



Board of Directors

Agenda

Clubhouse Four

Tuesday, March 26, 2019

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)
 - a) Minutes of the Recreation Committee Board Meeting of February 4, 2019
 - b) Minutes of the Executive Committee Board Meeting of February 8, 2019
 - c) Minutes of the Security, Bus & Traffic Committee Board Meeting of February 13, 2019
 - d) Minutes of the Strategic Planning Ad hoc Committee Board Meeting of February 19, 2019
- 8) Approval of Minutes
 - a) February 26, 2018 (pp. 3-16)
 - b) March 18, 2019 (Special) (pp. 17-20)
- 9) Reports
 - a) Facilities and Amenities Review (FAR) Ad hoc Committee

- b) Management Services Review Ad hoc Committee
 - c) Strategic Planning Ad hoc Committee
 - d) Health Care Center Advisory Board
- 10) New Business
- a) General
 - i) Rescind GRF Board of Directors' Action of August 28, 2018 re: Main Gate Delineators (Ms. Stone, pp. 21-22)
 - ii) Supplemental Request to City of Seal Beach re: Exemption for Golf Carts (Ms. Stone, pp. 23-24)
 - iii) Approve March GRF Board Report (Ms. Findlay, pp. 25-34)
 - iv) Ratification of Emergency Action, by the Executive Director, regarding Water Heater Replacement, Clubhouse Four (Ms. Winkler, pp. 35-36)
 - b) Executive Committee
 - i) Non-budgeted Operating Funds Request - Employee Recognition Plaque (Mr. Lukoff, pp. 37-38)
 - c) Finance Committee
 - i) Accept February Financial Statements (Ms. Winkler, pp. 39-44)
 - ii) Approve Funds Transfer Request – Reserve Funds (Ms. Hopewell, pp. 45-46)
 - iii) Acceptance of the 2018 Audited Financial Statements and Excess Income (Ms. Rapp, pp. 47-68)
 - iv) Approve Investment Advisor (Mr. Lukoff, pp. 69-70)
 - d) Mutual Administration Committee
 - i) Amend 5-2115-4, Copy and Supply Center Fees (Ms. Snowden, pp. 71-72)
 - ii) **FINAL VOTE:** Amend Policy 1201-33, GRF Identification Cards (Ms. Hopewell, pp. 73-76)
 - e) Physical Property Committee
 - i) Capital Funding Request – Reconfiguration, Building Five (Ms. Rapp, pp. 77-78)
 - ii) Capital Funding Request – Improvements, Clubhouse Four (Mrs. Perrotti, pp. 79-84)
 - iii) Reserve Funding Request – Phase 1 and 2, Slurry Seal and Crack Fill, Trust Streets (Ms. Gerber, pp. 85-88)
 - iv) Capital/Operating Funding Request – Automatic Door, News Building (Ms. Fekjar, pp. 89-90)

- v) Reserve Funding Request – Replacement of Asphalt/Concrete, Trust Property
(Ms. Gerber, pp. 91-96)
- vi) Operating Funding Request – Approve Elevator Maintenance Contract (Mr.
Lukoff, pp. 97-108)
- f) Recreation Committee
 - i) Reserves Funding Request – Window Blinds Replacement, Clubhouse Three
(Mr. Moore, pp. 109-110)
 - ii) Operating Funding Request - Approve Janitorial Contract (Mrs. Perrotti, pp. 111-
112)
 - iii) Operating Funding Request – Contract for eBook Content (Ms. Heinrichs, pp.
113-115)
- 11) Staff Reports
 - Director of Finance’s Report – Ms. Miller
 - Executive Director’s Report – Mr. Ankeny
- 12) Board Member Comments
- 13) Next Meeting/Adjournment

Next GRF Board of Directors meeting, Tuesday, April 23, 10 a.m., Clubhouse Four

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In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following February 2019 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of February 4, 2019
- Minutes of the Executive Committee Board Meeting of February 8, 2019
- Minutes of the Security, Bus & Traffic Committee Board Meeting of February 13, 2019
- Minutes of the Strategic Planning Ad hoc Committee Board Meeting of February 19, 2019

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
February 26, 2019**

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, February 26, 2019, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Aaron Hensley, Service Maintenance Assistant Supervisor, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden, L. Stone, Gerber, Gould, Hopewell, Fekjar, Doderio, Winkler, Heinrichs, Findlay, Lukoff, Friedman, and Moore were present. The Executive Director and the Director of Finance were also present. Directors Friedman and Pratt were absent.

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

PRESIDENTS COMMENTS

Welcome members and thank you for coming today! I am pleased to see so many residents attend on such a beautiful morning.

Today I want to talk about rumors – one in particular.

The rumor is that we, GRF, are going to start charging for amenities and clubhouse reservations. If you remember, in my President's comments last month, I asked you to please not be alarmed or listen to rumors about this subject.

The February 22nd Facilities and Amenities Review Ad hoc (FAR) Committee meeting was cancelled because of a predicted large attendance due to the rumor. The room that was scheduled for use, Conference Room B, cannot accommodate large numbers. Therefore, there will be a Town Hall meeting on March 20th, at 1:00 p.m., here in Clubhouse 4. Your comments, concerns, ideas and solutions will be sought. This journey will take place in full view at all committee meetings, which are open to all shareholders. That means you have 20+ days to do your research.

Why not sooner? Because there wasn't a room available until then. Of note, last month, the Recreation Department made 859 reservations for clubhouse use. As you can see, our clubhouses are very popular.

I cannot deny that GRF is investigating ways to increase revenue for the remainder of this year and for the 2020 Budget. By increasing revenue, we can hopefully offset your monthly assessments next year.

GRF is in the early stages of our due diligence and are exploring a variety of options. Community feedback is very important in discovering possibilities. So, there will be plenty of opportunities to voice your comments, concerns and hopefully suggestions for solutions!

If you are here today, you're concerned. Help us find the right answers. But be aware that sometimes the best solution for the majority is not the most popular solution for the minority.

And, remember, all Committee recommendations or policy changes must be brought to the BOD for final approval before they are put into effect.

Ms. Stone MOVED, seconded by Mr. Lukoff and carried unanimously by the Directors present-

TO remove agenda item 10.c. ii. from today's agenda.

ANNOUNCEMENTS

The GRF Board of Directors met in Executive Session on February 1 and February 19, 2019, to discuss legal and contractual matters.

SERVICE ANNIVERSARIES

Five employees were recognized with a service award.

Aaron Hensley	Service Maintenance Department	5 years
Fatima Angeles	Finance Department	5 years
Tommy Fileto	Recreation Department	10 years
Nancy Hilaman	Fleet Department	20 years
William Marquardt	Security Department	25 years

SEAL BEACH COUNCIL MEMBER'S REPORT

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

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in

Golden Rain Foundation Board Meeting Minutes, February 26, 2019

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 members offered comments.

CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES

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

- Minutes of the Recreation Committee Board Meeting of January 7, 2019
- Minutes of the Security, Bus & Traffic Committee Board Meeting of January 9, 2019
- Minutes of the Executive Committee Board Meeting of January 11, 2019
- Minutes of the Facilities and Amenities Review Ad hoc Committee Board meeting of January 25, 2019

APPROVAL OF BOARD MEETING MINUTES

The minutes of the January 29, 2019 meeting and the February 12, 2019 Special meeting were approved, as presented.

REPORTS

The Chair of the Facilities and Amenities Review (FAR) Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

The Chair of the Management Services Review Ad hoc Committee was not available to present a report on the progress of the Ad hoc Committee.

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

The Health Care Center Advisory Board presented a report on the progress of the Board.

NEW BUSINESS

General

Adopt Policy 5177-31, Health Care Center Advisory Board

Golden Rain Foundation Board Meeting Minutes, February 26, 2019

At its meeting on February 12, 2019, the Health Care Center Advisory Board recommended that Policy 5177-31, Health Care Center Advisory Board, be adopted by the GRF Board of Directors.

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

TO adopt Policy 5177-31, Health Care Center Advisory Board, to oversee all matters pertaining to lease compliance, community feedback of the Health Care Center and programs of mutual benefit and the exchange of pertinent information.

CAMUTCD, Authorization to Allow Seal Beach Police Department onto Property for Traffic Enforcement

The Physical Property Committee (PPC) has been working on improving street marking and signage in the Community since 2015. The GRF Board approved funding in the amount of \$272,800 to bring our Trust streets into compliance with State and City Codes under The California Manual for Uniform Traffic Control Devices (CAMUTCD) from recommendations of the PPC.

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

TO move to approve sending notification to the City of Seal Beach that the Golden Rain Foundation Trust Streets within Leisure World Seal Beach comply with CAMUTCD and submit Certification with a request to the City of Seal Beach to adopt, by ordinance or resolution, regulating vehicular traffic on Golden Rain Foundation privately owned roads, per California Vehicle Code (CVC), Section 21107 (Attachment A), with City of Seal Beach Police traffic enforcement. Required signage shall be posted by Golden Rain Foundation on the affected roads, per Attachment B.

Ms. Rapp MOVED, seconded by Mr. Dodero-

I further move to authorize the Executive Director to place the required signage, in accordance with the CAMUTCD, that the

provisions of the Vehicle Code and Seal Beach Municipal Code are applicable to all Trust property streets within this Community C.V.C 21107.5.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

Approve February GRF Board Report

At the regularly scheduled meeting of the Executive Committee on February 9, 2019, the Committee moved to recommend the GRF Board establish a standard monthly report for distribution to all Mutual Boards; the monthly GRF Board report shall contain the GRF BOD meeting recap, GRF Committee and Ad hoc Committee monthly summaries of action and a general report on all major projects (projects generally over \$10,000).

Ms. Hopewell MOVED, seconded by Ms. Rapp-

TO approve to establish a monthly GRF Board Report for distribution.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Ms. Hopewell MOVED, seconded by Ms. Fekjar-

TO approve the February GRF Board Report, as presented.

Seven Directors spoke on the motion.

The motion was carried with three no votes (Gould, Snowden, Winkler).

Architectural Design and Review Committee

Reserve Funding Request – St. Andrews Median Landscape

The Physical Property Department was tasked with providing cost for landscaping and boulder installation on all medians on St. Andrews, except for medians #2 and #3 which were completed as samples. Our current landscape contractor provided a cost, not to exceed \$184,282, to complete the remaining medians, not including median #2 and #3 (already completed) and use the #2 median as the model. Cost was provided for boulder installation, based on cost from two suppliers, from the sample medians, not to exceed \$52,000.

At a Special meeting of the ADR Committee on February 21, 2019, the Committee recommended the Board of Directors award a contract to Anguiano Lawn Care to install plants and irrigation to all medians on St Andrews, excluding medians #2 and #3 (already completed), for a cost not to exceed \$184,282, and to approve funding in an amount, not to exceed \$52,000, for boulder

installation, upon finalization of firm cost estimates and including contingency funding of \$24,000.

At the February 15, 2019 meeting of the Finance Committee, the Committee determined sufficient Reserve funds exist in the amount of \$260,282.

Ms. Heinrichs MOVED, seconded by Ms. Fekjar-

TO approve the replacement of landscaping on St. Andrews medians 1, 4 to 16, in an amount not to exceed \$260,282, Reserve funding and authorize the GRF President to sign a contract with Anguiano Lawn Care (plants and irrigation), in the amount of \$184,282, and further approve the GRF President to sign a contract, in an amount not to exceed \$52,000, for rock boulder installation with the best qualified contractor; funds include a contingent in the amount of \$24,000; the ADRC Chair is authorized to review and approve all contingencies.

Six Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board Directors present.

Operating Funding Request – Community Facilities Tree Trimming

It was determined to send the Community Facilities Tree Trimming project back to the Architectural Design and Review Committee to re-evaluate the cost of this project. The Committee asked staff to have the remaining bidding contractors (see below) sample their work and trim similar trees. The Committee, at its January meeting, reviewed cost and workmanship and determined to forward a request to the Board of Directors to award a contract to Anguiano Lawn Care, to maintain the Community Facilities tree inventory, for a two (2) year term, 2019-2020, in an amount not to exceed \$87,640, Operating funding.

Ms. Findlay MOVED, seconded Mr. Lukoff -

TO award a contract to Anguiano Lawn Care to maintain the Community Facilities tree inventory, for a two (2) year term, 2019-2020, in an amount not to exceed \$87,640, Operating funding, and authorize the President sign the contract.

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

The motion was carried unanimously by the Board members present.

Executive Committee

Confirm 2019 Election Provider

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

At its meeting on September 26, 2017, the Golden Rain Foundation (GRF) Board unanimously awarded a contract to Accurate Voting Services to perform the general election services for the GRF and Mutual corporations for years 2018, 2019 and 2020.

At its meeting on February 8, 2019, the Executive Committee unanimously moved to recommend the GRF Board of Directors confirm the appointment of Accurate Vote Services, as the Inspectors of Election for the 2019 election.

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

TO confirm Accurate Voting Services, as the Inspectors of Election, for the elections, as set forth in Policy 5025-30.

Approve GRF Directors Serving on the GAF Board

By motion approved under “President’s Comments”, agenda item 10.c. ii. was removed from today’s agenda.

Adopt DMS Software Numbering Format

A cataloging system for procedures, rules, forms, etc. assists users in the navigation of documents and both provides logical organization and ensures that a user can find information easily. At its meeting on February 8, 2018, the Executive Committee moved to recommend organizing the GRF policies in a format, as presented in the agenda packet.

Ms. Rapp MOVED, seconded by Ms. Hopewell -

TO adopt the numbering format, for use in the Power DMS tracking system software, as presented.

Ms. Snowden MOVED, seconded by Ms. Hopewell -

TO include “area” IT (20) with the “area” category of Other (90)

departments.

One Director spoke on the amendment.

The amendment was carried unanimously by the Board Directors present.

The amended main motion was carried with two no votes (Gerber, R. Stone) and one abstention (Findlay).

Director Findlay left the meeting at 11:12 a.m. and returned at 11:17 a.m.

Finance Committee

Accept January Financial Statements

At the regularly scheduled meeting of the Finance Committee on February 15, 2019, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the January 2019 financial statements for audit.

Ms. Winkler MOVED, seconded by Mr. Lukoff -

TO accept the January 2019 financial statements for audit.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Approve Funds Transfer Request – Reserve Funds

At the regularly scheduled meeting of the Finance Committee on February 15, 2019, the members discussed the liquid funds held in various financial institutions and noted the total balances in one of the financial institutions exceed the FDIC insurance limit and, therefore, are not in compliance with Policy 5520-31 – Reserves.

The Committee passed a motion to recommend the GRF Board authorize the transfer of \$500,000 of reserve funds from First Foundation Bank to US Bank, following the maturity of a \$500,000 CDAR on March 7, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

Mr. Lukoff MOVED, seconded by Mr. Dodero-

TO approve a transfer of \$500,000 of reserve funds from First Foundation Bank to US Bank, following the maturity of a \$500,000 CDAR on March 7, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

One Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Approve CD Purchase Request – Reserve Funds

At the regularly scheduled meeting of the Finance Committee on February 15, 2019, the members discussed terms and interest rates on CDs offered through US Bancorp. Additionally, the Committee discussed the current investment ladder and reserve funds available for investing to fill in the gaps in the investment ladder.

Following this discussion, the Committee passed a motion to recommend the GRF Board authorize the purchase of brokered CDs, totaling \$300,000 of reserve funds, all with a 12-month term, at the prevailing interest rates at the time of purchase.

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

TO approve the purchase of brokered CDs, from US Bancorp, totaling \$300,000 of reserve funds, using funds from the US Bank money market account, all with a 12-month term, at the prevailing interest rates at the time of purchase.

