment at the fair market value.
8. DEATH NOTIFICATION. OPTUMCARE shall make a reasonable effort to notify GRF in writing in the event of a death of one of its Eligible Patients at the Premises. Time is of the essence with respect to this provision.
9. UTILITIES AND SERVICES. OPTUMCARE will pay for all heat, light, power and water necessary for the operation of the Premises. OPTUMCARE shall not be

GOLDEN RAIN FOUNDATION LEASE

No. _____

responsible for any common areas servicing the Premises, such as a parking lot or other area necessary for ingress or egress to the Premises or where the Premises are located.

10. TAXES & ASSESSMENTS. OPTUMCARE shall cause to be paid before delinquency any and all taxes levied or assessed which become payable during the term of this Agreement upon all of OPTUMCARE's equipment, furniture, furnishings and all of OPTUMCARE's improvements and other personal property located at the Premises. Failure to timely pay such taxes shall constitute a breach of the terms of this Agreement.

11. INDEMNITY & INSURANCE.

- a. Indemnity: OPTUMCARE, on behalf of itself and its directors, officers, members, employees, agents, personnel, successors, and assigns, agrees to indemnify, defend with reasonably acceptable counsel and hold harmless GRF and its Board members, directors, officers, agents, managers and employees from claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, and reasonable attorneys' fees to the extent caused by OPTUMCARE under this Agreement.
- b. Insurance: OPTUMCARE, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement, general liability insurance against any and all claims for injuries to persons or damages to property occurring in, upon or about the Premises, as well as for all damages related to medical malpractice or malpractice of any other kind. GRF shall be named as an additional insured on OPTUMCARE's general liability policy or policies and shall provide a certificate of insurance to GRF upon execution of this Agreement. OPTUMCARE's policies, as required herein, shall not be canceled, including without limitation, for nonpayment of premium, or materially amended without thirty (30) days' prior written notice to GRF. Said insurance shall at all times be in an amount of not less than \$50 million with respect to damage to property. OPTUMCARE shall also maintain workers' compensation insurance in statutory form.
- c. Property Insurance; Waiver of Claims/Subrogation. Throughout the Term, OPTUMCARE shall procure and maintain "all-risk" commercial property insurance for the Premises, in the amount of the full replacement value of the Premises, as the value may exist from time to time. GRF and

GOLDEN RAIN FOUNDATION LEASE

No. _____

OPTUMCARE do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by customary and commercially reasonable "all risks" property insurance. The risk to be borne by each party shall also include the satisfaction of any deductible amounts required to be paid under such insurance and each party agrees that the other party shall not be responsible for satisfaction of such deductible. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by "all risks" property insurance of the type required by this Agreement.

12. ASSIGNMENT & SUB-LEASING. OPTUMCARE shall not voluntarily assign or encumber its interest in this Agreement or in the premises, or sublease all or part of the premises, or allow any other person or entity to use all or any part of the premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default of this Agreement. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph. Any dissolution, merger or consolidation of OPTUMCARE shall be deemed an involuntary assignment and shall constitute a default of OPTUMCARE. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of OPTUMCARE. No interest of OPTUMCARE in this Agreement shall be assignable by operation of law. Notwithstanding anything in this section to the contrary, GRF hereby consents to OPTUMCARE executing subleases (and subsequent amendments thereto) with those third parties that are occupying portions of the Premises as of the date hereof.
13. DEFAULT. The occurrence of any of the following shall constitute a default by OPTUMCARE: (a) failure to pay rent when due, (b) abandonment and vacating of the premises for thirty (30) consecutive days, or failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to OPTUMCARE. If a default cannot reasonably be cured within thirty (30) days, OPTUMCARE shall not be in default of this Agreement if OPTUMCARE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- a. Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that OPTUMCARE perform the provisions of this Agreement or surrender the premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless GRF so elects in the Notice.

GOLDEN RAIN FOUNDATION LEASE

No. _____

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

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

14. RIGHT OF ENTRY. GRF and its authorized representatives shall have the right to enter the premises at all reasonable times to determine whether the premises are in good condition and whether OPTUMCARE is complying with its obligations under the Agreement.

15. NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail. Written notices shall be directed to the following addresses:

To GRF: Golden Rain Foundation
 Attn: GRF President
 13531 St. Andrews Drive
 Seal Beach, CA 90740

To Lease Administration-
OPTUMCARE: MN008-W310
 9900 Bren Road East
 Minnetonka, MN 55343
Copy to: Ray Chicoine, President
 11 Technology Drive
 Irvine, CA 92618

GOLDEN RAIN FOUNDATION LEASE

No. _____

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

16. WAIVER. No delay or omission in the exercise of any right or remedy of GRF on any default by OPTUMCARE shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by OPTUMCARE requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by OPTUMCARE. Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.
17. 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.
18. MISCELLANEOUS. This Agreement and all exhibits hereto, including Exhibit A, 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.
19. OPTUMCARE is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPPA") and in order for OPTUMCARE to comply with HIPPA, OPTUMCARE must restrict access to the portions of the Premises where patient medical records are kept or stored. GRF hereby agrees that notwithstanding the rights granted to Landlord, pursuant to this Agreement, except when accompanied by an authorized representative of OPTUMCARE, neither GRF nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by OPTUMCARE as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care

GOLDEN RAIN FOUNDATION LEASE

No. _____

privacy Laws. GRF further agrees to comply with the provisions of HIPAA and all applicable medical privacy Laws in connection with GRF's entry into the Premises and to comply with all OPTUMCARE's policies and procedures with respect to confidentiality of health information in connection with GRF's entry into the Premises.

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

OPTUMCARE

President (*signature*)

Print

Date

GOLDEN RAIN FOUNDATION LEASE

No. _____

Exhibit A
OPTUMCARE Proposal
dated July 12, 2018



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN & REVIEW COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - MURALS INSTALLATION, CLUBHOUSE FOUR
DATE: AUGUST 7, 2018
CC: FILE

At its regularly scheduled meeting on July 25, 2018, the Architectural Design and Review Committee (ADRC), duly moved and approved to recommend to the GRF Board of Directors approval of the installation of the murals in Clubhouse Four (examples attached), for a cost not to exceed \$5,000, Capital Funding, upon review by the Finance Committee for available funds.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this project and unanimously resolved Capital funding is available.

I move to approve the installation of murals, for Clubhouse Four, for a cost not to exceed \$5,000, Capital funding.

EXHIBIT

General Examples.

Note: All Murals will be trimmed with an ADRC selected molding





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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN AND REVIEW COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - ADMINISTRATION/AMPHITHEATER/LW WEEKLY SIGNAGE
DATE: AUGUST 6, 2018
CC: FILE

At its regularly scheduled meeting on July 25, 2018, the Architectural Design and Review Committee duly moved and approved to recommend the GRF Board of Directors approve the installation of building signage, for a cost not to exceed \$10,000, per All American Sign Company quotation dated August 13, 2018, for the following buildings:

- Administration Building – two (2) signs, one (1) on the east end and one (1) on the south side
- Amphitheater – two (2) signs, one (1) at front and one (1) over the Amphitheater stage
- LW Weekly Building – one (1) sign at the front of building

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this Capital project and unanimously resolved funding is available.

I move to approve the installation of new building signage for the Administration Building - two (2) signs, Amphitheater – two (2) signs, and one (1) at the front of the LW Weekly Building, for a cost not to exceed \$10,000, Capital funding, and authorize the President sign the contract.

All American Sign Company, Inc.

5480 Katella Ave., #201
Los Alamitos, CA 90720
562-431-3000

Estimate

Date	Due Date	Estimate #
8/13/2018	7/13/2018	3577

Name / Address
Golden Rain Foundation P.O. Box 3519 Seal Beach, CA 90740 ATTN: ACCOUNTS PAYABLE

Customer E-mail	Customer Phone	Customer Fax
julier@lwsb.com	5.431.6586	7.851.1256

			P.O. No.
			Mark Weaver
Description	Qty	Cost	Total
Foam with Acrylic Face Logo & Text - 1.5" thick - "LW Weekly" & 4" tall address	1	657.50	657.50T
Installation on building wall	1	300.00	300.00
Foam with Brushed Gold Face Logo & Text - 1.5" thick - "Amphitheater"	1	725.00	725.00T
Installation above the stage	1	1,800.00	1,800.00
Foam with Acrylic Face Logo & Text - 1.5" thick - "Amphitheater"	1	975.00	975.00T
Installation on building wall	1	250.00	250.00
Foam with Acrylic Face Logo & Text - 1.5" thick - "Administration" & 4" tall address	1	2,650.00	2,650.00T
Remove old lettering & Re-Installation facing St. Andrews	1	750.00	750.00
Foam with Acrylic Face Logo & Text - 1.5" thick - Administration" & 4" tall address	1	785.00	785.00T
Installation	1	250.00	250.00
Orange County Tax		7.75%	448.92
		Total	\$9,591.42

Customer Signature _____



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN & REVIEW COMMITTEE (MW)
SUBJECT: ST. ANDREWS SOUTH MEDIAN LANDSCAPE
DATE: AUGUST 10, 2018
CC: FILE

At its regularly scheduled meeting on August 1, 2018, the Architectural Design and Review Committee duly moved and approved to recommend to the GRF Board of Directors the approval of an expenditure, not to exceed \$20,000, for planting of Median #2, to be consistent in general design with Median #3, on St. Andrews South.

The proposed request represents the same cost and amount of materials for the 195 linear foot section of Median #2 as used in the 135 linear foot section of Median #3, 30% reduction in expense.

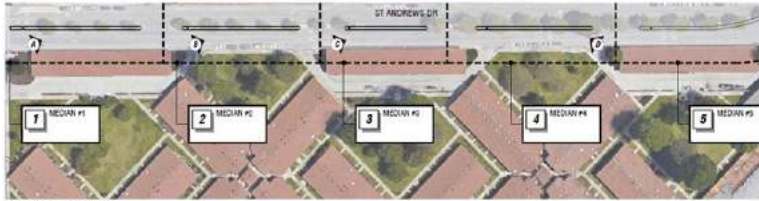
- Median #3, cost per linear foot = \$148.15
- Median #2, cost per linear foot = \$102.56

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

Upon completion, ADRC would evaluate Median #2 to determine is any additional adjustments to the scope of work would be required to complete the landscaping of St. Andrews South, within the established budget.



Median #3 135'



Median #2 195'

I move to approve the planting of Median #2, to be consistent with Median #3, on St. Andrews South, in an amount not to exceed \$20,000, Reserve funding and authorize the President sign any applicable contract.