Approve Funds Transfer Request – Capital Improvement Funds

On February 15, 2019, the Committee passed a motion to recommend the GRF Board authorize the Finance Department to close the non-restricted money market account at First Foundation Bank, as the majority of funds are allocated to the Capital Improvement Fund, transferring all funds from this account to the US Bank non-restricted money market account for the purposes of maximizing insured funds and to invest Capital Improvement funds with US Bancorp.

Mr. Lukoff MOVED, seconded by Ms. Hopewell-

TO authorize the Finance Department to close the non-restricted money market account at First Foundation Bank, as most of these funds are allocated to the Capital Improvement Fund, transferring all funds from this account to the US Bank non-restricted money market account for the purposes of maximizing insured funds and to invest Capital Improvement funds with US Bancorp.

One Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Approve CD Purchase – Capital Improvement Funds

At the regularly scheduled meeting of the Finance Committee on February 15, 2019, the members discussed investing some of the Capital Improvement funds in higher yielding investments by establishing an investment ladder with varying maturity dates, as not all funds will be needed within the short-term.

Following this discussion, the Committee passed a motion to recommend the GRF Board authorize the purchase of two (2) brokered CDs, totaling \$500,000 of Capital Improvement funds, with a 6-month and a 12-month term, at the prevailing interest rates at the time of purchase.

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

TO approve the purchase of two (2) brokered CDs, totaling \$500,000 of Capital Improvement funds from the US Bank Money Market account, with a 6-month and a 12-month term, at the prevailing interest rates at the time of purchase and to hold these CDs in a newly established investment account at US Bancorp specifically for holding investments in Capital Improvement Funds.

Director Perrotti left meeting 11:28 a.m.

Amend Policy 5340-31, Capital Improvement Funds

At its meeting on December 17, 2018, the Finance Committee requested Policy 5340-31 – Capital Improvement Fund be amended to include guidelines for investing Capital funds to maximize the yield on these funds. The amended policy incorporates guidelines on appropriate uses, investing, withdrawing and transferring Capital funds.

Ms. Winkler MOVED, seconded by Mr. Stone-

TO amend Policy 5340-31, Capital Improvement Fund, incorporating guidelines on appropriate uses, investing, withdrawing and transferring Capital funds.

One Director spoke on the motion.

The motion carried unanimously by the Board members present.

Amend Policy 5115-31, Finance Committee

At its meeting on December 17, 2018, the Finance Committee recommended Policy 5115-31, Finance Committee be amended to include the duty of reviewing, on a monthly basis, all financial information as required under applicable sections of the Civil Code.

Ms. Hopewell MOVED, seconded by Ms. Heinrich -

TO amend Policy 5115-31, Finance Committee, to include the duty of reviewing, on a monthly basis, all financial information, as required under applicable sections of the Civil Code.

Three Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

Physical Property Committee

Capital Funding Request – Administration and Amphitheater Roofs

The Physical Property department was tasked with obtaining specifications to re-roof the Administration and Amphitheater Buildings. AWS Consultants provided these specifications and the Project is ready to be sent out to bid. Staff recommends AWS provide services for pre-bidders conference, review of bids received, the interview of bidders, assistance with the selection process, and provide the Construction Contract for the project. The cost for these services is \$3,500.

At its regular scheduled meeting on February 6, 2019, the Physical Property Committee requested the Finance Committee review Capital funding for this request and forward to the Board of Directors for approval.

At its regular meeting on February 15, 2019, the Finance Committee reviewed available funding for this Capital project, and unanimously resolved funding is available.

Ms. Gerber MOVED, seconded by Ms. Snowden and was carried unanimously by the Directors present-

TO approve AWS Consultants to provide services for pre-bidders conference, review of bids received, interview bidders, assist with the selection process, and provide the Construction Contract for the roofing of the Administration and Amphitheater buildings, Capital

funding, at a cost not to exceed \$3,500, and approve the Executive

Director to initiate the action.

Recreation Committee

Capital and Reserve Funding Request – Patio Sets Purchase, Café Patio

At the February 4, 2019 meeting of the Recreation Committee, the Committee provided unanimous consensus to support a Capital Funding request to the Finance Committee for the replacement of the four (4) patio sets, located at the Café patio, due to age and condition (two are damaged, two are at end of their serviceable life).

At the February 15, 2019 meeting of the Finance Committee, the Committee determined sufficient Capital Funds are available.

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

TO approve the purchase of four (4) standard patio furniture sets, in an amount not to exceed \$8,487.71, Capital Funding, and authorize the Executive Director to initiate the purchase.

Amend Policy 1403-50, Commercial Use

At its regular meeting on February 4, 2019 the Recreation Committee moved to amend Policy 1403-50, Commercial Use, clarifying the conditions pertaining to the sale of alcoholic beverages in GRF community facilities.

Mr. Dodero MOVED, seconded by Mr. Moore -

TO amend Policy 1403-50, Commercial Use, advising that Recreation events, approved by the Recreation Committee, may sell alcoholic beverages in all GRF facilities.

Six Directors and the Executive Director spoke on the motion.

Mr. Lukoff MOVED, seconded by Ms. Hopewell-

TO refer Policy 1403-50, Commercial Use, back to the Recreation Committee for further review.

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

Security, Bus & Traffic Committee

Rescind Policies 5535-37, Pedestrian Gate Security and 5536-37, Gate Security

At its Special meeting on January 31, 2019, the Security, Bus & Traffic Committee reviewed and determined that Policy 5535-37, Pedestrian Gate Security, is a procedure rather than a policy. At its meeting on February 13, 2018, the Committee reviewed and determined that Policy 5536-37, Gate Security, is also a procedure rather than a policy. The Committee recommends the GRF Board of Directors rescind both policies.

Mr. Gould MOVED, seconded by Ms. Rapp and carried unanimously by the Directors present-

TO rescind Policies 5535-37, Pedestrian Gate Security and 5536-37,

Gate Security, as they are procedures, rather than policies.

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

Twelve Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 11:58 a.m.

Suzanne Fekjar
GRF Corporate Secretary
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SPECIAL BOARD OF DIRECTORS MEMBERS MEETING - GOLDEN RAIN FOUNDATION

March 18, 2019

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, March 18, 2019, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by GRF Director Kathy Rapp.

ROLL CALL

Following the roll call, Corporate Secretary Fekjar reported that Directors Perrotti, R. Stone, Pratt, Snowden, L. Stone, Gerber, Gould, Hopewell, Rapp, Winkler, Heinrichs, Findlay (arrived at 2:10 p.m.), Lukoff, Friedman, and Fekjar were present. Mr. Doderio, and Mr. Moore were absent. Fifteen Board members were present, with a quorum of voting majority.

ANNOUNCEMENTS

The winner of today's election will be installed at the conclusion of the meeting. If the non-incumbent winner of today's election is 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 SIXTEEN

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

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 2:05 p.m.

Accurate Voting Services, Inc. reported that they were in possession of 37 voted ballots and that the polls were officially closed.

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

At 2:12 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 Sixteen: **Janet M. Isom** 36; Quorum only, 0; and Abstain, 1.

The President thanked the members of Accurate Voting Service for their work

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

TO seat Janet Isom, as the GRF Director for Mutual Sixteen, per elections, in accordance with GRF Bylaws, term ending 2020.

The newly-elected Director was invited to take her seat on the dais.

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. Hopewell and carried unanimously by the 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 Janet Isom, GRF Representative for Mutual Sixteen: the Communications and the Information

Technology Committees.

Approve Copy Machine Contract

The GRF Konica copier contract expired on February 28, 2019. We evaluated our copier needs and sent out a proposal to three competitor copier companies. After reviewing specifications, demoing trial copiers, and receiving employee feedback, we have determined that Kyocera has the copiers best suited to our organization and has the most competitive pricing.

We are currently paying \$4,088/month for copier services. Kyocera has offered to match our existing copiers “apples-to-apples” (and offered to upgrade some department copiers) for \$2,435/month, on a 63 month term.

Ms. Snowden MOVED, seconded by Mr. Lukoff-

TO approve the Kyocera contract, for a cost of \$2,435/month, for 63 months, and authorize the President sign all applicable contracts.

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

Mr. Pratt MOVED, seconded by Ms. Winkler-

TO amend the motion to grant a variance to the limitation of contract period.

One Director spoke on the motion.

The amendment was carried with one no vote (R. Stone) and one abstention (Isom).

The amended main motion was carried with one no vote (R. Stone) and one abstention (Isom).

BOARD MEMBER COMMENTS

Sixteen Board members offered comments.

The meeting was adjourned at 2:27 p.m.

Suzanne Fekjar, Corporate Secretary
GRF Board of Directors
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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE (VR)
SUBJECT: RESCIND GRF BOARD OF DIRECTORS' ACTION OF AUGUST 28, 2018
RE: FRONT GATE DELINERATORS
DATE: MARCH 13, 2019
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 recommended replacing with yellow Poly Guide Post Delineators, with reflective materials.

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

At its regularly scheduled meeting of the Security, Bus and Traffic, on March 13, 2019, it was the consensus of the Committee to recommend the GRF Board rescind the action of August 28, 2018, for installation of main gate delineators due to the fact that this equipment is no longer needed due to the proposed new access system.

I move to rescind the GRF Board of August 28, 2018, approving installation of Main Gate delineators due to the fact that this equipment is no longer needed due to the proposed new access system.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: VICTOR ROCHA, SECURITY SERVICES DIRECTOR
SUBJECT: EXEMPTION FROM GOLF CART ENFORCEMENT
DATE: MARCH 18, 2019
CC: FILE

The Board of Directors received numerous communications from residents sharing their concerns regarding traffic and pedestrian safety inside the community. Concerns included all types of violations, from red light violations to non-compliance with posted stop signs and excessive speed. After careful deliberation, a proposal was made by the GRF Board to review the possibility of having Seal Beach Police Department enforce traffic laws within the community. Before this could possibly occur, the streets within Leisure World would have to be certified to meet the same standard as any public street outside the community. This would entail having a Certified Traffic Engineer certify that LWSB streets meet the standards of the California Manual on Uniformed Traffic Control Devices (CAMUTCD)

On February 14, 2019, we received our Certificate of Compliance.

The Seal Beach Police Department have stated that if they were to enforce traffic laws inside the community, they would be required to enforce all traffic laws, including those laws regarding golf carts. Over 450 golf carts are registered at Leisure World; these golf cart users have expressed concern over the possibility of Seal Beach PD enforcing traffic laws inside the community since this would mean that certain golf carts would have to be registered and licensed by the DMV, have proper insurance, and the operator of the golf cart would need a driver license (this does not apply to 2 seater golf carts that are under 1300 pounds and go 15 miles or less). Many of the golf carts used in Leisure World hold more than 2 people and weigh more than 1300 pounds.

California Vehicle Code, section 2115(a) (attached Exhibit A) may exempt Seal Beach Police from enforcing golf cart laws inside of the community.

If the City Council makes a determination that city police resources be sent into Leisure World for traffic enforcement, we would respectfully request the exemption for golf carts is implemented.

I move the GRF Board of Directors respectfully request, from the City of Seal Beach and the City Council, an exemption for golf carts, in accordance with California Vehicle Codes, section 2115(a), inside Leisure World.

21115 (a) - If a local authority finds that a highway under its jurisdiction is located adjacent to, or provides access to, a golf course and between the golf course and the place where golf carts are parked or stored or is within or bounded by a real estate development offering golf facilities and is designed and constructed, so as to safely permit the use of regular vehicular traffic and also the driving of golf carts on the highway, the local authority may, by resolution or ordinance, designate the highway or portion of the highway for combined use and prescribe rules and regulations that shall have the force of law. No highway shall be so designated for a distance of more than one mile from the golf course if the highway is not located within a development or beyond the area of a development, provided, the finding of the local authority in this respect shall be conclusive. Upon the designation becoming effective it shall be lawful to drive golf carts upon the highway in accordance with the prescribed rules and regulations. The rules and regulations may establish crossing zones and speed limits and other operating standards but shall not require that the golf carts conform to any requirements of this code with respect to registration, licensing, or equipment, except that if operated during darkness the golf cart shall be subject to the provisions of Section 24001.5 regarding equipment.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: APPROVE MARCH GRF BOARD REPORT
DATE: MARCH 19, 2019
CC: FILE

The monthly GRF Board report shall contain the GRF BOD meeting recap, GRF Committee and Ad hoc Committee monthly summaries of action and the Financial Recap page, as established by the Executive Committee on February 9, 2019.

I move to approve the March GRF Board Report, as presented.

The Golden Rain
Foundation provides
an enhanced quality of
life for our active adult
community of Seal
Beach Leisure World.



March 26, 2019

Approved Minutes

MOVED and duly approved the minutes of the January 29, 2010 Golden Rain Foundation (GRF) Board of Directors (BOD) meeting and of February 12, 2019 Special meeting were approved, as presented.

General – Adopt Policy 5177-31, Health Care Center Committee

MOVED and duly approved to adopt Policy 5177-31, Health Care Center Advisory Board, to oversee all matters pertaining to lease compliance, community feedback of the Health Care Center and programs of mutual benefit and the exchange of pertinent information.

General – CAMUTCD, Authorization to Allow Seal Beach Police Department onto Property for Traffic Enforcement

MOVED and duly approved sending notification to the City of Seal Beach that the Golden Rain Foundation Trust Streets within Leisure World Seal Beach comply with CAMUTCD and submit Certification with a request to the City of Seal Beach to adopt, by ordinance or resolution, regulating vehicular traffic on Golden Rain Foundation privately owned roads, per California Vehicle Code (CVC), Section 21107, with City of Seal Beach Police traffic enforcement. Required signage shall be posted by Golden Rain Foundation on the affected roads; and further MOVED and duly approved to authorize the Executive Director to place the required signage, in accordance with the CAMUTCD, that the provisions of the Vehicle Code and Seal Beach Municipal Code are applicable to all Trust property streets within this Community C.V.C 21107.5.

General – Approve February GRF BOD Report

MOVED and duly approved to establish a monthly GRF Board Report for distribution. Further, MOVED and duly approved the February GRF Board Report, as presented.

Architectural Design and Review Committee – Reserve Funding Request – St. Andrews Median Landscape

MOVED and duly approved to approve the replacement of landscaping on St. Andrews medians 1, 4 to 16, in an amount not to exceed \$260,282, Reserve funding and authorize the GRF President to sign a contract with Anguiano Lawn Care (plants and irrigation), in the amount of \$184,282, and further approve the GRF President to sign a contract, in an amount not to exceed \$52,000, for rock boulder installation with the best qualified contractor; funds include a contingent in the amount of \$24,000; the ADRC Chair is authorized to review and approve all contingencies.

Architectural Design and Review Committee – Operating Funding Request – Community Facilities Tree Trimming

MOVED and duly approved to award a contract to Anguiano Lawn Care to maintain the Community Facilities tree inventory, for a two (2) year term, 2019-2020, in an amount not to exceed \$87,640, Operating funding, and authorize the President sign the contract.

Executive Committee – Confirm 2019 Election Provider

MOVED and duly approved to recommend the Board confirm Accurate Voting Services, as the Inspectors of Election, for the 2019 elections, as set forth in Policy 5025-30.

Executive Committee – Approve GRF Directors Serving on the GAF Board
Removed from agenda.

Executive Committee – Adopt DMS Software Number Format
MOVED and duly approved to adopt the numbering format, for use in the Power DMS tracking system software, as amended.

Finance Committee – Accept January Financial Statements
MOVED and duly approved to accept for audit the financial statements for the month of January 2019, for audit, as presented by the Director of Finance.

Finance Committee – Approve Funds Transfer Request – Reserve Funds
MOVED and duly approved a transfer of \$500,000 of reserve funds, from First Foundation Bank to US Bank, following the maturity of a \$500,000 CDAR on March 7, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

Finance Committee – Approve CD Purchase Request – Reserve Funds
MOVED and duly approved approve the purchase of brokered CDs, from US Bancorp, totaling \$300,000 of reserve funds, using funds from the US Bank money market account, all with a 12-month term, at the prevailing interest rates at the time of purchase.

Finance Committee – Approve Funds Transfer Request – Capital Improvement Funds
MOVED and duly approved to authorize the Finance Department to close the non-restricted money market account at First Foundation Bank, as most of these funds are allocated to the Capital Improvement Fund, transferring all funds from this account to the US Bank non-restricted money market account for the purposes of maximizing insured funds and to invest Capital Improvement funds with US Bancorp.

Finance Committee – Approve CD Purchase – Capital Improvement Funds
MOVED and duly approved approve the purchase of two (2) brokered CDs, totaling \$500,000 of Capital Improvement funds from the US Bank Money Market account, with a 6-month and a 12-month term, at the prevailing interest rates at the time of purchase and to hold these CDs in a newly established investment account at US Bancorp specifically for holding investments in Capital Improvement Funds.

Finance Committee – Amend Policy 5340-31, Capital Improvement Funds
MOVED and duly approved to amend Policy 5340-31, Capital Improvement Funds, incorporating guidelines on appropriate uses, investing, withdrawing and transferring Capital funds.

Finance Committee – Amend Policy 5115-31, Finance Committee
MOVED and duly approved to amend Policy 5115-31, Finance Committee, to include the duty of reviewing, on a monthly basis, all financial information, as required under applicable sections of the Civil Code.

Physical Property Committee – Capital Funding Request – Administration and Amphitheater Roofs
MOVED and duly approved AWS Consultants to provide services for pre-bidders conference, review of bids received, interview bidders, assist with the selection process, and provide the Construction Contract for the roofing of the Administration and Amphitheater buildings, Capital funding, at a cost not to exceed \$3,500, and approve the Executive Director to initiate the action.

Recreation Committee – Capital Funding Request – Patio Sets Purchase, Café Patio

MOVED and duly approved the purchase of four (4) standard patio furniture sets, in an amount not to exceed \$8,487.71, Capital Funding, and authorize the Executive Director to initiate the purchase.

Recreation Committee – Amend Policy 1403-50, Commercial Use

MOVED and duly approved to refer Policy 1403-50, Commercial Use, back to the Recreation Committee, for further review.

Security, Bus & Traffic Committee – Rescind Policies 5535-37, Pedestrian Gate Security and 5536-37, Gate Security

MOVED and duly approved to rescind Policies 5535-37, Pedestrian Gate Security and 5536-37, Gate Security, as they are procedures, rather than policies.

Recap of GRF Committees' Activity

February/March 2019

February 27, 2019, Architectural Design & Review Committee

- MOVED to approve the Career Fair Participation and Recruitment/Marketing Documents, as presented;
- MOVED approve the flower and plant list, as presented;
- CONCURRED to request the Executive Director to bring back a cost on planters at the Medical Center and the four corners at the traffic light at the next scheduled meeting;
- MOVED to have the Facilities Director request a bid from Anguiano Lawncare, on planting blue and yellow petunias, in a pattern sequence, at the sundial and bring back to the next scheduled meeting;
- CONCURRED the Facilities Director bring back a quote for the blue channel fencing at the traffic light, to the next scheduled meeting;
- CONCURRED to request the Recreation Manager request RFP's for one, two and three-year's contracts, on holiday decorations;
- MOVED to approve green color, for the outdoor Bulletin Board installation, at Mission Park;
- MOVED to approve the Employee Recognition Wall plaque selection image, location, to be placed in the administration building, first floor;
- MOVED to approve color navy blue, for the new Uniform Polo Shirts, for the Copy & Supply Center Staff, with the proper GRF name tags added;
- MOVED to approve color blue, for the lockers in Clubhouse Four.

March 4, 2019, Recreation Committee

- MOVED to recommend the purchase of a Rubbermaid storage shed, as submitted from Home Depot, in an amount not to exceed \$503, Non-Budgeted Operating expense, pending Finance Committee review;
- MOVED to request the Physical Property Committee obtain cost and layout specifications for a Learning Center to be located in Clubhouse Three and return the proposal back to the Recreation Committee for review
- MOVED to forward a request to the GRF Board to bring Overdrive eBook Services to the Leisure World Library for a cost not to exceed the approved budgeted amount of \$6,000;
- MOVED to approve the installation of all new blinds by Coast Factory Blinds in all the rooms in Clubhouse Three in an amount not to exceed \$8,296.23, pending Finance Committee approval;

- MOVED to continue Saturday Night Dances for the remainder of 2019, as approved within the budget;
- CONCURRED to schedule the Leisure World Olympic Medal Ceremony for Wednesday, June 5, 2019;
- MOVED to request staff bring back cost to replace all Golf Course T-Boxes at the Golf Course;
- MOVED to forward to the Physical Properties Committee the replacement of the lake's fountains/aerators for an estimated expense of \$7,500 (3 self-contained units to exceed \$2,500 each). Upon sourcing the pricing suitable fountains/aerator, forward a Capital/Reserve funding request to the Finance Committee, and upon funding approval forward the replacement of the fountains/aerators to the Board of Directors;
- MOVED to approve the Library's 2019 schedule of events, as presented;
- MOVED recommend the GRF Board approve the selection of Innovative Cleaning Services and authorize the Executive Director confirm costs with Innovative Cleaning Service.

March 6, 2019, Physical Property Committee

- MOVED to approve the completion of Bus Signs #885-18, Landscape Improvements – Medical Building #889-18, Administration Elevator #865-18;
- CONCURRED to request staff bring back cost for flashing speed limit signs;
- MOVED to recommend the GRF Board award a contract to Custom Glass for the installation of doors and windows as proposed on estimate #11718 at a cost of \$10,935 and authorize the Service Maintenance Department for a cost not to exceed \$4,800 as proposed on two estimates dated 2-4-19 and Talimar for work stations not to exceed \$5,998 adding a contingency of \$1,500 for a total cost not to exceed \$17,223, pending Finance Committee review;
- MOVED to recommend the GRF Board award a contract to Custom Glass for the replacement of eight (8) doors in Clubhouse Four at a cost of \$10,935 and approve the purchase of lockers and display cabinets through the Service Maintenance Department for a cost of \$15,900 adding a contingency of \$1,500 for a total cost not to exceed \$28,335, pending Finance Committee review;
- MOVED to recommend the GRF Board award a contract to MJ Jurado to Slurry Seal and Crack Fill phase one and two of Trust Property Streets for a cost not to exceed \$300,000 Reserve Funding, pending Finance Committee review;
- MOVED to recommend the GRF Board award a contract to ThyssenKrupp Elevator at a cost of \$8,280 a year for a five-year period, pending Finance Committee review;
- MOVED recommend the GRF Board award a contract to Axxess Door for the installation of an automatic door opener at the News Office for a cost not to exceed \$3,626 including \$500 contingencies, funding pending Finance Committee review;
- MOVED to recommend the GRF Board award a contract to MJ Jurado for the replacement of the existing asphalt at the Building Five (\$9,407) and Clubhouse One locations (\$14,965) and replace portions of Trust property in conjunction with the Mutual One project (\$19,230), pending approval by the Mutual One Board, as well as the repairs at Fresh Meadows (\$21,915) for a total cost not to exceed \$69,517 including \$4,000 contingencies, pending Finance Committee review.

March 8, 2019, Executive Committee

- MOVED to review the Handbook at the April meeting, after review by corporate counsel and incorporation of recommended changes received by the Committee;

- MOVED to forward a request for availability of funding to the Finance Committee, in an amount not to exceed \$3,000, Cost Center 20, non-budgeted Operating funds to purchase materials for creating an Employee Recognition Wall;
- MOVED to amend the position description 3194.1, Stock Transfer Assistant, as presented;
- MOVED to review the changes to the draft policy, External Communication, Authorized Spokesperson, recommended by the Committee, at the April meeting.

March 11, 2019, Mutual Administration Committee

- CONCURRED to schedule a work study meeting to review all changes to the Realtor Handout, at least two weeks prior to the March Committee meeting, when the Handout will be reviewed;
- MOVED to institute a passport photo service within the Copy & Supply Center and further moved to approve a fee of \$10 for passport photo services, to be reviewed annually;
- MOVED to approve the Copy and Supply Center expansion and forward the project to the Physical Properties Committee for final costing; upon securing final costs, forward a Capital funding request to the Finance Committee, and upon securing Capital funding, forward the action to the GRF Board for final approval.

March 12, Strategic Planning Ad hoc Committee

- CONCURRED to postpone the next Committee meeting by one month to allow the Facilities and Amenities Review (FAR) Ad Hoc Committee and Recreation Restaurant/Bar Sub-Committee additional time to review proposed 2020-2022 projects.

March 13, 2019, Security, Bus & Traffic Committee

- CONCURRED to request the Security Services Director and Committee member Mr. Gould draft a supplemental request to the GRF Board of Directors, action of February 2019, regarding CAMUTCD, City of Seal Beach, requesting an exemption from the applicable section of the code for golf carts and present to the next GRF Board Meeting;
- CONCURRED to recommend the GRF Board rescind the motion of August 28, 2018, for installation of main gate delineators.
- CONCURRED to request the Fleet Manager bring back a cost of fleet replacement and a timeline to the next scheduled meeting, in response of the Strategic Planning Ad Hoc correspondence;
- CONCURRED to request the Security Services Director to bring back a diagram of traffic flow at the front gate, and any and all additional costs we may have to bear; also the Security Services Director to confer with IT, to verify any and all infrastructure use is in place and bring this information to the next scheduled meeting;
- CONCURRED to request the Security Services Director present the new log recording/tracking shareholder lockouts data at the next meeting.

March 14, 2019, Communications Committee

- CONCURRED to request President Stone reach out to Ms. Gupton regarding re-working her letter to meet publication requirements (letter to the editor) and provide the Committee with an update on this matter at the next scheduled meeting;
- CONCURRED, at the recommendation of the Executive Director, to move forward with the new commission rate for a newly hired sales person.

February 15, 2019, Finance Committee

- MOVED to have the Purchasing Manager process via disposal, sale, or donation, the submitted surplus equipment. The Purchasing Manager was requested to outline issues and create the initial draft of a policy pertaining to the purchase and warehousing of non-inventory items under warranty;
- MOVED to recommend the GRF Board accept for audit, the financial statements for the month of February 2019, as presented by the Director of Finance and as reviewed by the Finance Committee;
- MOVED to recommend the GRF Board authorize the Finance Department to open an account in the name of the Golden Rain Foundation, to invest Reserve funds with the Shadden Group/Morgan Stanley as CDARs mature from First Foundation Bank;
- MOVED to recommend the GRF Board authorize the transfer of \$800,000 of reserve funds from First Foundation Bank to US Bank, following the maturity of a \$800,000 CDAR on April 4, 2019, for the purposes of maximizing insured funds and to invest with US Bancorp.;
- MOVED to recommend the GRF Board accept the final draft 2018 Golden Rain Foundation Financial Statements as of December 31, 2018, for the year then ended, and the proposed Independent Auditors' Report as submitted by CliftonLarsonAllen LLP, hereby accepting the above-mentioned Financial Statements and reports therein (Exhibit A), reflecting excess income of \$41,026;
- MOVED to recommend the GRF Board return the 2018 Excess Income to the Mutuals in accordance with Policy 5528-31, Refund of Excess Income.
- CONCURRED to request the Finance Director bring back more information on the discontinuation of lockbox services to the next scheduled meeting;
- MOVED to recommend the GRF Board allocate Capital funding, for Building Five Improvements, in an amount not to exceed \$17,223;
- MOVED to recommend the GRF Board allocate Capital funding, for the installation of an automatic entry door at the News Office, in an amount not to exceed \$3,626;
- MOVED to allocate non-budgeted Operating funding, for the Employee Recognition Wall Display, in an amount not to exceed \$3,000;
- MOVED to recommend the allocate Reserve funding, for Slurry Seal Coat and Crack Fill of Trust Streets, Phase One and Two, in an amount not to exceed \$300,000;
- MOVED to recommend the GRF Board allocate Reserve funding, for the removal and replacement of failing asphalt and concrete at the areas of Building Five Parking Lot, Clubhouse One Parking Lot, Fresh Meadows and Trust Property, adjacent to Mutual One in, an amount not to exceed \$69,516;
- MOVED to recommend the GRF Board allocate Capital funding, for Clubhouse Four Improvements in an amount not to exceed \$28,335;
- CONCURRED to request the Executive Director draft a letter to all Mutuals regarding moratorium, Non-budgeted expenses.

Financial Recap – February 2019

As of the two-month period ended February 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$145,033.

Major variances are:

Wages, Taxes & Benefits	120,310	Favorable: Wages \$28K; P/R Taxes \$8K; Workers' Comp \$4K; Group Ins \$13K; 401(k) Match \$5K
Temporary Agency Fees	(29,255)	Unfavorable: Temporary help for key positions.
Supplies	25,770	Favorable: Low requisitions in first quarter
Facilities Rentals & Maintenance	52,062	Favorable: \$25K Landscaping; \$22K Repairs & Maintenance
Rental Income	(81,674)	Unfavorable: Lower unit sales than planned
SRO Labor Recovery	37,486	Favorable: Recoveries exceeds budget

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,690,274	\$1,911,921	\$7,778,353	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,672,405	\$255,829	\$1,416,576	8

Total year-to-date approved unbudgeted operating expenses are \$5,000.

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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: RATIFY EMERGENCY REPLACEMENT, WATER HEATER, CLUBHOUSE FOUR
DATE: MARCH 2, 2019
CC: FILE

On March 1, 2019, the 250-gallon hot water heater located in front of Clubhouse Four (asset ID 332) incurred a substantial failure, requiring emergency actions to replace the water heater to maintain operations of Clubhouse Four, in accordance with Orange County Health Department regulations.

The emergency service expenses, including replacement of water heater and associate's materials and fittings was \$6,284 (see attachments).

I move to ratify the emergency actions and related Reserves expenditures, taken by the Executive Director, to replace the Clubhouse Four water heater, Reserve Asset ID 332.

\$GRF Service Maintenance Department Approximate Labor & Materials Cost

Date: 03-01-19
To: Mark Weaver, Facilities Director
From: Ruben G. Gonzalez, Facilities Manager
Subject: ESTIMATE
Location: Clubhouse 4

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.

Replace hot water heater in Clubhouse # 4

Water heater: \$6,034.00
Materials/fitings \$250.00

Total: \$6284.00

PRICE QUOTATION
GOLDEN WEST PIPE & SUPPLY
11700 WOODRUFF AVE
DOWNEY, CA 90241-5681

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Quote Date	Quote No.	Quote Expiration Date	Writer	Sism	WH	
02/27/19	30186	04/28/19	ML	ML	1	

Quoted To: LEIWOR
GOLDEN RAIN FOUND. LEISURE WLD
ATTN: ACCOUNTS PAYABLE
P.O. BOX 3519
SEAL BEACH, CA 90740

Ship To: LEIWOR
GOLDEN RAIN FOUND. LEISURE WLD
ATTN: ACCOUNTS PAYABLE
P.O. BOX 3519
SEAL BEACH, CA 90740

Quotation Note:
AARONH@LWSB.COM

Ln	Order Quant	EDP Code / Description	Net Price	UM	EXT Price
1	1	423850*1 RHEEM GNU100-250 HEATER	5600.000	EA	5600.00

Net Total \$5,600.00
Sales Tax (7.75%) 434.00
Quotation Total \$6,034.00



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

MEMO

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE (CF)
SUBJECT: NON-BUDGETED OPERATING FUNDS REQUEST - EMPLOYEE RECOGNITION DISPLAY
DATE: MARCH 26, 2019

At its regularly scheduled meeting on February 8, 2019, the Executive Committee (EC) duly moved and approved to recommend to the GRF Board of Directors approval of non-budgeted operational expense, in an amount not to exceed \$3,000, for the purchase of a wall plaque for an Employee Recognition Wall Display, pending final design approval by the ADRC, after review by the Finance Committee for funding.