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 PARADIES- 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 **\$-2,761.00**

TOTAL DUE UPON COMPLETION **\$8,283.00**



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: TREE TRIMMING
DATE: AUGUST 6, 2018
CC: FILE

The Physical Property Department sent out a Request for Proposal (RFP) to six contractors and held a bidders' conference with four bidders attending. At its March 12, 2018 meeting the ADR Committee reviewed sealed bids from the four contractors. The Committee requested information on all contractors and discussed their qualifications over the next few meetings (exhibit A)

At its regularly scheduled meeting on August 1, 2018, the Architectural Design and Review Committee duly moved and approved to recommend to the GRF Board of Directors to award a contract to Peterson Tree Works to maintain the Community Facilities trees, for a period of 2 ½ years, for a total cost not to exceed \$307,090, pending review by the Finance Committee for funding.

Funding for this service is as follows:

2018	\$19,998
2019	\$122,400
2020	\$129,755

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this service, and unanimously resolved funding is available.

I move to to award a contract to Peterson Tree Works, to maintain the Community Facilities tree inventory, for a 2 1/2 year term, 2018-2020, as requested by the Architectural Design and Review Committee, in an amount not to exceed \$307,090, over the term (2018-\$19,998, 2019-\$122,400, and 2020-\$129,755), Operating funding and authorize the President sign the contract.

EXHIBIT A

BIDDER	Revised – ½ Year One	Year Two	Year Three	Revised TOTAL – 2.5 Years	<i>Difference</i>
BrightView Tree Care Services	\$13,022.	\$45,789.	\$37,607.	\$96,418.	\$23,104.
Anguiano Lawn Care	\$27,335.	\$43,870.	\$43,770.	\$114,975.30	\$27,334.70
Peterson's Tree Works	\$54,935.	\$122,400.	\$129,755.	\$307,090.	\$54,445.
Tree Pros	\$19,998.	\$47,995.	\$47,995.	\$115,988.	\$27,997.
Great Scott Tree Service	\$No Bid	\$No Bid	\$No Bid	\$No Bid	\$No Bid
Tree Smith	\$No Bid	\$No Bid	\$No Bid	\$No Bid	\$No Bid



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 JULY FINANCIAL STATEMENTS
DATE: AUGUST 20, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on August 20, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the July 2018 financial statements for audit.

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

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

Financial Recap – July 2018

As of the seven-month period ended July 2018, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$331,584.

Major variances are:

Employment Taxes & Benefits	215,891	Favorable: P/R Taxes \$46K; Workers' Comp \$83K; Group Ins \$71K; 401(k) Match \$17K
Temporary Agency Fees	(118,730)	Temporary help for key positions.
Professional Fees	34,407	Legal expenses less than budget
Facilities Rentals & Maintenance	52,116	Repairs & Maint \$17K; Landscape \$28K; Service Contracts \$7K
Property & Liability Insurance	87,654	Favorable: Actual premiums less than budget; Est. YE variance: \$129K
Other Income	100,000	Permits \$16K; Shipping recov. \$12K; Donations \$17K; Parking fines \$14K
News Advertising Income	(89,737)	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	\$9,538,218	\$2,586,374	\$6,951,844	9

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,808,593	\$469,927	\$1,338,666	11

Total approved unbudgeted operating expenses were \$77,847 as of year-to-date.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	247,944	
1122000	Non-Restricted Funds	8,758	
	Receivables	736,789	
	Prepaid expenses	219,210	
	Inventory of maintenance supplies	540,775	

	Total Current Assets		1,753,476
	Designated deposits		
1211000	Contingency Operating Fund	500,000	
	Reserve Fund	9,538,218	
1212500	Capital Improvement Fund-GRF	1,808,593	
1213000	Liability Deductible & Hazard Fund	204,287	

	Total designated deposits		12,051,098
	Notes Receivable		
1411000	Notes Receivable	21,196	

	Total Notes Receivable		21,196
	Fixed Assets		
	Land, Building, Furniture & Equipment	36,455,667	
	Less: Accumulated Dep'n	(23,501,025)	

	Net Fixed Assets		12,954,642
	Other Assets		-----
	Total Assets		26,780,413
			=====

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	421,363	
	Project Commitments	1,326,586	
	Prepaid Deposits	11,175	
	Accrued payroll & payroll taxes	676,309	
	Accrued expenses	203,793	
	Accrued property taxes	120,690	

	Total Current Liabilites	2,759,916	
	Total Liabilities		2,759,916
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	500,000	
3212000	Reserve Equity	8,400,357	
3394000	Capital Fund Equity	1,619,868	
3310000	Beneficial Interest in Trust	10,571,841	

	Total Mutuals' Beneficial Interest		21,092,066
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	4,852,639	

	Total Paid-in-Capital		6,462,439
Excess Income			
	Current Year	(391,197)	

	Total Excess Income		(391,197)
3920000	Dep'n & Amortization		(3,142,811)
	Net Stockholders' Equity		24,020,497

	Total Liabilities & Stockholders' Equity		26,780,413
			=====

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of July 2018

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 6/30/18	500,000	9,422,269	1,788,098	204,287	14,920	11,929,575
Funded: Assessments		100,000				100,000
Funded: Membership Fees collected	(37)	56,099	56,099			112,198
Funded: M17 Lease Fees collected	-	-	-			-
Funded: Interest on Funds		8,989				8,989
Progress Payments on CIP						-
Expenditures		(49,140)	(35,604)			(84,743)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Donations			-			-
Disbursement to Mutuals						-
Transfers between funds						-
Interest Income Allocation						-
Net Monthly Activity					(6,162)	(6,162)
Balance 7/31/18	500,000	9,538,218	1,808,593	204,287	8,758	12,059,857
Net Activity	-	115,949	20,495	-	(6,162)	130,282

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

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	256,702	262,962	(6,260)
Current Assets	13,804,574	13,646,867	157,707
Current Liabilities	2,759,916	2,613,268	146,648
Current Ratio	5.00	5.22	
Designated Deposits:	12,051,098	11,914,654	136,444
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,346,229	1,372,905	(26,676)	(1.94)
Expense	1,511,015	1,491,647	(19,368)	(1.30)
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	(164,786)	(118,742)	(46,044)	
Year To Date	Actual	Budget	Variance	%
Income	9,554,276	9,474,098	80,178	0.85
Expense	9,333,554	9,584,960	251,406	2.62
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	220,722	(110,862)	331,584	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2018
163.39	162.78	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: LIQUID RESERVE FUNDS
DATE: AUGUST 20, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on August 20, 2018, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limit 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 August as well.

Following a discussion on liquid funds held at First Foundation Bank exceeding the \$250,000 FDIC insurance limit, the Committee approved a recommendation to the GRF Board to approve a transfer of \$1,000,000 in Reserve funds from the First Foundation Bank Business Maximizer account to the Money Market Reserve account at US Bank and to establish an account with US Bancorp for investing funds, in accordance with Policy 5520-31 – Reserves.

To approve a transfer of \$1,000,000, in Reserve funds, from the First Foundation Bank Business Maximizer account to the Money Market Reserve account at US Bank, and to establish an account with US Bancorp for investing funds, in accordance with Policy 5520-31 – Reserves.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

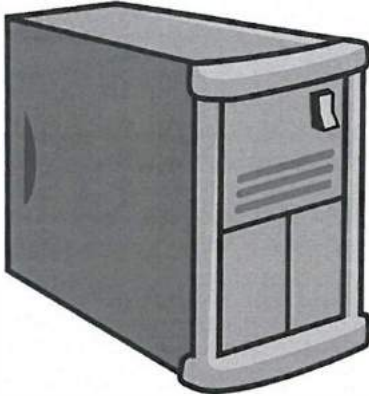

TO: GRF BOARD OF DIRECTORS
FROM: INFORMATION TECHNOLOGY COMMITTEE
SUBJECT: NON-BUDGETED OPERATING FUNDS REQUEST - WORKSTATION & WINDOWS 10 UPGRADES
DATE: AUGUST 20, 2018
CC: FILE

At its regularly scheduled meeting on August 21, 2018, the IT Committee was advised by the IT Systems Analyst that in order to support the Windows 10 upgrades, the workstations would also have to be upgraded.


At its regularly scheduled meeting on August 20, 2018, the Finance Committee (FC) determined that non-budgeted Operating Funding, in an amount not to exceed \$8,750, is available for workstation and Windows 10 upgrades for staff.

I move to recommend the GRF Board of Directors approve the the purchase of 10 workstations, 10 solid state hard drives, and 55 Windows 10 licenses, non-budgeted Operating funding, for Workstation & Windows 10 upgrades, in an amount not to exceed \$8,750.

Workstation Upgrades

Workstation Upgrades	Solid State Upgrades
	
Price: \$450, Link	Price: \$150, Link
<ul style="list-style-type: none"> - Marshall Kerr - Ester Jamora - Cashier - Cindy Flynn - Cindy Tostado - Grant Winford - Cindy Flynn - LeAnn Dillman - Mutual Admin Manager - Liz Lubin 	<ul style="list-style-type: none"> - Diane Schultze - Sora Kim - Fatima Angeles - Kim Ngo - Catherine Dailey - Kheara Aquino - Gina Rojas - Belinda Meacham - Ginni Houck - Alicia Rubio-Villalovos
10 Upgrades \$4500 Total	10 Upgrades \$1500 Total

Windows 10 Upgrades

	<ul style="list-style-type: none"> - Windows 7 EOL in 2020 - No longer supported by Microsoft after EOL - OS typically have a 10yr lifespan
55 licenses @ \$50ea	



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: INFORMATION TECHNOLOGY COMMITTEE (D.F.)
SUBJECT: COPY MACHINE CONTRACT- COPY & SUPPLY CENTER
DATE: AUGUST 28, 2018
CC: FILE

At its regularly scheduled meeting on July 17, 2018, the IT Committee reviewed the proposal to exchange the model 951 copier in the Copy & Supply Center for a newer model, at the same monthly cost of \$1,211.50, and extend the lease to align it with the model 2060 copier.

I move to recommend to the GRF Board of Directors authorize the exchange of the model 951 copier for a newer model and extend the lease to July 2022 to align with the model 2060 copier, at the same monthly cost of \$1,211.50.