At its regularly scheduled meeting on February 18, 2019, the Finance Committee indicated that there are sufficient non-budgeted Operating funds available for this expense.

At its regularly scheduled meeting on February 27, 2019, the Architectural Design and Review Committee approved the plaque selection (see below) to be placed in the Administration building, first floor.

(3" Cap letters, approximately 37.5" length)

Employee Spotlight



I move to approve non-budgeted Operating funding, cost center 20, Human Resources, not to exceed \$3,000, to purchase the materials for creating an Employee Recognition Display, as described above.



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 FEBRUARY FINANCIAL STATEMENTS
DATE: MARCH 26, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on March 18, 2019, the Committee, in accordance with Policy 5515-31 and all applicable sections of the civil code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the February 2019 financial statements for audit.

Our Director of Finance, Carolyn Miller will give a recap of the February 2019 financial statements. At the end of the report, a motion will be made to accept the February 2019 financial statements for audit.

I move that the GRF Board of Directors accept the February 2019 financial statements for audit.

Financial Recap – February 2019

As of the two-month period ended February 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$145,033.

Major variances are:

Wages, Taxes & Benefits	120,310	Favorable: Wages \$28K; P/R Taxes \$8K; Workers' Comp \$4K; Group Ins \$13K; 401(k) Match \$5K
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	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,690,274	\$1,911,921	\$7,778,353	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,672,405	\$255,829	\$1,416,576	8

Total year-to-date approved unbudgeted operating expenses are \$5,000.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	234,877	
1122000	Non-Restricted Funds	5,134	
	Receivables	591,936	
	Prepaid expenses	357,617	
	Inventory of maintenance supplies	<u>462,147</u>	
	Total Current Assets		1,651,711
	Designated deposits		
1211000	Contingency Operating Fund	470,000	
	Reserve Fund	9,690,274	
1212500	Capital Improvement Fund-GRF	<u>1,672,405</u>	
	Total designated deposits		11,832,679
	Notes Receivable		
1411000	Notes Receivable	<u>29,990</u>	
	Total Notes Receivable		29,990
	Fixed Assets		
	Land, Building, Furniture & Equipment	37,491,125	
	Less: Accumulated Dep'n	<u>(24,012,717)</u>	
	Net Fixed Assets		13,478,408
	Other Assets		<u> </u>
	Total Assets		<u><u>26,992,788</u></u>

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	329,821	
	Project Commitments	657,817	
	Prepaid Deposits	10,600	
	Accrued payroll & payroll taxes	420,625	
	Unearned Income	147,292	
	Accrued expenses	161,653	
	Accrued property taxes	74,119	
	Total Current Liabilites	1,801,927	
	Total Liabilities		1,801,927
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	700,000	
3212000	Reserve Equity	9,054,522	
3394000	Capital Fund Equity	1,639,441	
3310000	Beneficial Interest in Trust	11,679,972	
	Total Mutuals' Beneficial Interest		23,073,935
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	4,648,351	
	Total Paid-in-Capital		6,258,151
Excess Income			
	Current Year	(16,476)	
3910000	Excess Income / (Expense) Prior Year	41,026	
	Total Excess Income		24,550
3920000	Dep'n & Amortization		(4,165,776)
	Net Stockholders' Equity		25,190,861
	Total Liabilities & Stockholders' Equity		26,992,788

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended February 28, 2019

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2018	550,000	9,732,925	1,643,004.70	25,545	11,951,475
Funded: Assessments		208,333			208,333
Funded: Amenities Fees collected	(42)	67,478	67,478		134,955
Funded: M17 Lease Fees collected	(24)	5,700	5,700		11,400
Funded: Interest on Funds		8,629			8,629
Progress Payments on CIP					-
Expenditures		(83,516)	(43,777)		(127,293)
Commitments		(249,274)			(249,274)
Transfers to/from Funds	(80,000)			80,000	-
Interest Income Allocation					-
Net Monthly Activity				(100,411)	(100,411)
Balance 02/28/2019	470,000	9,690,274	1,672,405	5,134	11,837,814
 Net Activity	 (80,000)	 (42,651)	 29,401	 (20,411)	 (113,661)

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended February 28, 2019

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	240,011	244,226	(4,215)
Current Assets	13,484,390	13,363,172	121,218
Current Liabilities	1,801,927	1,722,571	79,356
Current Ratio	7.48	7.76	
Designated Deposits:	11,832,679	11,767,823	64,856
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,386,541	1,395,750	(9,209)	(0.66)
Expense	1,262,107	1,336,002	73,895	5.53
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	124,434	59,748	64,686	
Year To Date	Actual	Budget	Variance	%
Income	2,731,164	2,784,499	(53,335)	(1.92)
Expense	2,578,607	2,776,975	198,368	7.14
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	152,557	7,524	145,033	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2019
162.62	161.30	169.09



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: FUNDS TRANSFER REQUEST – RESERVE FUNDS
DATE: MARCH 26, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on March 18, 2019, the members discussed the liquid funds held in various financial institutions and noted a maturing CDAR that, at the time of maturity, will cause the total balances at that financial institution to exceed the FDIC insurance limit and therefore would not be in compliance with Policy 5520-31 – Reserves.

The Committee passed a motion to recommend the GRF Board authorize the transfer of \$800,000 of reserve funds, from First Foundation Bank to US Bank, following the maturity of a \$800,000 CDAR on April 4, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

I move to approve a transfer of \$800,000 of reserve funds, from First Foundation Bank to US Bank, following the maturity of a \$800,000 CDAR on April 4, 2019, for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE FINAL DRAFT 2018 AUDITED FINANCIAL STATEMENTS AND EXCESS INCOME DISTRIBUTION
DATE: MARCH 26, 2019
CC: FILE

At the regular scheduled meeting of the Finance Committee, the members reviewed the 2018 draft audited financial statements of the Golden Rain Foundation and the excess income reported herein. See Exhibit A. The Committee passed a motion to recommend the Board accept the 2018 audited financial statements and, pursuant to Policy 5528-31 – Refund of Excess Income, to distribute the entire amount of the excess income of \$41,026 to the Mutuals.

I move to accept the final draft 2018 Golden Rain Foundation Financial Statements as of December 31, 2018, for the year then ended, and the proposed Independent Auditors' Report, as submitted by CliftonLarsonAllen LLP, hereby accepting the above mentioned Financial Statements and reports therein (Exhibit A), reflecting excess income of \$41,026 to be distributed in its entirety to the Mutual Corporations, pursuant to Policy 5528-31, Refund of Excess Income, and to authorize the President to sign the management representation letter (Exhibit B).

Golden Rain Foundation and The Trust
Consolidated Financial Statements and
Supplementary Information
December 31, 2018 and 2017
(With Independent Auditors' Report Thereon)

DRAFT

INDEPENDENT AUDITORS' REPORT

The Board of Directors
Golden Rain Foundation
Seal Beach, California

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Golden Rain Foundation and the Trust (the "Foundation"), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of revenues and expenses by segment, changes in membership interest and trust equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Golden Rain Foundation and the Trust as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The by segment information on Consolidated Statement of Revenues and Expenses is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that information on future major repairs and replacements of common property on page 15 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

DRAFT

CliftonLarsonAllen LLP
Los Angeles, California
March xx, 2019

Golden Rain Foundation and the Trust
Exhibit A (Rev 3/21/2019 @ 11:00 am)
Consolidated Balance Sheets
December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Assets		
Current Assets:		
Cash and cash equivalents	\$ 176,977	\$ 443,825
Investments (Note 3)	25,545	922
Receivables	723,618	732,026
Inventory of maintenance supplies	378,235	410,764
Prepaid expenses (Note 2)	430,098	471,005
Total Current Assets	<u>1,734,473</u>	<u>2,058,542</u>
Designated Deposits (Note 3)	11,925,930	11,733,605
Notes Receivable		
Notes Receivable - Membership Fee	25,965	26,835
Community Facilities Held in Trust, net (Note 4)	<u>13,533,045</u>	<u>12,714,746</u>
Total Assets	<u>\$ 27,219,413</u>	<u>\$ 26,533,728</u>

See accompanying independent auditors' report.
The notes are an integral part of these consolidated financial statements.

Golden Rain Foundation and the Trust
Consolidated Balance Sheets
December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Liabilities and Equity		
Current Liabilities:		
Accounts payable	\$ 698,919	\$ 868,132
Accrued expenses	840,595	901,380
Unearned income	40,008	48,560
Accrued property tax	74,119	100,323
Project commitments (Note 2)	539,995	1,018,945
Prepaid deposits	10,850	9,450
Payable to Mutuals	6,966	-
Total Liabilities	<u>2,211,452</u>	<u>2,946,790</u>
Equity		
Equity in Contingency Operating Fund	700,000	500,000
Equity in Replacement Reserves	8,986,060	8,319,121
Equity in Capital Improvement Fund	1,588,700	1,585,193
Beneficial Interest in Trust Assets	11,565,577	9,719,868
Total Beneficial Interest in Trust	<u>22,840,337</u>	<u>20,124,182</u>
Membership Interest		
Membership certificates of 844 shares at \$200 par value, and 5,764 shares at \$250 par value, authorized, issued and outstanding	<u>1,609,800</u>	<u>1,609,800</u>
Additional paid in capital	<u>20,107,884</u>	<u>20,312,171</u>
Assets contributed to the Golden Rain Foundation Trust	<u>(15,459,532)</u>	<u>(15,444,532)</u>
Income before depreciation	<u>41,026</u>	<u>128,128</u>
Depreciation and amortization (Note 2)	<u>(4,131,554)</u>	<u>(3,142,811)</u>
Total Equity	<u>25,007,961</u>	<u>23,586,938</u>
Total Liabilities and Equity	<u>\$ 27,219,413</u>	<u>\$ 26,533,728</u>

See accompanying independent auditors' report.
The notes are an integral part of these consolidated financial statements.

Golden Rain Foundation and the Trust
Consolidated Statements of Revenues and Expenses By Segment
For the Years Ended December 31, 2018 and 2017

	Operations		Maintenance Services		Management Services		Golden Rain News		All Segments	
	2018	2017	2018	2017	2018	2017	2018	2017	2018	2017
Income:										
Net Billings from Mutuals	\$ 10,844,443	\$ 10,282,956	\$ 1,242,286	\$ 1,201,246	\$ 44,405	\$ 44,405	\$ 21,771	\$ (10,863)	\$ 12,152,905	\$ 11,517,744
Advertising Income	-	-	-	-	-	-	811,358	883,571	811,358	883,571
Rental - Onsite Sales Office	448,747	609,175	-	-	-	-	-	-	448,747	609,175
Rental - Health Care Center	582,648	564,000	-	-	-	-	-	-	582,648	564,000
Income From Superwire	79,923	88,951	-	-	-	-	-	-	79,923	88,951
Other Rental Income	58,816	19,809	-	-	-	-	-	-	58,816	19,809
Interest Income	83,819	38,883	-	-	-	-	-	-	83,819	38,883
Interest Income Allocation	(61,048)	(43,483)	-	-	-	-	-	-	(61,048)	(43,483)
SRO Labor Cost Recovery	-	-	1,430,875	1,423,636	-	-	-	-	1,430,875	1,423,636
Other Income	772,551	730,869	-	-	-	-	1,572	983	774,123	731,852
Sub-Total	12,809,899	12,291,160	2,673,161	2,624,882	44,405	44,405	834,701	873,691	16,362,166	15,834,138
Replacement Reserve Funding	(1,200,000)	(1,150,000)	-	-	-	-	-	-	(1,200,000)	(1,150,000)
Total Income	11,609,899	11,141,160	2,673,161	2,624,882	44,405	44,405	834,701	873,691	15,162,166	14,684,138
Operating Expenses:										
Salaries and Benefits (Note 6)	6,643,739	6,481,208	2,541,600	2,449,905	-	-	536,225	507,132	9,721,564	9,438,245
Materials and Supplies	437,432	507,955	72,918	68,106	-	-	250,208	248,078	760,558	824,139
Utilities and Trash Hauling	538,289	537,850	16,262	17,154	-	-	4,808	7,341	559,359	562,345
Insurance Premiums	445,086	489,603	-	-	-	-	16,576	16,350	461,662	505,953
Professional Services	396,012	416,101	-	-	-	-	8,401	9,857	404,413	425,958
Contract Services	180,537	169,746	1,627	2,290	-	-	134,622	127,046	316,786	299,082
Maintenance	1,749,765	1,742,098	36,256	26,741	44,405	44,405	11,207	8,525	1,841,633	1,821,769
Recreation - Entertainment	420,098	328,599	-	-	-	-	-	-	420,098	328,599
Permits and Licenses	40,275	28,932	290	-	-	-	-	-	40,565	28,932
Miscellaneous	488,758	279,647	102,091	31,473	-	-	3,653	9,868	594,502	320,988
Total Expenses	11,339,991	10,981,739	2,771,044	2,595,669	44,405	44,405	965,700	934,197	15,121,140	14,556,010
Excess Income (Loss) before Trust Assets Depreciation	269,908	159,421	(97,883)	29,213	-	-	(130,999)	(60,506)	41,026	128,128
Depreciation of Assets held in Trust	(968,144)	(902,937)	(15,484)	(13,994)	-	-	(5,115)	(5,492)	(988,743)	(922,423)
Net Income (Loss)	\$ (698,236)	\$ (743,516)	\$ (113,367)	\$ 15,219	\$ -	\$ -	\$ (136,114)	\$ (65,998)	\$ (947,717)	\$ (794,295)

See accompanying independent auditors' report.
The notes are an integral part of these consolidated financial statements.

Golden Rain Foundation and the Trust
Changes in Membership Interest and Trust Equity
For the Years Ended December 31, 2018 and 2017

	Membership Interest	Additional Net Paid-In Capital	Transfers to Trust	Total Mutuals' Beneficial Interest In Trust Assets	Excess Income Before Depreciation and Amortization	Accumulated Depreciation and Amortization	Total
Balance at January 1, 2017	\$ 1,609,800	\$ 20,311,887	\$ (15,444,532)	\$ 16,101,280	\$ 325,451	\$ (2,220,388)	\$ 20,683,498
Membership Fees	-	-	-	2,074,784	-	-	2,074,784
Fund Earnings (net of taxes)	-	284	-	43,199	-	-	43,483
Funding from Assessments	-	-	-	1,150,000	-	-	1,150,000
Expenditures from Equity Reserves	-	-	-	(2,038,952)	-	-	(2,038,952)
Trust Asset Additions	-	-	-	2,468,420	-	-	2,468,420
Transfers	-	-	-	325,451	(325,451)	-	-
Excess Income and Transfers over Direct Operating Expenses	-	-	-	-	128,128	-	128,128
Depreciation	-	-	-	-	-	(922,423)	(922,423)
Balance at December 31, 2017	1,609,800	20,312,171	(15,444,532)	20,124,182	128,128	(3,142,811)	23,586,938
Membership Fees	-	-	-	1,569,257	-	-	1,569,257
Fund Earnings (net of taxes)	-	-	-	61,048	-	-	61,048
Funding from Assessments	-	-	-	1,200,000	-	-	1,200,000
Expenditures from Equity Reserves	-	-	-	(2,174,859)	-	-	(2,174,859)
Trust Asset Additions	-	-	-	1,841,422	-	-	1,841,422
Transfers	-	(204,287)	-	204,287	-	-	-
Excess Income and Transfers over Direct Operating Expenses	-	-	-	-	41,026	-	41,026
Depreciation	-	-	-	-	-	(988,743)	(988,743)
Excess Income Allocation to the Mutuals	-	-	-	-	(128,128)	-	(128,128)
Donation	-	-	(15,000)	15,000	-	-	-
Balance at December 31, 2018	<u>\$ 1,609,800</u>	<u>\$ 20,107,884</u>	<u>\$ (15,459,532)</u>	<u>\$ 22,840,337</u>	<u>\$ 41,026</u>	<u>\$ (4,131,554)</u>	<u>\$ 25,007,961</u>

See accompanying independent auditors' report.
The notes are an integral part of these consolidated financial statements.

Golden Rain Foundation and The Trust
Consolidated Statements of Cash Flows
For the Years Ended December 31, 2018 and 2017

	2018	2017
Cash flows from operating activities:		
Net Income (Loss)	\$ (947,717)	\$ (794,295)
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities		
Depreciation	988,743	922,423
(Gain) on sale of investments	-	(177)
Decrease (increase) in other receivables and accrued interest	8,408	(123,004)
Decrease (increase) in inventory of maintenance supplies	32,529	(71,445)
Decrease (increase) in prepaid expenses	40,907	(39,569)
Decrease in notes receivable	870	5,461
(Decrease) increase in accounts payable	(169,213)	381,339
(Decrease) in project commitments	(478,950)	(69,505)
Increase in prepaid deposits	1,400	9,450
(Decrease) increase in accrued expenses	(52,767)	13,148
(Decrease) in unearned income	(8,552)	(15,238)
Increase in payable to mutuals	6,966	-
Net cash (used in) provided by operating activities	<u>(577,376)</u>	<u>218,588</u>
Cash flows from investing activities:		
Proceeds from the sale of investments	-	54,835
Purchases of the investments	-	(54,658)
Increase of investments and designated deposits	(216,948)	(1,312,391)
Proceeds from the sale of fixed assets	158	44
Acquisition of fixed assets (excluding construction in progress)	(1,844,106)	(1,656,628)
Change in construction in progress for community facilities	2,684	(338,377)
Net cash (used in) investing activities	<u>(2,058,212)</u>	<u>(3,307,175)</u>
Cash flows from financing activities:		
Transfers (to) from equity reserves	<u>2,368,740</u>	<u>3,224,321</u>
(Decrease) increase in cash and cash equivalents	(266,848)	135,734
Cash and equivalents at beginning of year	443,825	308,091
Cash and equivalents at end of year	<u>\$ 176,977</u>	<u>\$ 443,825</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for income taxes	<u>\$ -</u>	<u>\$ -</u>

See accompanying independent auditors' report.
The notes are an integral part of these consolidated financial statements.

Golden Rain Foundation and the Trust
Notes to Consolidated Financial Statements
December 31, 2018

(1) Nature of Operations

The Golden Rain Foundation (the "Foundation"), a Non Profit Mutual Benefit Corporation, operates and maintains the community facilities within a cooperative housing project consisting of 6,482 cooperative units and 126 condominium units known as Seal Beach Leisure World. The housing project is owned by sixteen corporations (the "Mutuals") whose stockholders are also members of the Foundation. The sole purpose for the existence of the Foundation is to provide management, accounting and maintenance services to the Mutuals and to care for the community facilities. The Foundation's Board of Directors (the "Board") consists of representatives from each of the Mutuals.

(2) Summary of Significant Accounting Policies

A. Basis of Presentation

The consolidated financial statements include the accounts of the Foundation and the Golden Rain Foundation Trust (the "Trust"). The Trust holds all the Community Facilities Held in Trust for the benefit of the Mutuals and is managed by the Foundation. The consolidated financial statements have been prepared on the accrual basis of accounting in accordance with the standards promulgated by the Financial Accounting Standards Board.

B. Transfer of Foundation Assets

Beginning with 2015, the Foundation's assets were transferred into the Trust and have been consolidated for financial reporting purposes. The intention of this change is to provide reporting that accurately represents the Foundation's operations. Prior to 2015, depreciation expense was incorporated in the annual operating budget. Consequently, the funding amount set aside for the replacement of fixed assets had been based on historical cost. Beginning in 2015, the Foundation established a replacement reserve fund (reserves) to finance future major repairs and replacements of major components and fixed assets. Funding is achieved through shareholder contributions through monthly assessments specifically designated for reserve funding as determined by the annual operating budget. The funding amount is based on current replacement cost. Consequently, the balance in depreciation and amortization in the equity component of these consolidated financial statements (page 4) is cumulative from year 2015 and forward.

C. Operating Costs

The Foundation is a non profit corporation and it is intended that all of its operating costs be recovered from the Mutuals. All operating costs are charged to the Mutuals by the Foundation in the year incurred. Budgeted costs are apportioned and billed monthly to the Mutuals on the basis of the number of units in each Mutual. Should the actual operating expenses exceed the actual operating income, the net excess expenses will be billed to the Mutuals based on the number of units per Mutual. Net excess income shall be eliminated in accordance with Foundation Policy 5528-31. Total consolidated operating income exceeded total operating costs by \$41,026 in 2018 and \$128,128 in 2017 (before Trust assets depreciation). Consolidated excess income before Trust assets depreciation for 2018 was \$269,908 for Trust operations and a net loss of (\$228,882) for Golden Rain Foundation operations.

In 2018, all of the 2017 consolidated excess income before Trust assets depreciation was transferred to the Mutual Corporation.

Golden Rain Foundation and the Trust
Notes to Consolidated Financial Statements
December 31, 2018

(2) Summary of Significant Accounting Policies (Continued)

D. Inventory of Maintenance Supplies

Inventory consists primarily of maintenance supplies to repair or replace property held by the Mutuals and the community facilities that the Trust holds for the Mutuals. Inventory is stated at cost, determined on a first-in, first-out basis, which approximates market value.

E. Prepaid expenses

Prepaid expenses include insurance premiums paid in advance for future period coverage of \$409,479.

F. Fixed Assets and Community Facilities

Fixed assets and community facilities held in trust by the Foundation are capitalized at cost and are being depreciated on a straight-line basis over their estimated useful lives, which range from 3 to 30 years.

G. Project Commitments

Project commitments represent outstanding balances due to contractors for reserve and replacement work or for capital improvement work that is in process or has been completed, but not paid in full as of the balance sheet date. The total cost of these project commitments have been reflected in the current year's reserve activities.

As of December 31, 2018, project commitments were \$539,995.

H. Future Major Repairs and Replacements

The Foundation's governing documents require that funds be set aside for the addition, replacement and repair of Trust property. The Foundation also maintains and funds reserves for disasters and for the cost of liability insurance deductibles. These reserves are reported on the accompanying consolidated balance sheets as Designated Deposits. Funds held on behalf of the Mutuals are offset by a liability to the Mutuals.

I. Statement of Cash Flows

For purposes of reporting cash flows, cash and cash equivalents include cash, demand and savings deposits in banks, and securities and certificates of deposit maturing within 90 days of the original purchase date. Amounts reported as deposits and investments designated for a specific purpose do not meet the definition of cash and cash equivalents.

J. Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These assumptions and estimates can affect the reported amounts of consolidated assets and liabilities, disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the amounts of changes in members' equity during the reporting period. Actual results could differ from those estimates.

Golden Rain Foundation and the Trust
Notes to Consolidated Financial Statements
December 31, 2018

(2) Summary of Significant Accounting Policies (Continued)

K. Concentration of Credit Risk

The Foundation's cash is maintained in two commercial banks. Cash maintained in US Bank consists of demand deposits and money market accounts. US Bank has a "Secured Deposit" program that provides insurance in excess of the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000. The Foundation's US Bank accounts are fully covered by this program. Cash maintained in First Foundation Bank consists of money market and Certificate of Deposit Account Registry ("CDAR") accounts. Cash in the money market account totals \$462,672 which exceeds the FDIC insured amount by \$212,672. Cash in CDAR accounts total \$4,350,000. CDAR funds are insured by the FDIC up to \$50 million.

L. Advertising

Advertising costs are charged to operations when incurred and are included in operating expenses. The Foundation did not incur any advertising expense for the years ended December 31, 2018 and 2017.

M. Income Taxes

For reporting purposes, the Foundation may file under the general corporation rules, which uses a graduated rate or under Internal Revenue Code Section 528 that provide for a single tax rate. The option that produces the most favorable return is the one ultimately selected for filing. Under both methodologies, the taxable income is based on nonmember income and interest from invested funds. Provision is made, if necessary, for any applicable tax liability.

The Foundation adopted the provisions of FASB ASC Number 740-10, Accounting for Uncertainty in Income Taxes. FASB ASC Number 740-10 changes the accounting for uncertainty in income taxes by creating a new framework for how organizations should recognize, measure, present and disclose uncertain tax positions in their financial statements. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax positions will more likely than not (>50%) be sustained upon the technical merits of the position. In accordance with FASB ASC Number 740-10, the Foundation adopted a policy to recognize penalties and interest resulting from these uncertainties in the period in which they are incurred as operating expenses.

The Foundation has analyzed tax positions taken for filing with the Internal Revenue Service and the California Franchise Tax Board. The Foundation believes that income tax filing positions will be sustained upon examination, and does not anticipate any adjustments that would result in a material adverse effect on the Foundation's financial condition, results of operation, or cash flows. Accordingly, the Foundation has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at December 31, 2018.

The Foundation is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Foundation believes it is no longer subject to Federal income tax examinations for the years prior to 2015, and to California tax examinations for the years prior to 2014.

N. Reclassifications

Certain accounts in the prior year consolidated financial statements have been reclassified for comparative purposes to confirm with the presentation in the current year consolidated financial statements.

Golden Rain Foundation and the Trust
Notes to Consolidated Financial Statements
December 31, 2018

(2) Summary of Significant Accounting Policies (Continued)

O. Subsequent Events

Date of Management's Review - Subsequent events have been evaluated through March , 2019 the date that these consolidated financial statements were available to be issued.

(3) Designated Deposits and Investments

Investments and deposits are recorded on the consolidated balance sheets at December 31, 2018 and 2017 as follows:

	<u>2018</u>	<u>2017</u>
Investments	\$ 25,545	\$ 922
Designated deposits and investments	11,925,930	11,733,605
	<u>\$ 11,951,475</u>	<u>\$ 11,734,527</u>

The Board, at its discretion, has designated resources to be set aside to provide for the activities indicated below. The cost of these designated deposits and investments at December 31, 2018 and 2017 are as follows:

	<u>2018</u>	<u>2017</u>
Contingency Operating Fund - Designated for unbudgeted or unanticipated events or shortfalls in anticipated revenues. Deposits to the Trust Contingency Operating Fund are made from excess income in accordance with Policy 5528-31.	\$ 550,000	\$ 500,000
Replacement Reserve Fund - Designated for future maintenance and replacement of major components/assets that the Foundation is required to maintain in accordance with California Civil Code. Use and expenditures of reserve funds are governed by Policy 5520-31. The Reserve fund is funded by contributions collected through monthly assessments and from a percentage of the Membership Fee and Renter Fee (Mutual 17 only) in accordance with Policy 5061-31. Additional funding may result through surplus operational funds from the preceding fiscal year in accordance with Policy 5528-31 and in accordance with the Civil Code.	9,732,925	9,385,260
Capital Improvement Fund - Designated for new purchases (not replacement) of equipment and/or assets upon Trust property or used in the maintenance of Trust property or in the performance of Foundation duties under the management agreement with the Mutual Corporations. The Capital Improvement fund is funded from a percentage of the Membership Fee and Renter Fee (Mutual 17 only) in accordance with Policy 5061-31.	1,643,005	1,644,058
Liability Insurance Deductible Fund - Designated for payment of the deductible portion of any liability claims and expenses that may occur as a result of a disaster not covered by insurance. Deposits to the liability insurance deductible and disaster fund are made from interest earned on that fund's investments less any applicable income taxes.	-	204,287
	<u>\$ 11,925,930</u>	<u>\$ 11,733,605</u>

Golden Rain Foundation and the Trust
Notes to Consolidated Financial Statements
December 31, 2018

(4) Community Facilities Held in Trust

Fixed assets, which are made up of property and equipment required to manage the Foundation's operations, also include the community facilities, including land parcels, utilities, streets, medical and recreational buildings which are held by the Trust for the benefit of the Mutuals.

A summary of the community facilities held by the Trust at December 31, 2018 and 2017 are as follows:

	<u>2018</u>	<u>2017</u>
Land	\$ 999,091	\$ 999,091
Infrastructure	15,769,688	14,450,461
Building and improvements	12,287,268	12,195,057
Fixtures and equipment	7,945,859	7,623,671
Sub-total	<u>37,001,906</u>	<u>35,268,280</u>
Less accumulated depreciation	(23,804,554)	(22,891,911)
Construction in progress	<u>335,693</u>	<u>338,377</u>
Community Facilities Held in Trust, net	<u>\$ 13,533,045</u>	<u>\$ 12,714,746</u>

Total community facilities represent amounts invested in the community facilities by the Mutuals, which are equal, except for Mutuals Nos. Sixteen and Seventeen, to values attributed to the community facilities by the Federal Housing Administration historically. The original contribution of Mutual Sixteen to the Trust was based on the cost of its off-site improvements and utilities, plus an allocated share of the cost of recreational and other community facilities. The original contribution of Mutual Seventeen to the Trust was based on its allocated share of the then current fair market value, as determined by the Foundation, attributed to the original community facilities purchased by that Mutual. The future interests of the Mutuals in the subsequent Trust additions have been allocated to each Mutual in proportion to the Mutual's number of units as compared to all units in the project.

(5) Employees' Retirement Plan

Effective January 1, 2000, the Employees' Retirement Plan was amended from a defined contribution money purchase plan to a 401(k) plan. Employees with 1,000 hours of service with the Foundation continue to be eligible. Participants are able to contribute from 1% to 100% of their compensation. Employer matching is 50% of the employees' contribution up to 8% of their compensation. The vesting period for the employer's match is set by statute at 100% after three years of service. Contributions made to the Plan by the Foundation amounted to \$129,416 and \$125,479 in 2018 and 2017, respectively.

Golden Rain Foundation and the Trust
Notes to Consolidated Financial Statements
December 31, 2018

(6) Commitments and Other Rental Activity**A. Commitments**

The Foundation has three operating lease agreements for equipment expiring February 2019, August and September 2022. Future minimum payments under these non-cancelable leases are as follows:

Year ending December 31:

2019	\$	29,790
2020		26,297
2021		26,297
2022		16,173
	\$	<u>98,557</u>

Rent expense under the operating lease was \$44,581 for the year ended December 31, 2018.

B. Other rental activity

The Foundation, as Trustee, rents the on-site real estate sales office to outside services. The tenant calculates income received from the lease of the on-site sales office at a fixed percentage of the total monthly sales income generated by the tenant. The minimum guaranteed payment to the Foundation is \$10,000 per month. The lease agreement expires on December 31, 2019. Either party can terminate the lease upon 180 days notice without penalty.

The Foundation, as Trustee, rents the health care center to OptumCare. Income received from the health care center is based on \$55,000 a month. The lease agreement expires on September 30, 2023. Either party can terminate the lease upon 180 days notice without penalty.