KONICA MINOLTA

Golden Rain Foundation

CURRENT SITUATION

Equipment

KM 951 Mono Printer Lease

\$ 60 Month Expires 02/23/19
428.00

Document Feeder

Booklet Finisher

4,000 Sheet High Capacity Paper Feeder

768K RAM Memory

95 Pages per Minute

B/W Single Pass Scanner

7 Year Old Print Technology with over 16 million copies...

Supply and Service Cost:

Cost per Copy-Print:

Cost Actual Copies Overages
0.0073 107000
(Up to 128K/mo)

\$ 784.31

Monthly Current Cost:

\$ 1,212.31

PROPOSED RECOMMENDATION

Equipment

KM 1100 Mono Printer Lease

\$ 60 Month 48 Month
660.00 \$ 730.00

Document Feeder

Booklet Finisher

4,000 Sheet High Capacity Paper Feeder

8 GB RAM Memory- 5 Times Faster!

100 Pages per Minute

Dual Pass Color Scanning

Newest Most Reliable, Productive Technology

Cost Actual Copies Overages
0.0045 107000
(Up to 128K/mo)

\$ 481.50 \$481.50

Monthly Proposed Cost:

\$ 1,141.50 \$ 1,211.50

Monthly Savings:

\$ 70.81 \$ 0.81

* KM 2060 Color Printer expires July 31, 2022- 4 Years Remaining

** Pricing includes Payoff of Remaining Lease Balance.

*** Pricing Subject to Final KM Management Approval.

Thank you for considering Konica Minolta!



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTIES COMMITTEE (MW)
SUBJECT: JIM'S GATE MODIFICATIONS, CAPITAL FUNDING
DATE: AUGUST 10, 2018
CC: FILE

At its regularly scheduled meeting on August 1, 2018, the Physical Properties Committee duly moved and approved to recommend to the GRF Board of Directors, the approval of an expenditure not to exceed \$20,000, for modifications to Trust property identified as Jim's Gate including but not limited to:

- Demolition as needed
- Installation of a new ramp and hand rails
- Required modifications to the gate
- Concrete walkway, St Andrews

Proposal MJ Jurado	\$16,500
Estimate for Gate Opener	\$3,000
Contingency	\$500
Total	\$20,000

As a major portion of the project was located on Mutual One property, the Mutual Board, at its July 26, 2018 meeting, approved up to \$10,000 for the proposed project (Attached).

At its regular meeting on August 20, 2018, the Finance Committee approved the allocation of \$10,000 of capital funds for the project.

I move to approve the proposed Jim's Gate improvements and authorize the President to sign all applicable agreements, at a cost not to exceed \$20,000, project funding \$10,000 GRF Capital Funds, \$10,000 Mutual One, upon project completion, GRF to invoice Mutual One for 50% of the project cost.

Following a discussion, and upon a MOTION duly made by Singer and seconded by Director Barreras, it was

RESOLVED, To approve to rescind the resolution dated on May 24, 2018, *RESOLVED, To send the GRF letter regarding the Jim's Gate Project to the Mutual One attorney.*

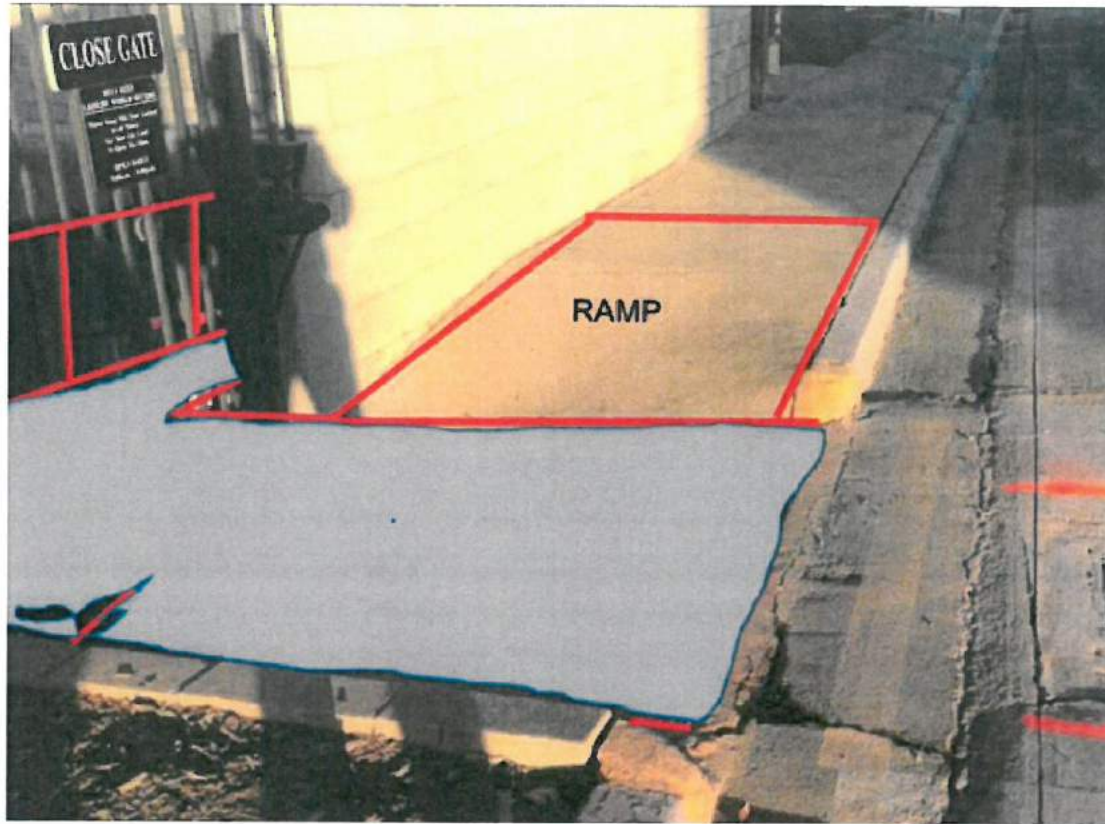
The MOTION passed with one "no" vote (Schweitzer).

Following a discussion, and upon a MOTION duly made by President Luther-Stark and seconded by Director Barreras, it was

RESOLVED, To approve that Mutual One approve the ramp and rail repairs to Jim's gate, on the Mutual Side, at a cost not to exceed \$10,000, and authorize the President to sign the necessary documentation.

The MOTION passed with one "no" vote (Schweitzer).

JIM'S GATE



Proposed compliant ramp and railing



Existing condition



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

Lic.# 987670

Proposal

Date	Estimate #
1/8/2018	17-0313

ATTN

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

Project			
ADA Ramp & Ped Gate ST Andrews			
Description	Qty	Rate	Total
South Side Pedestrian Access Gate Located at St. Andrews to Shopping Center. Existing Ramp & Gate Not In ADA Compliance. Construct ADA Ramp, hand rail & Modify Gate with Gate Opener. Card Reader Provided By GRF.	1	22,000.00	22,000.00
GRF Portion Total \$ 5500.00 (Remove)			
Mutual 1 Portion \$ 16,500.00			
<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			\$22,000.00
(Remove)			- \$5,500.00
			\$16,500.00

Approved By: _____

Date: _____

EXHIBIT A

Schlick Services, Inc.

P.O.Box 6829

Santa Ana, CA 92706

714-541-6292

Fax 714-541-6293

Revised Estimate

Date	Estimate #
6/26/2018	002762

Leisure World, Seal Beach
Golden Rain Foundation
P.O. Box 3519
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	PAGE #	Gate Code	Key #	KS/KS
	Mark W./George	562-431-5316				
DESCRIPTION						TOTAL
<p>JOB LOCATION: Club house and Common Area street lights</p> <p>RE: Retro (21) "ROADWAY" parking and or street lights to LED "COBRA HEAD" Style fixtures.</p> <p>UPGRADE (21) AREA LIGHTS, TO INCLUDE</p> <ol style="list-style-type: none"> 1) Fixtures and necessary mounting hardware 2) Disposal of existing fixtures 3) Photo cell * as required 4) Boom lift equipment 5) All necessary labor & materials 6) Clean up as necessary <p>COSTS</p> <p>21 Cobra head , 4000 k LED 150 watt fixtures (unit cost \$504.19 each)</p> <p>Labor - \$85.00 per unit</p> <p>Boom lift rental</p> <p>ENERGY SAVINGS</p> <p>A savings of more than 55%, existing fixtures 250 watts v.s. new CREED LED "proposed" 150 watts fixtures</p> <p>NOTE: 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 material basis.</p>						<p>10,587.99</p> <p>1,785.00</p> <p>1,342.50</p> <p>0.00</p>
<p>Authorized Signature _____ Date ____/____/____</p>				Total		

Terms and conditions of acceptance: Please check proposal carefully. This document, when signed, becomes a binding contract.
Proposal void after 60 days. Terms of payment: 30 days unless otherwise stipulated on this form.
Liability is limited to the amount stated on the approved contract.
Contractor's License #BC-10 HIC 753-406

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

Revised Estimate

Date	Estimate #
6/26/2018	002762

Leisure World, Seal Beach
Golden Rain Foundation
P.O. Box 3519
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	PAGE #	Gate Code	Key #	KS/KS
	Mark W./George	562-431-5316				
DESCRIPTION						TOTAL
** Exclusions : Drawings, Engineering, Permits, and or Other Related Fees.						13,715.49
Authorized Signature _____ Date ____/____/____						Total \$13,715.49

Terms and conditions of acceptance: Please check proposal carefully. This document, when signed, becomes a binding contract.
Proposal void after 60 days. Terms of payment: 30 days unless otherwise stipulated on this form.
Liability is limited to the amount stated on the approved contract.
Contractor's License #BC-10 HIC 753-406
Page 2

Schlick Services, Inc.