The Foundation, as Trustee, rents land or office space to various Foundation clubs and organizations, NuVision Credit Union, Superwire Telecom Inc. and Care Ambulance under separate agreements. The income received from the clubs and organizations, at \$1 per term, was \$9 for the year ending December 31, 2018. The leases expire at various dates, including one multiyear lease expiring July 26, 2021. The income received from NuVision Credit Union was \$18,000 for the same period. The lease agreement expires on November 7, 2022. The income received from Superwire Telecom Inc. was \$1,500 per month plus 5% of the gross revenues collected by Superwire Telecom Inc. from members of Leisure World, Seal Beach. This agreement expires on June 30, 2022. The income received from Care Ambulance was \$21,000 for the year. The lease agreement expires on May 31, 2020.

Future minimum rental income based on the existing leases is estimated as follows:

Year ending December 31:

2019	\$	852,001
2020		711,001
2021		696,000
2022		684,000
2023		495,000
	\$	<u>3,438,002</u>

Income received from the rental of community facilities was \$1,230,011 and \$1,330,892 in 2018 and 2017, respectively. The net book values of the resale office and health care center are \$35,278 and \$892,204, respectively.

Golden Rain Foundation and the Trust
Notes to Consolidated Financial Statements
December 31, 2018

(7) Related party transactions

The board of the Foundation consists of members that are also members of the Mutuals. A significant portion of the revenues are derived from assessments and other billings from the Mutuals.

At December 31, 2018, receivables from the Mutuals for services and various reimbursed expenses equal \$498,560, and payables to one of the Mutuals totals \$6,966.

(8) Contingencies

In November 2017, an employee class action wage hour complaint was served alleging various wage hour violations by the Foundation. Management believes the claims have little to no merit and has not recorded any liability related to the claims in the consolidated balance sheet. Mediation is tentatively scheduled for July 2019.

(9) Accounting Standard Changes

Management has completed its evaluation of the impact of adopting Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, on the Foundation's consolidated financial statements and internal revenue recognition policies. This revenue recognition standard prescribes a five step process to recognize revenue as an entity satisfies a performance obligation by transferring a promised good or service to a customer, which is when the customer obtains control of that good or service. Management has determined that the majority of the Foundation's revenue recognition policies will not be impacted or will be minimally impacted by the new standard as management did not identify separate performance obligations and the price of the contract is fixed and determinable. Management did identify advertising income from bundle packages as a revenue source that will be impacted by the new standard. Management will need to identify the different obligations performed within the package and will allocate pricing based upon the separate services provided.

Golden Rain Foundation and the Trust
 Supplementary Information Regarding Funds for Future Repairs
 (Unaudited)
 December 31, 2018

While preparing the annual operating budget, the Board reviews the conditions and assumptions regarding the common interest of the Foundation. This review consists of updating the replacement cost and remaining useful life of the Foundation's common interest property. This data is used to develop reserve requirements using the formula set forth in Civil Code 5570 (b) (4). Except as noted below the Board expects to finance all replacements through regular assessments to the shareholders. Accordingly, the Board does not plan any special assessments.

Fund	Estimated Remaining Life	Current Replacement Cost	Reserve Required	Balance Est Beg Bal	Annual Contribution	Per Unit Per Month
Replacement Reserves	1 - 30+	\$ 16,518,650	\$ 9,757,312	\$ 6,747,005	\$ 1,200,000	\$ 15.13

Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated required amount to be in the reserve fund, the projected fund balance of those years, taking into account only assessments approved and the other known revenues, and the percentage funded at the end of each of the next five years is:

Year	Required Funding	Projected Fund Bal.	% Funded
12/31/2019	\$ 9,047,485	\$ 6,103,933	67.50%
12/31/2020	\$ 10,046,791	\$ 7,150,118	71.20%
12/31/2021	\$ 9,022,878	\$ 6,210,256	68.80%
12/31/2022	\$ 8,034,286	\$ 5,330,979	66.40%
12/31/2023	\$ 9,089,644	\$ 6,467,452	71.20%

This financial representation set forth in this summary is based on the best estimates of the Board at this time and is further predicated on the Board maintaining the current Reserve Funding Plan.

See accompanying independent auditors' report.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

March 26, 2019

CliftonLarsonAllen LLP
1925 Century Park East, 16th Floor
Los Angeles, CA 90067

This representation letter is provided in connection with your audit of the consolidated financial statements of Golden Rain Foundation and the Trust (the "Foundation"), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of revenues and expenses by segment, changes in membership interest and trust equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements, for the purpose of expressing an opinion on whether the consolidated financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of March 26, 2019, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 1, 2018, for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. GAAP.
2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
5. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

6. All events occurring subsequent to the date of the consolidated financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
7. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the consolidated financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
9. Transfers and designations of fund balance and interfund borrowings were properly authorized and approved and have been properly reflected in the consolidated financial statements and disclosed to you.
10. Material concentrations have been properly disclosed in accordance with U.S. GAAP.
11. Guarantees, whether written or oral, under which the Foundation is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
12. Receivables recorded in the consolidated financial statements represent valid claims against debtors for assessments or other charges arising on or before the balance sheet date and have been reduced to their estimated net realizable value.

Information Provided

1. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the consolidated financial statements such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Foundation from whom you determined it necessary to obtain audit evidence.
2. All material transactions have been recorded in the accounting records and are reflected in the consolidated financial statements.
3. We have disclosed to you the results of our assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud.
4. We have no knowledge of any fraud or suspected fraud that affects the Foundation and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or

- c. Others when the fraud could have a material effect on the consolidated financial statements.
5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the Foundation's consolidated financial statements communicated by employees, former employees, analysts, regulators, or others.
 6. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing the consolidated financial statements.
 7. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the consolidated financial statements.
 8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
 9. We have disclosed to you the identity of the Foundation's related parties and all the related party relationships and transactions of which we are aware.
 10. The Trust has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
 11. The Board of Directors is collecting funds for future major repairs and replacements in conformity with Golden Rain Foundation's policy to fund for those needs based on a study disclosed in the supplementary information to the consolidated financial statements. The Board of Directors believes the funds will adequately provide for future major repairs and replacements.
 12. We understand that management is responsible for the Foundation's choice of filing Form 1120 and the consequences thereof.
 13. We acknowledge our responsibility for presenting the required supplementary information (RSI) about future major repairs and replacements required by the Financial Accounting Standards Board (FASB). The RSI is measured and presented within prescribed guidelines, and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
 14. We acknowledge our responsibility for presenting the RSI and the by segment information on the consolidated statements of revenues and expenses in accordance with U.S. GAAP, and we believe the RSI and the by segment information on the consolidated statements of revenues and expenses, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the RSI and the by segment information on the consolidated statement of revenues and expenses have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

15. The Foundation's allocation of expenses against membership and non-membership income conforms with IRS rules, which require that the allocation be made "on a reasonable basis." We have adequately documented such allocation.
16. The Foundation has excess membership income in the current year and, for tax purposes, has elected to either (a) offset it against next year's assessments or (b) refund it to the members. We have adequately documented such election in the current year.
17. Management has completed its evaluation of the impact of adopting Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, on the Foundation's consolidated financial statements and internal revenue recognition policies. This revenue recognition standard prescribes a five step process to recognize revenue as an entity satisfies a performance obligation by transferring a promised good or service to a customer, which is when the customer obtains control of that good or service. Management has determined that the majority of the Foundation's revenue recognition policies will not be impacted or will be minimally impacted by the new standard as management did not identify separate performance obligations and the price of the contract is fixed and determinable. Management did identify advertising income from bundle packages as a revenue source that will be impacted by the new standard. Management will need to identify the different obligations performed within the package and will allocate pricing based upon the separate services provided.

Signature: _____ Title: President, Golden Rain Foundation
Linda Stone

Signature: _____ Title: Executive Director, Golden Rain Foundation
Randy Ankeny

Signature: _____ Title: Director of Finance, Golden Rain Foundation
Carolyn Miller

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT
Golden Rain Foundation
Year Ended December 31, 2018

UNCORRECTED ADJUSTMENTS	Effect of misstatements on:			
Description	Assets	Liabilities	Equity	Net Income
To properly recognize Fixed Asset addition per invoiced amount, and related depreciation expense	\$ 13,399		\$ (13,743)	\$ 344
Projected error amount (from \$3,543 identified error) based on unaccrued liabilities error extrapolation		(34,064)		34,064
Subtotals	13,399	(34,064)	(13,743)	34,408
Income tax effect				
Net current year misstatements (Iron Curtain Method)	13,399	(34,064)	(13,743)	34,408
Net prior year misstatements	-	-		-
Combined current and prior year misstatements (Rollover Method)	\$ 13,399	\$ (34,064)	\$ (13,743)	\$ 34,408
Financial statement totals	<u>\$ 27,219,413</u>	<u>\$ (2,211,452)</u>	<u>\$ (25,007,961)</u>	<u>\$ 947,717</u>
Current year misstatement as a % of financial statement totals (Iron Curtain Method)	0.05%	1.54%	0.05%	3.63%
Current and prior year misstatement as a % of financial statement totals (Rollover Method)	0.05%	1.54%	0.05%	3.63%

INADEQUATE DISCLOSURES

Description	Amount (If Applicable)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: APPROVE INVESTMENT ADVISOR
DATE: MARCH 26, 2019
CC: FILE

During the month of March, members of the Finance Committee met with The Shadden Group, Graystone Consulting, a business of Morgan Stanley, to discuss providing investment advisory services to the Golden Rain Foundation with respect to Reserve and Capital funds. The Managing Director of Wealth Management and two Vice Presidents also spoke at two previous Finance Committee meetings to discuss investment alternatives.

At the regularly scheduled meeting of the Finance Committee on March 18, 2019, the Committee passed a motion to recommend the GRF Board of Directors authorize the Finance Department to open an account in the name of the Golden Rain Foundation with the Shadden Group/Morgan Stanley to invest reserve funds from CDARs held at First Foundation Bank, as they mature.

To authorize the Finance Department to open an account in the name of the Golden Rain Foundation with Morgan Stanley, as represented by the Shadden Group, to invest reserve funds from CDARs held at First Foundation Bank, as they mature.

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INTENTIONALLY



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND FORM 5-2115-4, COPY AND SUPPLY CENTER FEES
DATE: MARCH 12, 2019
CC: FILE

At its meeting on March 11, 2019, the Mutual Administration Committee requested Form 5-2115-4 be amended to include passport photos fees, at a cost of \$10, for two passport photos (no changes are needed to Policy 2115-44, Copy and Supply Center Business Services).

I move to amend Form 5-2115-4 to include passport photos fees, at a cost of \$10, for two passport photos.

WELCOME TO THE GRF COPY & SUPPLY BUSINESS CENTER

562-431-6586 ext. 345

Copy and Supply Center Fees

For your convenience, the GRF Copy & Supply Center is here to assist you in your copying needs.

Effective June 1, 2018, the charges for copy services are as follows:

<u>Type of Copies</u>	<u>Type of Paper</u>	<u>Cost</u>
Black & White	white, 8 1/2 x 11, 8 1/2 x 14, or 11 x 17	\$0.08 per page
	colored paper - in stock, limited variety	\$0.13 per page
Color	white, 8 1/2 x 11 or 8 1/2 x 14 only	\$0.13 per page

Other Services

Cost

Booklets are maximum 35 sheets of paper to produce 140 page booklet	\$ 5.00 per booklet
Booklet white, 8 1/2 x 11, folded, stapled, 4 images per page, max 140 pages	\$ 6.00 per booklet
Booklet white, 8 1/2 x 14, folded, stapled, 4 images per page, max 140 pages	\$ 7.00 per booklet
Booklet white, 11 x 17, folded, stapled, 4 images per page, max 140 pages	\$ 0.50 per sheet
Brochure white 8 1/2 x 11, tri-fold	\$ 0.02 per copy set
Stapled Copies	\$ 2.00 for up to 250 copies
Folding letters	\$ 3.00 for up to 500 copies
Notary Service: By Appointment (effective June 1, 2018) 562-431-6586 ext 345	\$15.00 per signature

Passport Photo Service

(effective April 1, 2019)

\$10.00 per two photos

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

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

Fees must be paid at the time of pick up.

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

Amended: 25 Sept 18



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND POLICY 1201-33, GRF IDENTIFICATION CARDS **(FINAL VOTE)**
DATE: MARCH 26, 2019

At its meeting on October 8, 2018, the Mutual Administration Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) amend Policy 1201-33, Photo Identification Cards.

At its meeting of October 23, 2018, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the November 2nd edition on the *Golden Rain News*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of Policy 1201-33, Photo Identification Cards, during the 30-day notification to the membership period.

At its meeting of December 18, 2018, the Board of Directors voted to refer the Policy back to the Mutual Administration Committee, for further review.

At its meeting on January 14, 2019, the Mutual Administration Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) further amend Policy 1201-33, Photo Identification Cards.

At its meeting of January 29, 2018, the Board of Directors voted to tentatively amend this policy, pending a 30-day notice period to Foundation members. The policy draft was published in the February 7, 2019 edition on the *Golden Rain News*. As in November 2018, members were welcomed to submit their comments or questions to the Board Office on this matter.

One item of correspondence was received, regarding amendment of Policy 1201-33, Photo Identification Cards, during the 30-day notification to the membership period.

I move to amend Policy 1201-33, Photo Identification Cards, changing the title of the policy to “GRF Identification Cards”, increasing the fee for second and subsequent losses of ID cards to \$50, removing the reference to Policy 1801-33, amending the term “renter” to “renter/tenant”, and stating that the non-surrender fee “may” be waived, rather than “will” be waived in the case of a deceased member.

COMMUNITY OPERATIONS**RESIDENT PARTICIPATION****AMEND****GRF Photo-Identification Cards**

1. ~~GRF~~ Photo-identification cards will be issued by the Stock Transfer Office with authorization from the Stock Transfer ~~Manager~~ Supervisor and/or the Executive Director. ~~GRF~~ Photo identification cards are for the use of residents only. Use by anyone other than the members, co-occupants, ~~renter~~ renter/tenants to whom the identification card is issued is strictly prohibited. The ID card will be renewed every five (5) years, upon the surrender of the old ID card. ~~GRF~~ Photo-identification cards will be issued to the following persons:

1- 1.1 All members of the Golden Rain Foundation as shown in the stock records of the Stock Transfer Office.

2- 1.2 Qualified Permanent Residents, as shown in the records of the Stock Transfer Office.

3- 1.3 Co-Occupants ~~as described in Policy 1801-333~~, who reside with resident stockholders as shown in the records of the Stock Transfer Office. When the status of a Co-Occupant ceases, the ~~photo~~ GRF identification card must be surrendered to the Stock Transfer Office.

4- 1.4 All approved lessees of Mutual No. Seventeen.

2. Upon the sale of the unit or the demise of a member, co-occupant, or ~~renter~~ renter/tenant, the ~~photo~~ GRF identification card shall be surrendered to the Stock Transfer Office. If the ID card is not surrendered, a fee of \$500 will be assessed against the unit. In the case of a deceased member, the fee may ~~will~~ be waived. When the Security Department retrieves a ~~photo~~ GRF identification card, for whatever reason, it shall be surrendered to the Stock Transfer Office immediately.

3. For lost or stolen ~~photo~~ GRF identification cards, members, co-occupants, or ~~renter~~ renter/tenants may obtain a replacement card by:

5- 3.1 Personally completing a "Certificate of Lost ID" form in the Stock Transfer Office.