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

Estimate

Date	Estimate #
7/30/2018	002825

Leisure World, Seal Beach
Golden Rain Foundation
P.O. Box 3519
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	Page #	Gate...	Key #	KS/KS
	Mark W.	562-431-5316				
DESCRIPTION					Total	
<p>SITE LOCATION: Amphitheater</p> <p>RE: Upgrade (24) Light fixture to the GO61918 Spec. Sheet.</p> <p>PART ONE: Fixture package Purchase ship and receive (24) fixture package</p> <p>MATERIAL COST</p> <p>PART TWO: Replacement Removal and replace (24) fixtures , tie into existing electrical supplied services ** NOTE all new fixtures are rated multi tap 120 volt to 277 volt</p> <p>LABOR COST</p> <p>PART THREE: Clean - up and disposal Remove and dispose of all original unnecessary hardware and fixtures ** COST INCLUDED</p> <p>** THIS PROPOSAL EXCLUDES CITY OF SEAL BEACH PERMITS AND FEES.</p> <p>NOTE: 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 material basis.</p>					5,178.00	
					1,500.00	
					0.00	
<p>Terms and conditions of acceptance: This document becomes a binding contract. Proposal void after 60 days. Terms of payment: 30 days unless otherwise stipulated on this form. Liability is limited to the amount stated on the approved contract. Interest of 1.5% per month after 30 days. Contractor's License #BC-10 HIC 753-406</p>						
Authorized Signature _____ Date ____/____/____				Total	\$6,678.00	

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
Infrastructure						
201	Asphalt (Parking Lot) - Resurface	Approx 297,000 GSF	30	7	\$770,000	\$810,000
201	Asphalt (Phase 1) - Resurface	Approx 138,000 GSF	25	23	\$527,000	\$588,000
201	Asphalt (Phase 2) - Resurface	Approx 139,800 GSF	25	24	\$655,000	\$715,000
201	Asphalt (Phase 3) - Resurface	Approx 237,000 GSF	25	0	\$907,000	\$967,000
201	Asphalt (Phase 4) - Resurface	Approx 264,000 GSF	25	2	\$1,013,000	\$1,073,000
201	Asphalt (Phase 5) - Resurface	Approx 417,400 GSF	25	3	\$1,619,000	\$1,679,000
202	Asphalt (Parking Lot) - Repair/Seal	Approx 297,000 GSF	4	2	\$34,000	\$45,000
202	Asphalt (Phase 1) - Repair/Seal	Approx 138,000 GSF	5	2	\$47,000	\$57,000
202	Asphalt (Phase 2) - Repair/Seal	20% of 2,000,000 GSF	5	1	\$47,000	\$57,000
202	Asphalt (Phase 3) - Repair/Seal	20% of 2,000,000 GSF	5	0	\$47,000	\$57,000
202	Asphalt (Phase 4) - Repair/Seal	20% of 2,000,000 GSF	5	0	\$47,000	\$57,000
202	Asphalt (Phase 5) - Repair/Seal	20% of 2,000,000 GSF	5	3	\$47,000	\$57,000
360	Crosswalk Lights - Replace	(1) Provision	20	17	\$79,000	\$89,000
360	Traffic Light Poles - Replace	(4) Signals	30	29	\$31,000	\$41,000
361	Large Pole Lights - Replace	(55) Fixtures	25	14	\$51,000	\$62,000
367	Marquee - Replace	(1) Lighted Board	20	2	\$94,000	\$110,000
380	Shuffleboard Court Lights - Replace	(21) Fixtures	25	9	\$17,000	\$23,000
385	Security Bldg. "Leisure World" Sign	(1) Allowance	20	2	\$18,000	\$24,000
505	Pedestrian Gates - Replace	(2) Gates	25	24	\$24,000	\$34,000
518	Chain Link Fence - Replace	8' Approx 3,000 LF	40	7	\$56,000	\$67,000
560	St Andrews Vehicle Gate - Replace	(2) Gates	25	10	\$8,000	\$12,000
706	Barrier Arm Operator - Replace	(2) Operators	10	2	\$5,800	\$6,900
708	Gate Operators - Replace	(1) Swing Gate	10	0	\$2,700	\$3,700
709	Electrical Generator - Replace	(2) Generators	20	2	\$4,800	\$5,800
968	Gate Server Equipment - Replace	(2) Servers	5	3	\$2,900	\$4,000
1003	Irrigation Controllers - Replace	(13) 12-Station Rainbird	5	2	\$42,000	\$62,000
1020	Tree Removal & Replacement	Numerous Trees	10	2	\$240,000	\$280,000
1113	Metal Surfaces - Repaint	Approx 2,000 GSF	5	3	\$2,800	\$3,800
1118	Parking Spaces - Restripe	(630) Spaces	3	1	\$7,300	\$8,400
1118	Red Curbs - Repaint	Approx 18,000 LF	3	1	\$18,000	\$25,000
1702	Waterscape Shoreline - Clean/Repair	(1) Project	0	0	\$120,000	\$140,000
1906	Radar Trailer - Replace	(1) Trailer	10	7	\$7,700	\$9,800
Miscellaneous Components						
1022	Main Gate Beautification - Project	(1) Provision	25	24	\$200,000	\$260,000
1061	Globe Motor - Replace	(1)	15	13	\$2,600	\$3,600
1062	Globe Surfaces - Repaint	(1) Large Globe	10	8	\$47,000	\$57,000
1402	Monument Signs - Refurbish	(1) Allowance	10	9	\$21,000	\$31,000
1405	Street Signs - Replace	(675) Signs	40	30	\$15,000	\$19,000
1415	Veterans Memorial - Refurbish	(1) Allowance	30	12	\$88,000	\$99,000
1880	RV Lot Office Trailer - Replace	(1) Pre-fab	30	29	\$15,000	\$21,000
Fleet Maintenance						
305	Portable Maint. Equipent	(1) Provision	30	12	\$26,000	\$36,000
319	Overhead Lights on Vehicles	(4) Bars	10	6	\$3,600	\$4,700
1900	Cushmans - Replace	5/yr for 7 years	0	6	\$73,000	\$83,000
1902	Forklift - Replace	(1) Forklift	20	12	\$25,000	\$35,000
1902	Front Loader/Backhoe - Replace	(1)	25	22	\$31,000	\$42,000
1902	Tractors - Replace	(2)	30	7	\$47,000	\$57,000

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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: CAPITAL FUNDING REQUEST - MUTUAL ADMINISTRATION OFFICE
RENOVATION
DATE: AUGUST 6, 2018
CC: FILE

The Physical Property Department was tasked with obtaining the cost to reorganize the Mutual Administration work area, per the diagram (Exhibit A). The Service Maintenance department estimates approximately 120 hours are needed for this task and \$600 for material to move walls, electrical and HVAC (Exhibit B).

The cost of the work stations, by Talimar systems, is \$9,979.78, reusing some of the existing work station equipment as seen with a credit in their quote (Exhibit C). It is recommended to add contingencies of \$1,000.

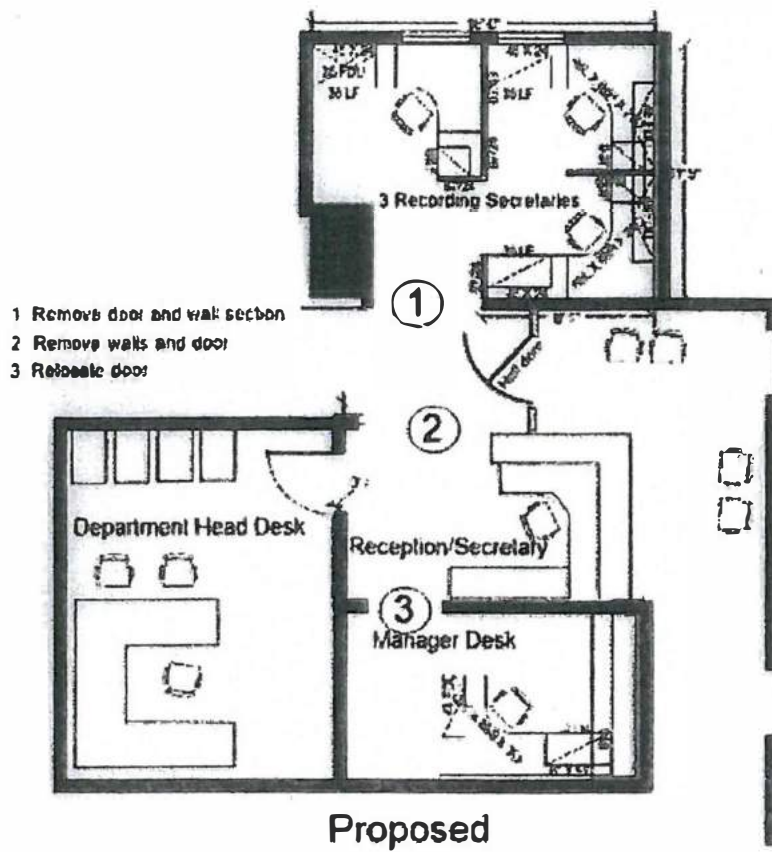
Service Maintenance	\$600
Talimar	\$9,979
Contingency	\$1,000

At its regularly scheduled meeting on August 1, 2018, the Physical Property Committee unanimously moved to recommend the GRF Board approve this project, pending Finance Committee review.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this Capital project, and unanimously resolved funding is available.

I move to approve the reconfiguration of the Mutual Administration area, per the proposed plan (Exhibit A), for a cost not to exceed a total of \$11,579, Capital funding, and authorize the President sign any applicable contract.

EXHIBIT A



GRF Service Maintenance Department Approximate Labor & Materials Cost

Date: 06-19-18

To: Mark Weaver, Facilities Director

From: Ruben G. Gonzalez, Facilities Manager

Subject: ESTIMATE

Location: Administration, Second Floor

Itemized List for Labor and Material(s)

Disclaimer; Please note this is an ESTIMATE only any unforeseen items may increase the total cost of the job.

Demo (2) walls, re-frame walls as needed, build and install new gate, repair ceiling and carpet, relocate electrical outlets, run new data cables, paint as needed.

Labor: 120 hours.

Material: \$600.00

This information applies only to the job described above, is valid for thirty (30) days and does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun.

If you would like the above work to be performed by the Service Maintenance Department, please complete the information below and return this form to the Service Maintenance Department. Valid for thirty (30) days only

Please make arrangements to perform the above work.

My anticipated completion date is: _____
(You will be notified of the starting date)

Notes: _____

Print Name: _____

Signature: _____

Telephone Number: _____

Mutual Number: _____
(If applicable)

cc: Supervisor
Department Manager
Executive Director (as needed)



3105 WEST ALPINE
SANTA ANA, CA 92704
(714) 557-4884

GOLDEN RAIN FOUNDATION
1280 GOLDEN RAIN RD.
SEAL BEACH, CA 90740

CONTACT: MARK WEAVER
PHONE: (562) 431-6586
FAX:
E-MAIL: MARKW@LWSB.COM

GOLDEN RAIN - 2ND FLR ADMIN WORKSTATIONS - 07/24/2018

QUANTITY	PRODUCT DESCRIPTION	UNIT NET	EXTENDED NET
	SYSTEMS FURNITURE WORKSTATIONS PER PLAN		
6	L & U-SHAPED DESK WORKSTATION SETUPS PER PLAN INCLUDING 39"/67" HIGH PARTITIONS, BOX/BOX/FILE STORAGE PEDESTALS 30" & 36" WIDE 2-DRAWER LATERAL FILES, LOCKABLE OVERHEAD HUTCHES, TACKBOARDS AND ALL REQUIRED SUPPORTS & HARDWARE ASSEMBLY & INSTALLATION INCLUDED IN PRICE FABRICS & FINISHES: TO MATCH PREVIOUS INSTALLATIONS	\$ 1,820.33	\$ 10,921.98
1	CREDIT/REUSE OF EXISTING ADMIN AREA WORKSTATION PRODUCT	\$ (1,935.00)	\$ (1,935.00)
		Total extended net price:	\$ 8,986.98
		Complete Freight & Delivery:	\$ 750.00
		Additional Discounting Provided:	\$ (475.00)
		Tax: 7.75%	\$ 717.80
		TOTAL:	\$ 9,979.78

50% deposit required on all orders. All orders final.

Authorized by: _____ Date: _____
signature



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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST - SEWER PUMP LIFT STATION AT CLUBHOUSE TWO
DATE: AUGUST 20, 2018
CC: FILE

The sewer pump lift station at Clubhouse Two experienced a failure of the electrical supply and components. The line supplying power to the lift station needed to be temporarily replaced until approval from Southern California Edison (SCE) for component replacement was granted. Schlick Services installed the temporary power to the equipment the day of failure and requested the information from SCE. The cost to install a new meter pedestal and replace the conduit and wire is \$13,880, per the attached estimate #2818, from Schlick Services. Staff recommends including a contingency of \$1,500, for a cost not to exceed \$15,380.

The Physical Property Committee unanimously moved to forward this request to the GRF Board for approval, pending Finance Committee review.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available Reserve funding for this project, and unanimously resolved funding is available.

I move to award a contract to Schlick Services, to install a new meter pedestal and replace the conduit and wire at the lift station at Clubhouse Two, for a cost not to exceed \$15,380, Reserve funding, and authorize the President sign the contract.

Schlick Services, Inc.

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

Estimate

Date	Estimate #
6/27/2018	002818

Leisure World, Seal Beach
Golden Rain Foundation
P.O. Box 3519
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	Page #	Gate...	Key #	KS/KS
	Mark W.	562-431-5316				
DESCRIPTION						Total
SITE LOCATION: Club House 2						
RE: Installation of new electrical service to "Sump Pumping Station"						
SCOPE OF WORK						
A) Have SCE spot location for new meter pedestal						
B) Contract with a Subcontract to trench in a new 2" PVC conduit across parking lot						
C) Purchase and install a new 120/240 3PH meter pedestal						
D) Replace pump station 60 amp disconnect						
E) Pull in new wires and reenergize pump station control board						
F) Clean - up job site						
EXCLUSIONS						
1) Underground utilities not marked by 811 "Dig Alert"						
2) Traffic plates						
INCLUSIONS						
1) Seal Beach City permit						
COST						
SUBCONTRACTOR - to access conduit install and restore pavement						7,950.00
SCHLICK SERVICES - Labor & Materials						5,930.00
Terms and conditions of acceptance: This document becomes a binding contract. Proposal void after 60 days. Terms of payment: 30 days unless otherwise stipulated on this form. Liability is limited to the amount stated on the approved contract. Interest of 1.5% per month after 30 days. Contractor's License #BC-10 HIC 753-406						
Authorized Signature _____ Date ____/____/____					Total	

Schlick Services, Inc.

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

Estimate

Date	Estimate #
6/27/2018	002818

Leisure World, Seal Beach
Golden Rain Foundation
P.O. Box 3519
SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	Page #	Gate...	Key #	KS/KS
	Mark W.	562-431-5316				
DESCRIPTION					Total	
NOTE: 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 material basis.					0.00	
Terms and conditions of acceptance: This document becomes a binding contract. Proposal void after 60 days. Terms of payment: 30 days unless otherwise stipulated on this form. Liability is limited to the amount stated on the approved contract. Interest of 1.5% per month after 30 days. Contractor's License #BC-10 HIC 753-406						
Authorized Signature _____ Date ____/____/____				Total	\$13,880.00	

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: NON-BUDGETED OPERATING FUNDING REQUEST -
CLUBHOUSE FOUR, LONG TABLE REPLACEMENT
DATE: AUGUST 7, 2018
CC: FILE

Many of the long tables at Clubhouse Four are in poor condition and in need of replacement. At this time, the Recreation Department is requesting the replacement of 60 long tables.

Quotes have been solicited from three companies to purchase 60 long tables with the new lightweight tables used in most of the Clubhouses.

- | | |
|-------------------------------|------------|
| 1. SchoolOutlet.com | \$6,233.32 |
| 2. Kay-Twelve | \$6,337.40 |
| 3. Foldingchairsandtables.com | \$7,397.03 |

The above quotes include sales tax and shipping charges, with the lowest quote coming from SchoolOutlet.com, in the amount of \$6,233.32. No funds are available for this purchase at this time.

On August 7, 2018 the Recreation Committee approve the purchase of 60 new long tables from SchoolOutlet.com, in the amount of \$6,233.32, and to request the Finance Committee review the budget for funds to make the purchase was requested.

At its August 20, 2018 meeting, the Finance Committee approved non-budgeted operating funds (Cost Center 54), in the amount of \$6,233.32, for the purchase of 60 new long tables from SchoolOutlet.com.

I move to approve non-budgeted operating funds (Cost Center 54) for the purchase of 60 long tables, from SchoolOut.com, in the amount of \$6,233.32, and to authorize the Executive Director to initiate the purchase.



SchoolOutlet.com

PO Box 4470
Stateline
NV
United States 89449

Quote

Valid Till: 09/25/2018
Quote Number : 180727H
Session ID :

BILL TO:



SHIP TO:

CA

90740

Account Name: Volusion
Contact Name: Terry De Leon

Quote Stage: Negotiation

S.No.	Image	Product Details	Qty	Your Price	Total
1.		NPS Lightweight Plastic Top Folding Table - 30"W x NPS-BT3096	60	\$ 89.00	\$ 5,340.00
2.		Shipping & Handling SHIPPING	1	\$ 405.00	\$ 405.00

Sub Total \$ 5,745.00
Discount \$ 0.00
Tax \$ 488.32
Adjustment \$ 0.00
Grand Total \$ 6,233.32

Terms and Conditions



Kay-Twelve LLC
1491 Polaris Parkway, Suite #301
Columbus, Ohio 43240
Tel: (888) 624-5451 Fax: (614) 423-6750

QUOTATION
Leisure World-18KMT-MP-05957

Quote Number: MP-05957
Date: 7/27/2018
Valid Until: 8/27/2018
Rep: Keirsten Todoran
ktodoran@kay-twelve.com
888-624-5451 x33

Terry
Leisure World Seal Beach
2601 Westminster Blvd
Seal Beach, CA 90740
562-431-6586 x350
terryd@lwsb.com

Line #	Qty	Description	Sell	Ext Sell
1	60	NPS BT-3096 Blow Molded Rectangle Folding Table 30 x 96	\$93.25	\$5,595.00
2	1	NPS Shipping Dock to Dock Delivery	\$310.00	\$310.00
Sub-total:				\$5,905.00
			Total:	\$5,905.00

Approved By: _____
Name

Title

Date: _____

Purchase Order #: _____

Send Orders to:
Kay-Twelve LLC
1491 Polaris Parkway, Suite #301
Columbus, Ohio 43240
Phone (888) 624-5451 Fax (614) 423-6750
orders@kay-twelve.com

We accept Credit Cards, Checks, & Purchase Orders

Make Checks Payable To:
Creative Play Stores LLC

PO Box 3355
Knoxville, TN37927

Toll-Free: 888-858-7529 Fax: 866-792-9512

Local/Outside US: 865-675-7529

FEIN: 47-0983395 | DUNS #: 147607568 | Cage Code: 3D1H3

FOLDINGCHAIRSANDTABLES.com

Valid Till:
Quote Number: Q1801436

Need help? Call: 888-858-7529 (Mon-Fri, 9AM-5PM EST) or Email: Sales@FoldingChairsandTables.com

BILL TO:

Golden Rain Foundation
Terry Deleon
PO BOX 2069
Seal Beach, California 90740
United States

SHIP TO:

Golden Rain Foundation
Terry Deleon
2601 WESTMINSTER AVE
Seal Beach, California 90740
United States
Cust. Phone: 562 472 1307
Cust. Email: terryd@lwsb.com

Item	Product Details	Qty	List Price	Total
NP-BT-3096	Body Builder 30"W x 96"L (8 ft) Plastic Folding Table By National Public Seating, Model BT-3096 NP-BT-3096	60	\$114.95	\$6,897.00
	Free Shipping - Truck Freight	1	\$0.00	\$0.00
	Est. 3-7 Day Transit - Shipping is free to dock or curbside. Customer must be present to receive delivery. Additional services such as lift-gate or inside delivery will be billed as an additional charge.			
			Sub Total:	\$6,897.00
			Discounts:	\$0.00
			Tax:	\$500.03
			Shipping:	\$0.00
			Grand Total:	\$7,397.03

Terms and Conditions

Quotation is valid for Thirty (30) days.

Most in stock items ship within 1-2 working days after order.

Unless otherwise noted terms are Prepaid prior to shipment.

Orders can be placed using credit card, check, wire transfer, financing, or purchase order (approved accounts only).





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE (VM)
SUBJECT: LIBRARY SHELVING
DATE: AUGUST 10, 2018
CC: FILE

At its regularly scheduled meeting on July 3, 2018, the Recreation Committee (RC) unanimously agreed to request the Finance Committee review available Capital funding for the purchase of new shelving for the Library. The Library has received a quote from Yamada Enterprises, in the amount of \$15,176.13; as this is a specialty product, no other competitive proposals are available.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this Capital project, and unanimously resolved funding is available.

I move to purchase new shelving for the Library, in the amount of \$15,176.13, Capital funding and authorize the President to sign the contract.



16552 Burke Lane, Huntington Beach, CA 92647-4538
(714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Vanessa Morris
Golden Rain Foundation
Leisure World Library

Date: 8/9/2018
Job Location: Seal Beach, CA
Est. Lead Time: 10 weeks
Freight: Included
F.O.B.: Destination
Terms: 100% w/PO

ITEM	QTY.	TYPE	DESCRIPTION	UNIT PRICE	EXTENSION
			Estey Steel Library Bookstacks		
			FictionArea:		
1.	5	A	84"H x 30"/24"W x 20-1/2"D Double face unit with (2) 9"D flat base shelves and (12) 9"D flat adjustable shelves. Includes seismic frames and gussets.		
			Plastic Laminate End Panels		
2.	2	EP-1	21"D x 84-1/4"H x 1" Thick double face end panel.		
			AudiolArea:		
3	2	B	60-1/4"L x 20-1/2"D mobile cart with (2) 54"H x 30"W frames, (4) 8"D multi-purpose base shelves and (16) 8"D multi-purpose adjustable display shelves.		
4	2	C	78"H x 36"W x 24-1/2"D Double face unit with (2) 10"D multi-purpose base shelves and (12) 8"D multi-purpose adjustable display shelves. Includes seismic frames and gussets.		
5	1	EXISTING	Disassemble (1) 84"H x 36"W x 33"D double face unit with (2) 7"D display base shelves and (12) 7"D display adjustable shelves, relocate to Ballet and Operah Area and re-install.		
			Plastic Laminate End Panels and Canopy Tops		
6.	4	EP-2	21"D x 59-1/2"H x 1" Thick double face end panel.		
7.	2	EP-3	25"D x 78-1/4"H x 1" Thick double face end panel.		
8.	2	EP-4	32"D x 84-1/4"H x 1" Thick double face end panel.		
9.	2	CT-1	60-3/8"L x 21"D x 1-1/4" Thick double face canopy top.		