6- 3.2 Paying a \$20 fee for the first ~~loss~~ replacement;

A 3.2.1. Subsequent ~~losses~~ replacements will be a \$50 fee each. The Mutual Board of Directors will be notified when a card is lost a third or subsequent time within 24 months of the first ~~loss~~ replacement;

B 3.2.2- The fee ~~will~~ may be waived if member, co-occupant, ~~renter~~ renter/tenant produces
(Sep 17)

COMMUNITY OPERATIONS**RESIDENT PARTICIPATION****AMEND****GRF Photo Identification Cards**

- a Police Report that can be verified by the Stock Transfer Office.

Waiving of fee or fees is at the sole discretion of the Finance Committee.

Policy

Adopted: 19 Sep 72
 Amended: 19 Dec 72
 Amended: 16 Apr 85
 Amended: 19 Dec 89
 Amended: 31 Jan 95 (Effective 2-1-95)
 Amended: 20 Feb 01
 Amended: 19 Nov 02
 Amended: 22 Jul 14
 Amended: 27 Dec 16
 Amended: 26 Sep 17

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Sep 17)



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST – RECONFIGURATION, BUILDING FIVE
DATE: MARCH 7, 2019
CC: FILE

The Physical Property Department was tasked with providing cost at Building Five for the improvements and enhancements to the Security Office and Copy & Supply Center. The scope of work includes installing a service counter for the issuance of decals, relocating the Director's office into the area formerly used by Counsel on Aging, and the expansion of the Copy & Supply Center where a display area will provide a showroom of standard appliances available to members (see exhibit A).

Cost was provided by Custom Glass for window and door installations and Service Maintenance provided an estimate for closing off a door and window, opening up the store front area in the Copy & Supply Center, installation of cabinets for the display area, modifications in the former Council on Aging area to accommodate Security, installation of LED lighting and T-bar ceiling and painting as needed. Cost for work stations in the proposed Security and Decal Center are proposed by Talimar. Costs are as follows:

Building 5 Reconfiguration

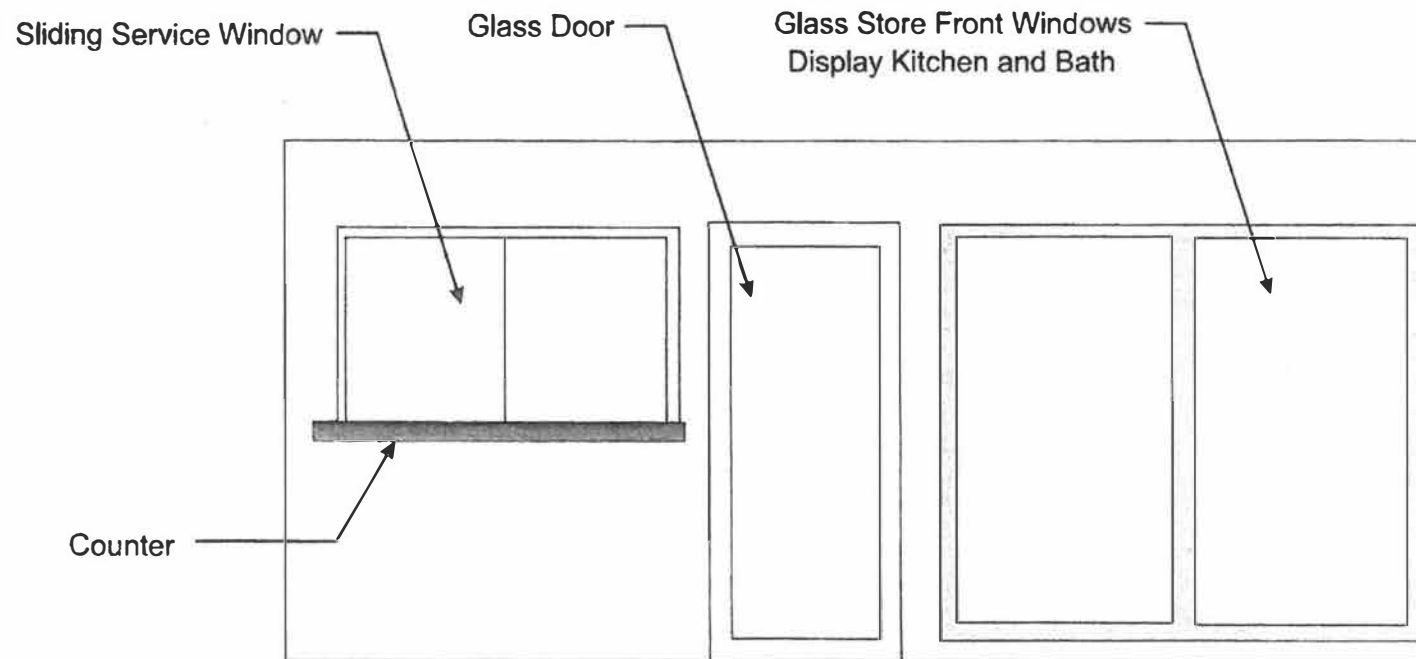
Service Maintenance	\$ 4,800
Custom Glass	\$ 4,925
Talimar	\$ 5,998
Contingency	\$ 1,500
Total cost	\$17,223

The Physical Property Committee, at its regularly scheduled meeting on March 6, 2019, reviewed the scope of work and contractors' costs and unanimously recommended the Board award contracts to Custom Glass for window and door installations, Talimar for work stations and the Service Maintenance Department to prep and finish the project as described above.

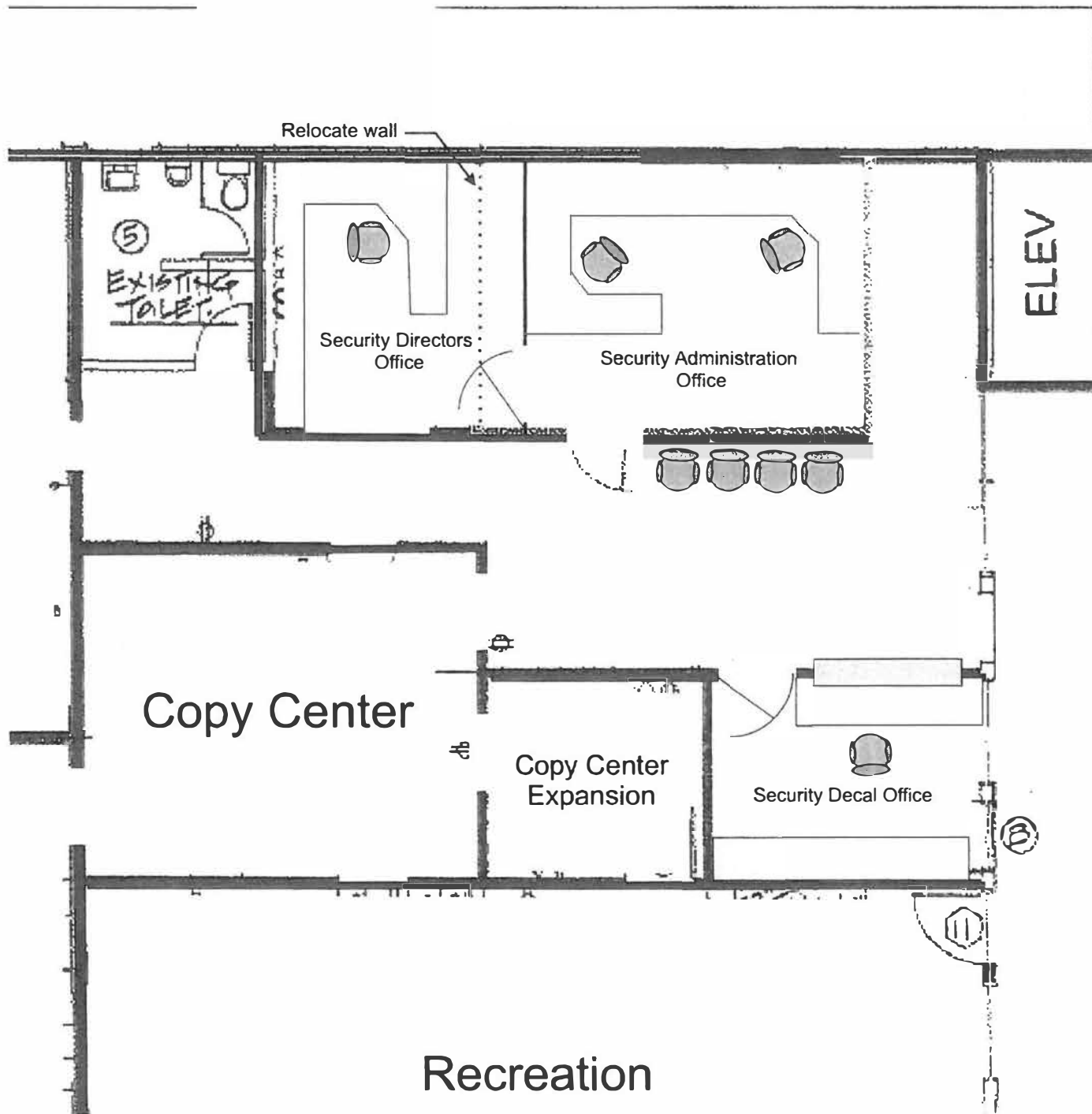
At its regular meeting on March 18, 2019, the Finance Committee reviewed available Capital funding for these projects and resolved funding is available.

I move to award a contract to Custom Glass, for the installation of doors and windows as proposed on estimate #11718, at a cost of \$4,925, and authorize the Service Maintenance Department, to prep and finish the project, as proposed on two estimates dated 2-4-19, for a cost of \$4,800, (materials) and Talimar for work stations, as proposed on estimate dated 3-1-2019, for cost of \$5,998, adding a contingency of \$1,500, for a total cost not to exceed \$17,223, and authorize the President to sign any contracts and the Physical Property Chair authorize any contingency funds.

Documentation for 10.e.i. - Reconfiguration,
Building Five



Building 5
Proposed Improvements



Custom Glass

10541 Chestnut St.
Los Alamitos, Ca. 90720
(562) 431-4740 Fax (562) 431-1076

Estimate

DATE	ESTIMATE...
1/22/2019	11718

NAME / ADDRESS
Golden Rain Foundation Seal Beach Leisure World P O Box 3519 Seal Beach, Ca. 90740

			PROJECT
QTY	DESCRIPTION	COST	TOTAL
	Estimated for 1 3/4" x 4" clear anodized storefront window wall & single 36" door 36" x 84" Standard entry door w/ overhead concealed closer, push /pull hardware, lock cylinder & indicator. Single glazed 1/4" tempered glass throughout 8'6" x 7'2" Storefront at Distribution office 3'0" x 7'2" Storefront door 4'0" x 3'0" Bi-pass office window w/ lock 3'0" x 7'0" Fixed window at exterior door (Single glazed 1/4" Graylite tempered glass) Includes material, tax, and labor to complete	4,925.00	4,925.00
		TOTAL	\$4,925.00

GRF Service Maintenance Department

Approximate Labor & Materials Cost

Date: 02-04-19

To: Mark Weaver, Facilities Director

From: Ruben G. Gonzalez, Facilities Manager

Subject: ESTIMATE

Location: Building Five Downstairs (New Security)

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. Close off Door and window, remove and re-frame 12' wall, repair T-bar, install new ceiling tiles, new LED panels, rearrange electrical and data, drywall path and paint

Materials: \$1,400.00

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)

GRF Service Maintenance Department

Approximate Labor & Materials Cost

Date: 02-04-19

To: Mark Weaver, Facilities Director

From: Ruben G. Gonzalez, Facilities Manager

Subject: ESTIMATE

Location: Building Five Downstairs (Old Security/New Decal Offices and Show Room)

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.

Close off door and window, remove 22' wall, install new beam, reframe new door and window, make opening for front glass, cut large opening for new show room, install cabinets and counter top for the new display room, rearrange electrical and data, install new LED panels and ceiling tiles, drywall patch and paint

Materials: \$3,400.00

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 - SECURITY OFFICE WORKSTATIONS PER PLAN - REVISED 03/01/2019

QUANTITY	PRODUCT DESCRIPTION	UNIT NET	EXTENDED NET
	OFFICE WORKSTATION SETUPS PER PLAN		
4	L & U SHAPED OFFICE DESK WORKSTATION SETUPS PER PLAN INCLUDING 47" HIGH PARTITIONS, BOX/BOX/FILE & FILE/FILE STORAGE PEDESTALS, 48" WIDE LOCKING OVERHEADS WITH TACKBOARDS AND ALL REQUIRED SUPPORTS & HARDWARE FABRICS & FINISHES: TO MATCH PREVIOUS INSTALLATIONS	\$ 1,291.55	\$ 5,166.20
		Total extended net price:	\$ 5,166.20
		Complete Freight/Delivery & Installation/Setup:	\$ 700.00
		Additional Discounting Provided:	\$ (300.00)
		Tax: 7.75%	\$ 431.38
		TOTAL:	\$ 5,997.58

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

Authorized by: _____ Date: _____

signature

print name



Golden Rain Foundation

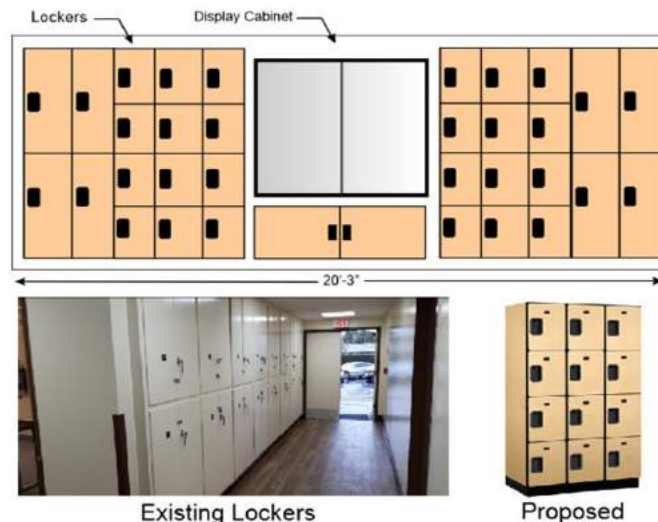
Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - CLUBHOUSE FOUR IMPROVEMENTS
DATE: MARCH 13, 2019
CC: FILE

The Physical Property Department was tasked with providing cost at Clubhouse Four for the removal and replacement of lockers in the hallway, installation of two display cases, and the replacement of two hallway side doors. Custom Glass provided a total cost of \$3,450 to replace both side doors. The Service Maintenance Department provided an estimate of \$15,900 to replace the lockers and install two display cabinets.



The Physical Property Committee, at its regular scheduled meeting on March 6, 2019, reviewed the scope of work, cost, adding a contingency of \$1,500, and unanimously recommended the Board award a contract to Custom Glass and approve Service Maintenance for these repairs/replacements, after review by the Finance Committee, for a total cost not to exceed \$20,850.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available Capital funding for this project, and resolved funding is available.

I move to award a contract to Custom Glass, for the replacement of two side doors in the Clubhouse Four hallway, at a cost of \$3,450, and approve the purchase and installation of lockers and display cabinets, through the Service Maintenance Department, for a cost of \$15,900, adding a contingency of \$1,500, for a total cost not to exceed \$20,850, Capital funding, and authorize the President to sign the contract and the Physical Property Chair authorize any contingency funds.

GRF Service Maintenance Department

Approximate Labor & Materials Cost

Date: 02-25-19

To: Mark Weaver

From: Ruben G. Gonzalez, Facilities Manager

Subject: ESTIMATE

Location: Club House 4

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.

Install new lockers and display cabinet with custom storage unit.