NOTES:

Steel color in Fiction Area is Oyster in Audio Area is Putty.

Kickplate is Black.

Plastic laminate end panels in Fiction Area is Nevamar "Golden Ash" in Audio is Wilsonart "Wild Cherry".

Price includes standard anchoring 3/8"dia. x 2-5/16" embedment HILTI KB TZ anchors.

Price includes seismic calculations to be performed by structural engineer.

Material weight: 3,100 lbs

Freight to installers warehouse.

Installation to be performed by factory trained installers during regular business hours and the area is free and clear to receive and install material.

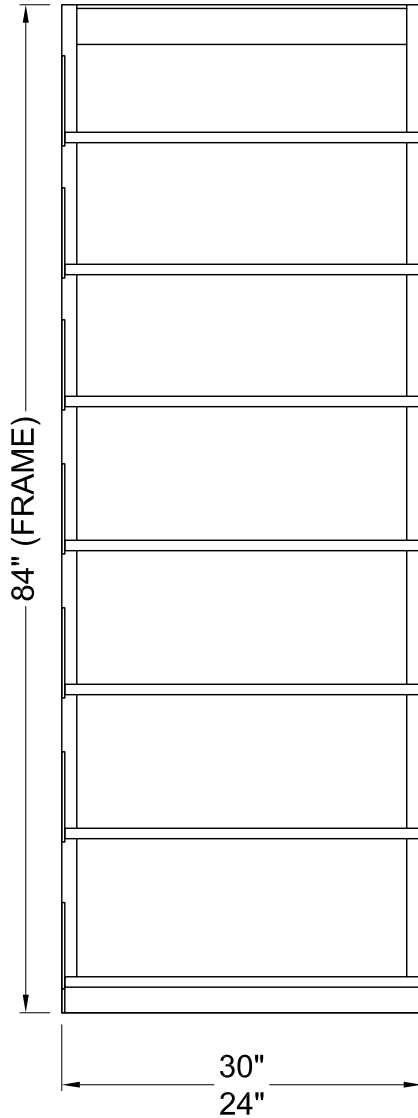
			COST OF MATERIAL		\$ 10,699.89
			SALES TAX	7.750%	\$ 829.24
			FREIGHT		\$ 1,047.00
			CALCULATIONS		\$ 1,200.00
			INSTALLATION		\$ 1,400.00
			TOTAL		\$ 15,176.13

1. This quotation is subject to change unless accepted within 60 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.

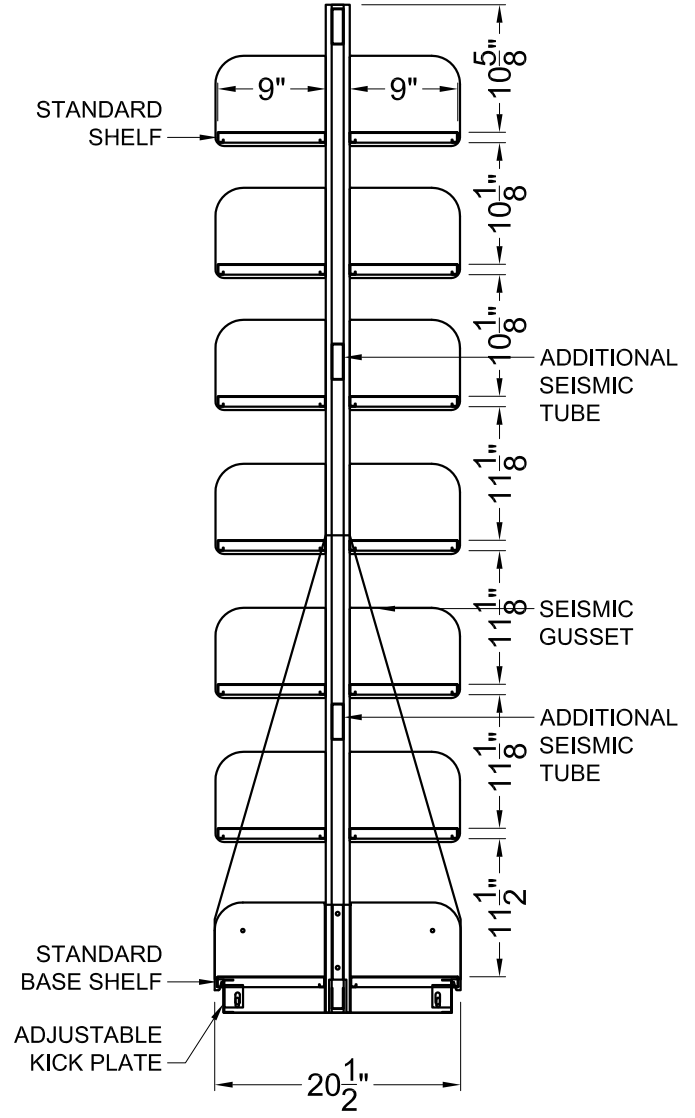
Octavio Trejo

Octavio Trejo

octavio@yamadaenterprises.com



- FRONT VIEW -



- SECTION VIEW -

QTY: 4 (30"W)

QTY: 1 (24"W)

PROJECT:

LEISURE WORLD LIBRARY

DESCRIPTION:

BOOKSTACK TYPE: A

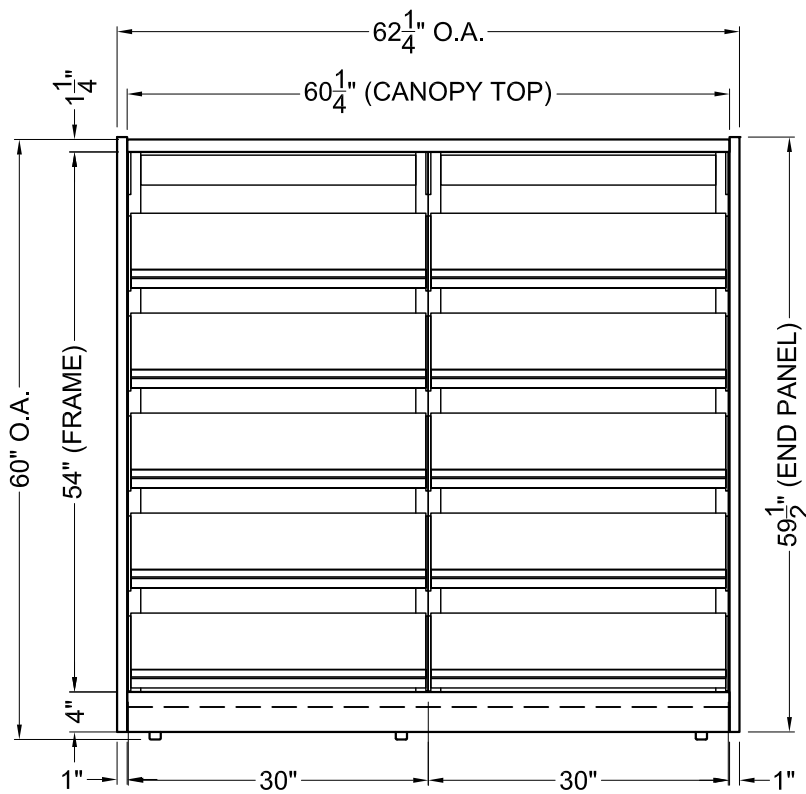


YAMADA

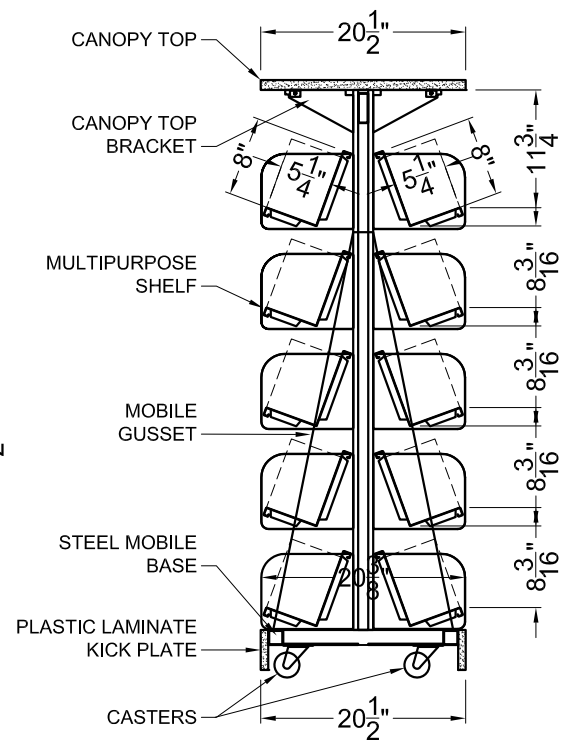
ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		O.TREJO
DATE:		08-09-18
SCALE:		3/4" = 1'-0"
SHEET:		A



- FRONT VIEW -



- SECTION VIEW -

QTY: 4 (30"W)

PROJECT:

LEISURE WORLD LIBRARY

DESCRIPTION:

BOOKSTACK TYPE: B

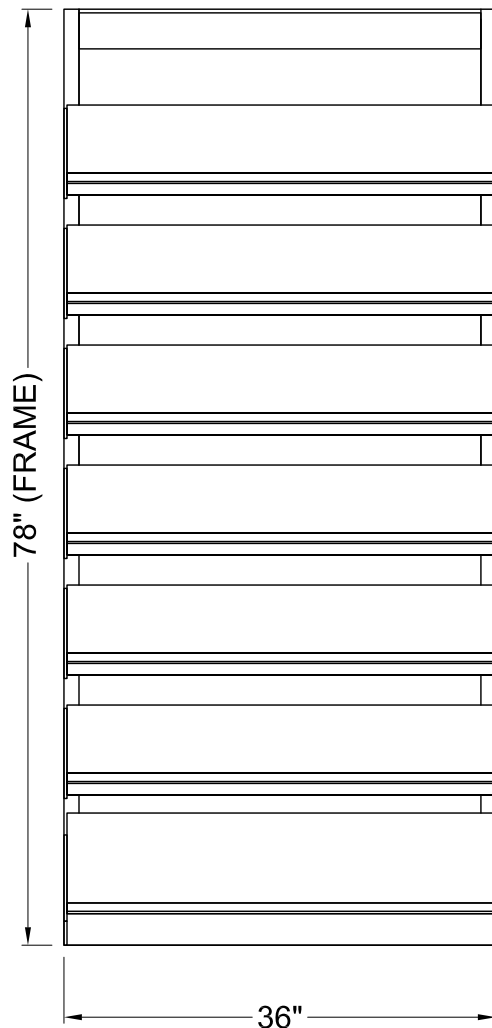


YAMADA
ENTERPRISES

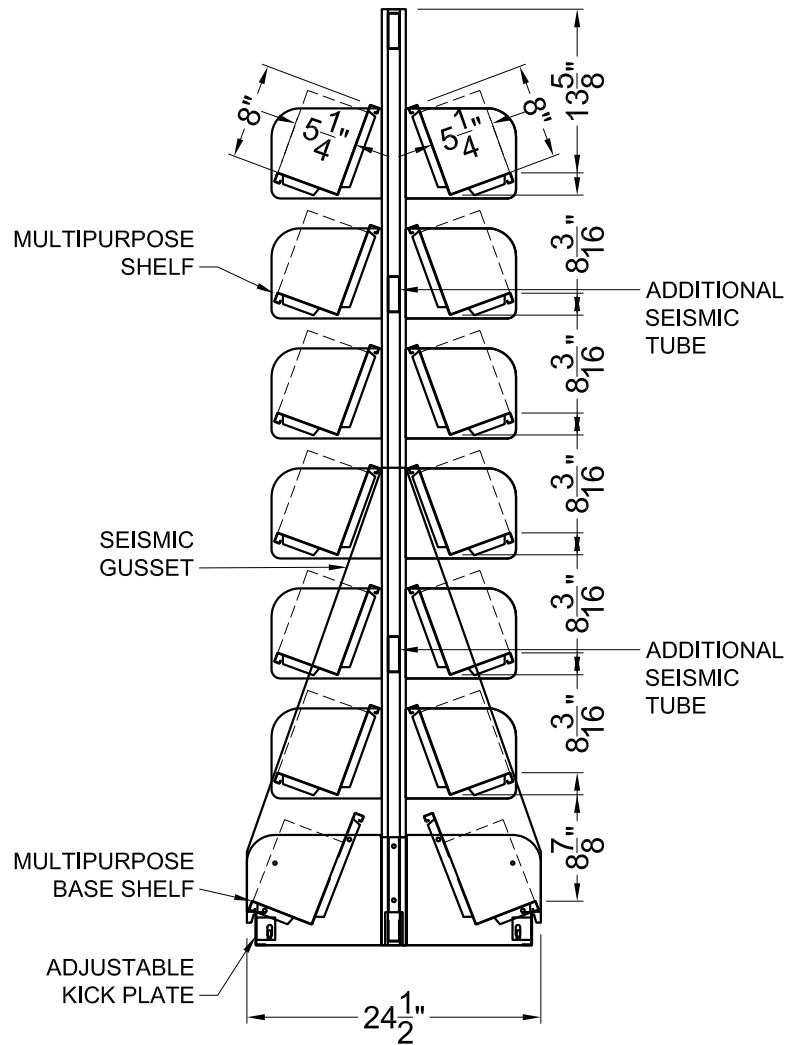
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
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-	-	-
DRAWN BY:		O.TREJO
DATE:		08-09-18
SCALE:		5/8" = 1'-0"
SHEET:		B



- FRONT VIEW -



- SECTION VIEW -

QTY: 2 (36"W)

PROJECT:

LEISURE WORLD LIBRARY

DESCRIPTION:

BOOKSTACK TYPE: C



YAMADA

ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		O.TREJO
DATE:		08-09-18
SCALE:		3/4" = 1'-0"
SHEET:		C



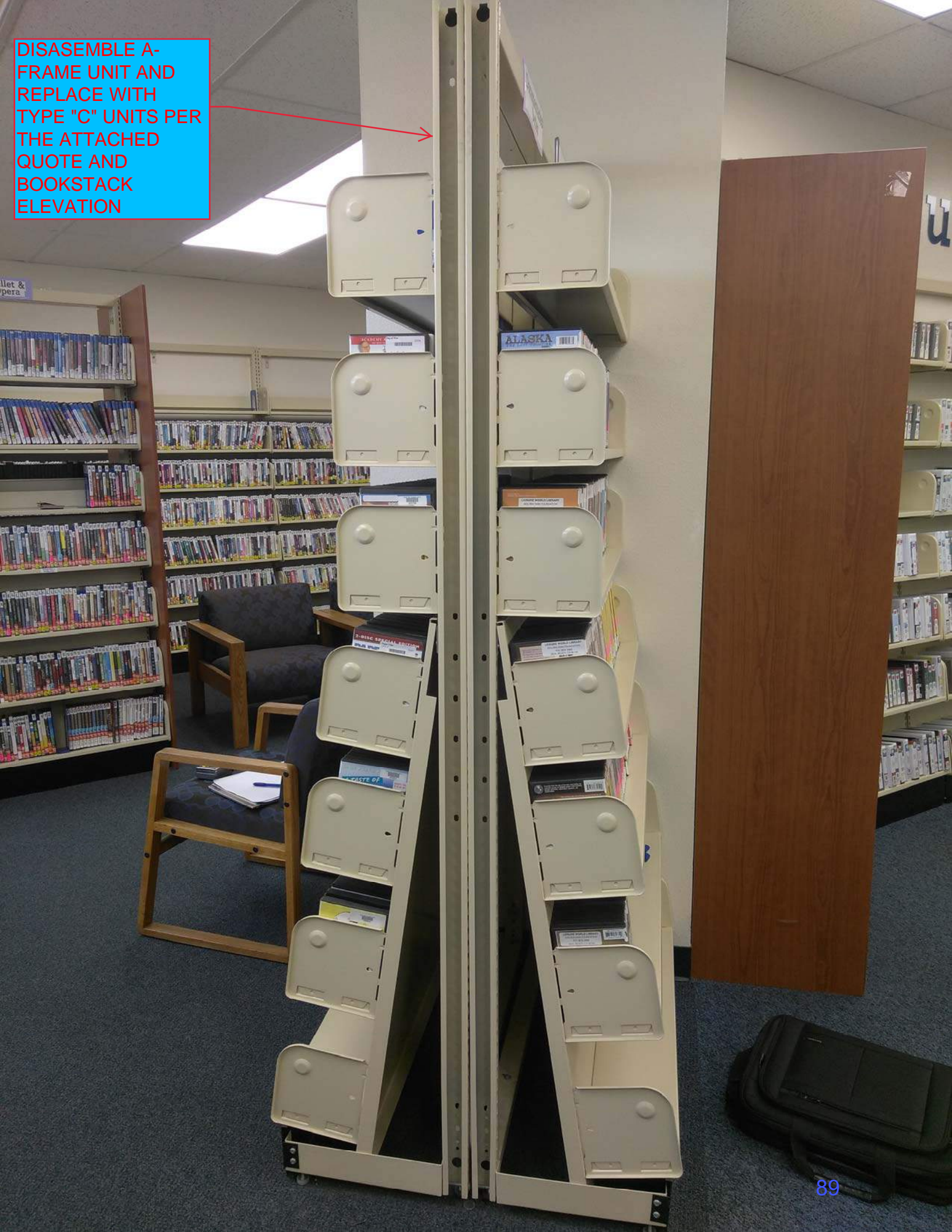
INSTALL RANGE OF TYPE
"A" UNITS + 2 ENDS PER
THE ATTACHED QUOTE &
BOOKSTACK ELEVATION



Audio

REPLACE MOBILE
CARTS WITH TYPE "B"
MOBILE UNITS PER
THE ATTACHED
QUOTE & BOOKSTACK
ELEVATION

DISASSEMBLE A-FRAME UNIT AND
REPLACE WITH
TYPE "C" UNITS PER
THE ATTACHED
QUOTE AND
BOOKSTACK
ELEVATION





Ballet & Opera

ADD A-FRAME UNIT THAT
WAS DISASSEMBLED
HERE AND REPLACE END
PANELS WITH ITEM 8 PER
THE ATTACHED QUOTE

Baked-On Powder Coated Finish

Exceeds 500 hours salt spray

Standard Colors



Bold Colors*



Textured Colors*



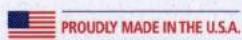
*Bold and textured colors are standard with no extra cost. However, additional lead time will be required.

Special color matches can be furnished.
Contact factory for pricing.

Mailing Address: P.O. Box 1888, Dickson, TN 37056-1888

Shipping Address: 201 Tennsco Drive, Dickson, TN 37055

Customer Service: (866) 446-8686 • Fax (866) 445-7260 | Ordering Fax: (866) 864-4796 | www.tennsco.com • info@tennsco.com



Estey is a Division of **tennsco**
Storage Made Easy

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: CONCEPTUAL APPROVAL – HIGH SCHOOL VOLUNTEERS
DATE: AUGUST 28, 2018
CC: FILE

At the July meeting of the Recreation Committee, the Committee reviewed a request from Los Alamitos High School to explore student volunteer opportunities within the community. This request was presented to support: students gaining new skills for the workforce, adding to resume/college admissions documents, earning high school credits. Among the benefits to GRF: publicly demonstrate Leisure Worlds's commitment to volunteerism and build relationships within the region.

I move to approve of the use of Los Alamitos high school student volunteers, in areas to be approved by the Recreation Department.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE
SUBJECT: NON-BUDGETED FUNDING REQUEST - DISPATCH SOFTWARE
DATE: AUGUST 20, 2018
CC: FILE

At the regularly scheduled August 8, 2018 meeting of the Security Bus and Traffic Committee, the Committee reviewed proposals for dispatch and incident report software and unanimously moved to forward a request to the Finance Committee for available Capital funding, and, upon securing funding, forward a request to the GRF Board.

The Security Department relies on a solely handwritten report and dispatch process. Incident reports are typed up before being disseminated. Tracking and retrieval of records is performed manually, which is time consuming and labor intensive. Analysis is performed manually. The current process is extremely inefficient and also prone to results being less than satisfactory.

The standard practice within the security discipline is use of report writing software, with cellular equipment being used in the field to make reports. These solutions bring efficiency, time saving and the ability to retrieve reports and information at a moment's notice. Security examined a number of solutions; our one criteria was the need for a dispatch module, which is not part of the majority of software offerings.

The search resulted in two companies: Omnigo and Track Tik (attached). Both solutions offer the required needs; Omnigo is sufficient for LWSB needs and is significantly more economical in its cost. Both require smart devices for field use.

Company	IPad x 4	Licensing	Training	Dispatch cost	Total
Omnigo	\$600 Purchase \$30.00 per MTh	Included in total	\$1,200 One time	Included	Annual \$4,740. 2018, 3 MThs \$515.00 MTh. =\$1,545.00 + training \$1,200 + IPads \$2400. + data \$90.00 = total \$5,235. for 2018.
Track Tik	\$600 Purchase \$30.00 per MTh	\$46.00 per MTh per iPad	\$1,200 One time	\$499.00 per month	Annual 8,196. 2018, 3 MThs \$683. MTh =\$2,049 +training \$1,200 + I pads \$2400 + data \$90.00 = total \$5,739.for 2018.

At its regularly scheduled meeting on August 20, 2018, the Finance Committee determined \$7,000.00 non-budgeted Operating funding is available for the proposed project.

I move to approve the purchase of dispatch software, from Omnigo software, in an amount not to exceed \$7,000, non-budgeted Operating funding, and authorize the Executive Director to initiate the purchases.

Leisure World Seal Beach

ADDENDUM B-SUMMARY OF DOWN PAYMENT REQUIRED AT EXECUTION

DOWN PAYMENT DUE AT EXECUTION: Attached Purchase Order

SUMMARY OF FEES

Annual Recurring Fees:	\$4,740.00
One-Time Training Fees:	<u>\$7,200.00</u>
TOTAL	\$5,940

Payment due Net 30 from date of fully executed Agreement.

Pricing Valid Through September 30, 2018

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST – GATE DELINEATORS
DATE: AUGUST 20, 2018
CC: FILE

At the regularly scheduled August 8, 2018 meeting of the Security Bus and Traffic Committee, the Committee reviewed a proposal for gate delineators to replace existing traffic cones and unanimously moved to forward a request to the Finance Committee for available Capital funding, and, upon securing funding, forward a request to the GRF Board.

The current main gate delineators consist of several types of construction type cones, free standing post and delineators. These are subject to being blown over, and appear, unless new, dirty and inconsistent with the general appearance of the front entrance.

The Committee recommends replacing with yellow Poly Guide Post Delineators, with reflective materials. Holes to be set in patterns will enable posts to be moved for the different traffic flows during the day and evening hours.

Cost:

Post holes and sleeves, including labor \$150.00 each x 26 = \$3,900

Delineators \$ 53.70 each x 28 = \$1,503.60 (two spare).

At its regularly scheduled meeting on August 20, 2018, the Finance Committee determined \$5,500.00, Capital funding, is available for the proposed project.

I move to approve the installation of main gate delineators, in the amount of \$5,500.00, Capital funding, and authorize the Executive Director to initiate the project.

Front Gate Delineators



Click over image to zoom in

Eagle
Eagle 1734Y Poly Guide Post Delineator with Reflective, 5-3/4" Width x 42" Height, Yellow

 3 customer reviews

Price: **\$53.70 & FREE Shipping**

New (10) from \$53.70 & FREE shipping.

Specifications for this item

Part Number	1734Y	Material	Polyethylene
Number of Items	1	Model Number	1734Y
Brand Name	Eagle	UNSPSC Code	25170000
Color	Yellow	UPC	048441002443
EAN	0048441002443	Warranty Description	Manufacturer
Height	42 inches	Width	5-3/4 inches
Item Weight	4.2 pounds		

[View more product details](#)

Front gate Delineators

Current (Days)







Proposed (Days)

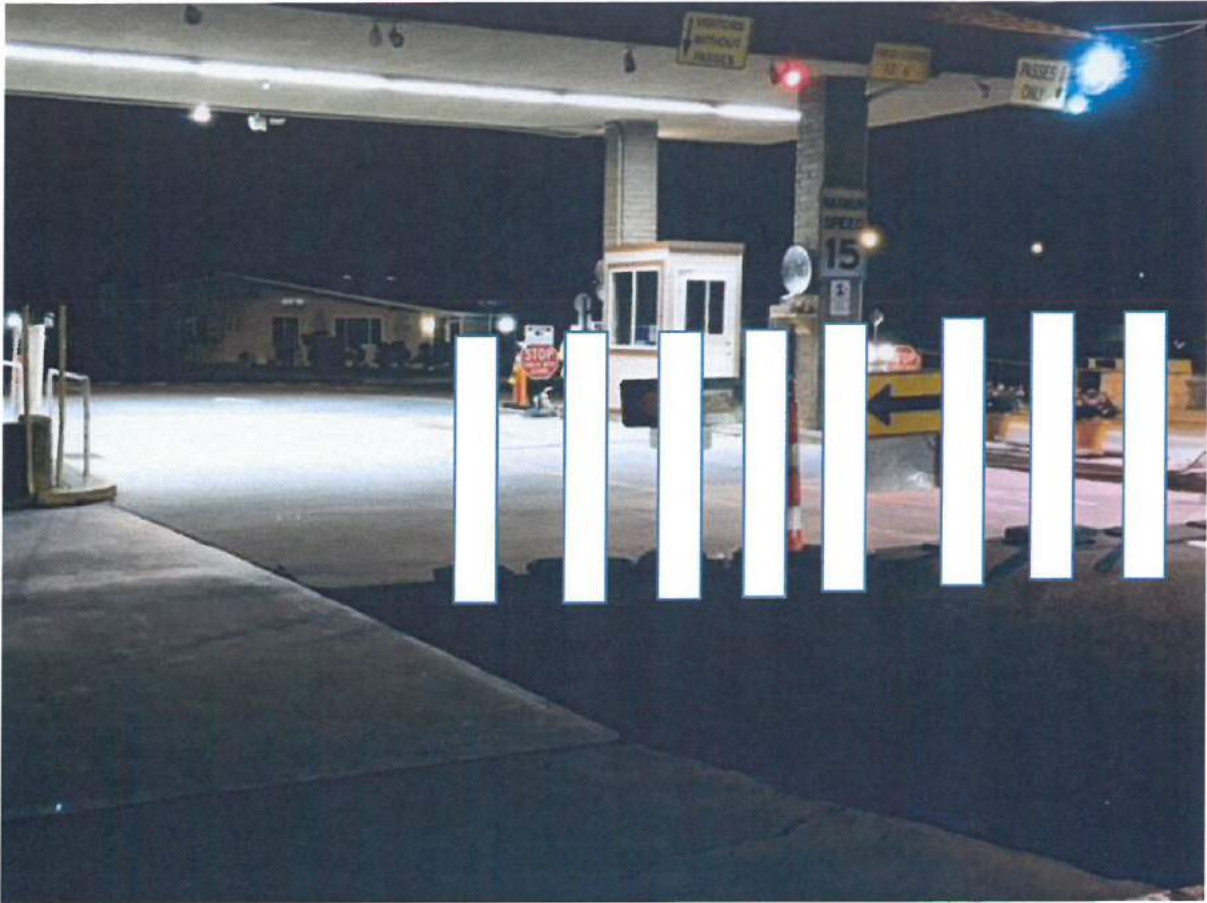




Current (Nights)













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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SERVICE MAINTENANCE COMMITTEE
SUBJECT: ADOPT POLICY 5170-47, SERVICE MAINTENANCE COMMITTEE
DATE: AUGUST 3, 2018
CC: FILE

At its meeting on July 26, 2018, the Service Maintenance Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 5170-47, Service Maintenance Committee, which sets forth the purpose, duties, and limitations of the committee.

I move to adopt Policy 5170-47, Service Maintenance Committee, as presented.

COMMITTEE CHARTER**ADOPT****Service Maintenance Committee**

Pursuant to state statute (Corp. Code 7420; Corp. Code 7212©) and Article VII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Service Maintenance Committee (SMC) and grants to the Committee authority specifically stated with the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

In accordance with Article VIII of the Bylaws, committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with Policy 5100-30.

1. PURPOSE:

Oversee the operations of the Service Maintenance department.

2. DUTIES:

- a. Publish an agenda four (4) days in advance of Committee meeting;
- b. Elect a Vice-Chair at the first meeting;
- c. Meet with Service Maintenance staff at least monthly or whenever such meetings are deemed necessary, unless canceled by the Chair.
- d. Review monthly budget comparison for cost centers 74 and 75.
- e. Committee responsibilities include, but are not limited to: oversee services provided to the GRF and Mutual Corporations in the area of service maintenance.
- f. Analyze requests from various sources within the community that are within the purview of the Board of Directors;
- g. Initial approval and recommendation to the Finance Committee of the annual budget for cost centers 74 and 75 including Capital requests and upcoming Reserve replacements;
- h. Review policies for cost centers 74 and 75. Send recommended changes to the BOD for approval no later than the May meeting; and
- i. Chair must furnish a report at the GRF Annual meeting.

3. LIMITATIONS:

It is to be recognized that the function of the Committee is to act in an advisory and consulting capacity.

COMMITTEE CHARTER

ADOPT

Service Maintenance Committee

Regulatory or supervisory activities affecting employed personnel are functions of Management and not to be encroached upon by any Committee Chairperson or member, either individually or collectively.

Committee does not have the authority to enter into written contracts or oral agreements with any third parties on behalf of the GRF BOD. Authority to authorize contacts and/or expenses rests solely with the BOD.

Policy:
Adopted:

GOLDEN RAIN FOUNDATION
Seal Beach, California

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PRESIDENT LINDA STONE
SUBJECT: APPOINTMENT OF GOLDEN RAIN FOUNDATION DIRECTOR OF
MUTUAL FIFTEEN
DATE: AUGUST 28, 2018
CC: FILE

The Golden Rain Foundation (GRF) Board of Directors (BOD) received notification of the resignation of Mutual Fifteen (GRF) Director Robert Crossley on July 23, 2018, leaving the position vacant. Mutual Fifteen shareholders were advised of the vacancy and nominations were requested. At 4:30 p.m. on August 6, 2018, the nomination period closed with no nominations received at the Stock Transfer Office, as set forth in the application procedures.

Pursuant to Article VI, Section 6 of the GRF Bylaws, if no nominations are received, the GRF BOD shall appoint a Foundation member to serve.

Upon consultation with Mutual Fifteen, Phil Friedman has been chosen to fill the vacancy. If approved, Phil Friedman shall serve as GRF Director until June 2019 when the regular election for GRF Directors representing odd-numbered Mutuels takes place.

I move that the GRF Board of Directors appoint Phil Friedman as the GRF Director for Mutual Fifteen, for the term ending 2019, to fill the vacancy created by the resignation of GRF Director for Mutual Fifteen Robert Crossley and to serve as a member of the Finance, IT Committees and the Management Services Review Ad hoc Committee.