Material: 15,900.00

Total: 15,900.00

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)




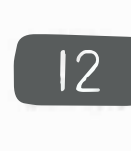
Notes: _____

Print Name: _____ Signature: _____

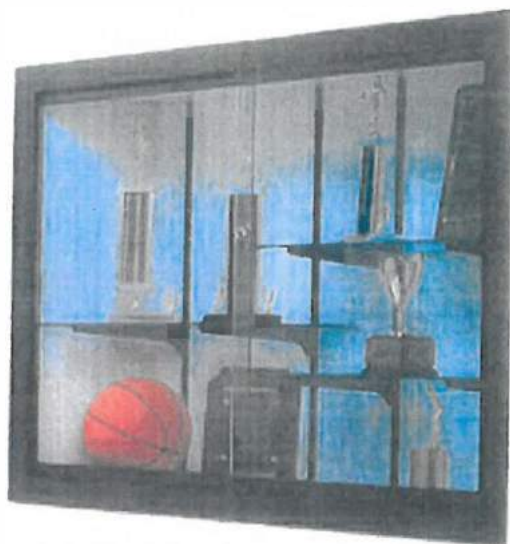
Telephone Number: _____

Mutual Number: _____
(If applicable)

cc: Supervisor
Department Manager
Executive Director (as needed)

Description	Unit Price	Quantity	Total	Edit
 15" Wide Double Tier Designer Wood Locker - 1 Wide - 6 Feet High - 24 Inches Deep - Gray Model: 22164GRY Color: Gray	\$400.00 \$340.00	8	\$2,720.00	Edit Item Remove
 15" Wide Four Tier Designer Wood Locker - 3 Wide - 6 Feet High - 24 Inches Deep - Gray Model: 24364GRY Color: Gray	\$1,230.00 \$1,230.00	4	\$4,920.00	Edit Item Remove
 Combination Lock - Built-In - for Designer Wood Locker Door Model: 22210	\$ 15.00	64	\$960.00	Edit Item Remove
 Custom Engraved Number Plate - for Designer Wood Locker Door Model: 22260 Text: 122 (2 sets)	\$3.00	64	\$192.00	Edit Item Remove

60"w x 48"h Harbor Recessed Wall Display Case



(Click Small Picture for Larger Version, Click Image to See Larger View.)

Sale Price: \$2,650.65

SKU: WD-14405



TRUCK SHIPPING REQUIRED

Shipping weight: 350 lbs.

We will email you the shipping cost for your approval before processing your order.

[Request a Shipping Cost Quote](#)

Usually Ships Out In:
2 Weeks

Want to use a purchase order?

[Click here to send your request.](#)

* [Aluminum Frame \(W2\)](#)

Dark Bronze (B. ▼

* [Case Back \(W7\)](#)

White Laminate ▼

Quantity: 1

[ADD TO CART](#)

Aluminum (Frame)



Case Back



Color Options

[Click Thumbnail to Expand Chart](#)

Description & Specifications

- Harbor Recessed Wall Display Case
- 60" wide x 48" high x 16" deep
- Aluminum frame: Satin or dark bronze
- Case back: White laminate or cork
- 4 adjustable half-shelves 12" deep with brackets
- Sliding 1/4" tempered glass door with lock
- 1/2" birch plywood veneer box
- Size reflects rough opening needed.
- Actual case will 1/2" smaller for presice fit

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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: RESERVE FUNDING REQUEST - SLURRY SEAL AND CRACK FILL, TRUST STREETS
DATE: MARCH 12, 2019
CC: FILE

Several Trust Property streets are scheduled for Slurry Seal Coat and Crack Fill; an RFP was sent to MJ Jurado to request cost and break down (see attached exhibit A) on the below list of streets under Phase One and Two. At the regularly scheduled meeting of the Physical Property Committee (PPC), on March 6, 2019, the Committee unanimously moved to request the GRF Board award a contract to MJ Jurado to complete Phase One and Two, for a total cost not to exceed \$300,000, pending review by the Finance Committee, and requests variance to Policy 5506-31, Request for Proposal:

2.3.1 Proposals in Excess of \$100,000

Except as otherwise provided in this policy, all proposals to award contracts in excess of \$100,000 shall call for sealed proposals unless authorized by committee and/or board.

All proposals for contracts where the estimated expenditure for construction work is in excess of \$100,000 shall include the cost for performance and completion bonds.

Note: Due to the addition of concrete on Weeburn, no slurry will be needed, and funding can be used as contingency funds.

Crack Fill and Seal Coat	
Phase 1	
Location	Square Footage
Golden Rain Rd.	330,000
Pelham	36,278
Danbury	28,152
Wentworth	9,800
Medinac	7,904
Total:	412,134
Phase 2	
Location	Square Footage
Monterey	58,140
Merion	45,192
Alderwood	33,600
Weeburn	12,600
Interlachen	53,720
Fresh Meadow	11,560
Cedar Crest	18,592
Thunderbird	61,620
Canoe Brook	40,040
Total:	335,064

At its regular meeting on March 18, 2019, the Finance Committee reviewed available funding for this Reserve project, and unanimously resolved funding is available.

I move to award a contract to MJ Jurado, to slurry seal and crack fill Phase One and Two of Trust Streets, and requests variance to Policy 5506-31, Request for Proposal, section 2.3, Proposals in Excess of \$100,000, for a cost not to exceed \$300,000, Reserve Funds, and authorize the President to sign the contract, and Physical Property Chair authorize any contingency funds.



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

Lic.# 987670

Proposal

Date	Estimate #
2/25/2019	17-0543

ATTN:

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

Project			
Description	Qty	Rate	Total
Phase 1 - Golden Rain Rd. Slurry Seal & Crackfill Includes Striping On Street Only . 2 Coats	330,000	0.40	132,000.00
Pelham Rd.	36,278	0.40	14,511.20
Danbury Rd.	28,152	0.40	11,260.80
Wentworth Rd.	9,800	0.40	3,920.00
Medinac Rd.	7,904	0.40	3,161.60
Phase 2 - Monterey Rd. Slurry Seal & Crackfill Includes Striping On Street Only . 2 Coats	58,140	0.40	23,256.00
Merion Rd.	45,192	0.40	18,076.80
Alderwood Rd.	33,600	0.40	13,440.00
Weeburn Rd.	12,600	0.40	5,040.00
Interlachen Rd.	53,720	0.40	21,488.00
Fresh Meadow Rd.	11,560	0.40	4,624.00
Cedar Crest Rd.	18,592	0.40	7,436.80
Thunderbird Rd.	61,620	0.40	24,648.00
Canoe Brook	40,400	0.40	16,160.00
<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			\$299,023.20

Approved By: _____

Date: _____

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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/OPERATING FUNDING REQUEST - AUTOMATIC DOOR OPENER, NEWS OFFICE
DATE: MARCH 12, 2019
CC: FILE

The Physical Property Department was tasked with providing cost for the installation of an automatic entry door at the News office. Cost was requested from two contractors, but only one bid was received. The cost to install a single surface Horton 4000 LE automatic swing door operator, from Axxess Door, is \$3,126. Staff recommends \$500 in contingencies.

At its regular meeting on March 18, 2019, the Physical Property Committee reviewed this project request, and unanimously resolved to recommend the GRF Board approve this request after review by the Finance Committee.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available funding for this project, and unanimously resolved funding is available.

I move to award a contract to Axxess Doors, for the installation of an automatic door opener at the News Office, for a cost not to exceed \$3,626, including \$500 contingencies, Capital/Operating funding, and authorize the President sign the contract.



AXXESS DOOR
COMMERCIAL SOLUTIONS
WWW.AXXESSDOOR.COM

AAADM CERTIFIED
Contr. Lic #999754 | DIR #100074272

Toll Free: (844) AXS-DOOR
Tel: 909-206-1400
Fax: 909-245-1080

ESTIMATE

Bill To:

Fatima Angeles
Leisure World
Attn: Accts Payable
P.O. Box 3519
Seal Beach, CA 90740

Job Site:

LW NEWS entry door. Single swing alum storefront
DkBz 3'x7' RHR (LH swing)
Leisure World
Attn: Accts Payable
P.O. Box 3519
Seal Beach, CA 90740

Date: 2-12-2019

Estimate #: 1649

Estimate Valid: 30 Days

Axxess Door is pleased to submit the following estimate for your approval consideration.

Inclusions:

LW NEWS ENTRY DOOR

Furnish/install 1 single surface applied Horton 4000LE automatic swing door operator in Dark Bronze finish with 2 wall mounted radio remote push plates.

Regular business hours.

110 V to door opening by others.

Terms and Conditions:

Customer agrees to the above listed scope of work for the below listed amount. A signed Estimate is required to save start dates and start work. Changes to any aspect of this Scope could impact cost and should be discussed, agreed upon, and signed off prior to initiating work.

Terms are Due on receipt.

Total: \$3,126.05

Please contact us with any questions or concerns.

Thanks,

Sales Team
Tel: 909-206-1400
Email: sales@axxessdoor.com

Signature

Date



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: RESERVE FUNDING REQUEST - REPLACEMENT ASPHALT/CONCRETE, TRUST PROPERTY
DATE: MARCH 13, 2019
CC: FILE

Due to above seasonal normal rainfall, asphalt failures have been noticed at the parking lots in front of Building Five, Clubhouse One and Fresh Meadows Lane requiring repair. The Physical Property Department was tasked with providing cost for the repair/replacement of the existing asphalt and concrete at these locations; furthermore, Mutual One is in the process of approving replacement of Mutual property sidewalks which are shared with Trust Property also in need of replacement (pending Mutual Approval).

Costs were obtained from MJ Jurado (see attached) for both asphalt and concrete replacement and are as follows:

- | | |
|---|----------|
| • Building Five, 2" grind and overlay | \$9,407 |
| • Clubhouse One, 2" grind and overlay | \$14,965 |
| • Fresh Meadow Lane, R/R with concrete | \$21,914 |
| • Trust Property adjacent to Mutual One (pending Mutual approval) | \$19,230 |

The Physical Property Committee, at its regular scheduled meeting on March 6, 2019, reviewed the scope of work, contractors' cost, adding a contingency of \$4,000, and unanimously recommended the Board award a contract to MJ Jurado for the repairs after review by the Finance Committee and requests variance to Policy 5506-31, Request for Proposal:

2.2 Proposals from \$25,000 to \$100,000

Proposals to award contracts where the estimated expenditure is greater than \$25,000 and less than \$100,000 shall call for written competitive proposals, either sealed or open.

At its regular meeting on March 18, 2019, the Finance Committee reviewed available Reserve funding for this project, and resolved funding is available.

I move to award a contract to MJ Jurado, for the repair and replacement of the existing asphalt at the Building Five and Clubhouse One locations, Fresh Meadow Lane area, and replace portions of Trust property in conjunction with the Mutual One project, pending Mutual approval, and request variance to Policy 5506-31, Request for Proposal, section 2.2, Proposals from \$25,000 to \$100,000, for a cost not to exceed \$ 69,516, including \$4,000 contingencies, and authorize the President to sign the contract and the Physical Property Chair authorize any contingency funds.



Nº 1943
BID PROPOSAL
and CONTRACT

726 S. Sherrill St., Anaheim, CA 92804
Tel: 714-397-0143 • Fax: 714-827-2110
State Contractor's License #987670 - A

Job #

Date 1/29/2019

Bid to GOLDEN RAIN FOUNDATION

Location GLUBHOUSE S-26
PARKING LOT

Owner/Dev

We promise to furnish you labor and materials as noted below at the unit prices shown for the construction of

Item No	Quantity	Type or description	Unit Price	Total
1812		2" GRIND & OVERLAY CRACKED FAILING AREAS.	4.75	8,607.00
		PAINT & RESTRIPE PARKING LOT.	L.S.	800.00
		* RECOMMEND GRIND & OVERLAY NOT SKIN PATCH		

PRICES BASED ON	SACK TYPE	CONCRETE	VALID TO
-----------------	-----------	----------	----------

TOTAL	9,407	00
-------	-------	----

ACCEPTED:

Buyer

Date _____

By MIKE JIMADO



General Engineering Contractor

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

Lic.# 950958
Lic.# 987670

Proposal

Date	Estimate #
2/10/2019	17-0534

ATTN:

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

Project			
C.H. 1 Parkinglot Asphalt/Concrete			
Description	Qty	Rate	Total
ClubHouse -1 Parking Lot Grind & Overlay 2" Includes Slurry Seal & ReStripe	4,100	3.65	14,965.00
Clubhouse -1 Concrete Option 2: Remove Existing Asphalt & Construct 6" Concrete With #4 Rebar 24" O.C. 4100 SF @ \$8.00 = \$32,800.00		0.00	0.00
*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.			
We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.		Total	
Michael J. Jurado		\$14,965.00	

Approved By: _____

Date: _____



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

Lic.# 987670

Proposal

Date	Estimate #
3/6/2019	17-0557

ATTN:

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

Project			
Fresh Meadow Street Improvement			
Description	Qty	Rate	Total
Remove & Replace Existing Flowlines & Construct New 3' Wide Flowlines with #4 Rebar .	67	55.00	3,685.00
Remove & Replace Existing Spandrels Both Sides Of Street . Construct 8" Thick Concrete With #4 Rebar .	2	3,600.00	7,200.00
Remove & Replace Existing Sidewalk Behind Spandrels	102	10.25	1,045.50
Remove Existing Asphalt Fresh Meadow Road & Construct New 8" Thick Concrete 560 C 3250 PSI With #4 Rebar 18" O.C.	1,024	9.75	9,984.00
<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. Michael J. Jurado</p>			
Total			\$21,914.50

Approved By: _____

Date: _____



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

Lic.# 987670

Proposal

Date	Estimate #
1/23/2019	17-0526

ATTN:

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

Project			
1/3 GRF 2/3 Mutual Sidewalks			
Description	Qty	Rate	Total
R&R Sidewalk - St Andrews & Golden Rain In Front Of Bus Stop . 21.5x6,60x6	489	10.25	5,012.25
R&R Sidewalk - ThunderBird Bldg. 44 29x6,22x6,16x6	402	10.25	4,120.50
R&R Sidewalk - By Hydraunt Bldg.53G ThunderBird 20x6	120	10.25	1,230.00
R&R Sidewalk - 60F Thunderbird 18x6 . 6x6	144	10.25	1,476.00
R&R Sidewalk - 68F Thunderbird 9x6	54	10.25	553.50
R&R Sidewalk - 70E Church PL. 5x6	30	10.25	307.50
R&R Sidewalk - 66F Parking Stall Area 12x6	72	10.25	738.00
R&R Sidewalk - 63G St. Andrews 8x6	48	10.25	492.00
R&R Sidewalk - 55G St. Andrews 55x6	330	10.25	3,382.50
R&R Sidewalk - 22F St. Andrews 58x6	348	10.25	3,567.00
R&R Sidewalk - 23G St. Andrews 5x6	30	10.25	307.50
R&R Sidewalk - 30F St. Andrews 133X6	798	10.25	8,179.50
R&R Sidewalk - 39G St Andrews 18x6	108	10.25	1,107.00
R&R Sidewalk - 42D St. Andrews 14x6	84	10.25	861.00
R&R Sidewalk - 36F Annadale 5x6	30	10.25	307.50
R&R Sidewalk - 33G Annadale 118x6	708	10.25	7,257.00
R&R Sidewalk - 22G & 21F Golden Rain Road 255x6	1,530	10.25	15,682.50
R&R Sidewalk - 10F Annadale 31x6	186	10.25	1,906.50
R&R Sidewalk - Carport 1 Golden Rain Rd. 5x6	30	10.25	307.50
R&R Sidewalk - Carport 7 Golden Rain Road 24x6	144	10.25	1,476.00
GRI Portion 1/3 = \$19,229.51	19,229.51		0.00
Mutual 1 2/3 = \$39,041.74	39,041.74		0.00
<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>			<p>Total \$58,271.25</p>

Approved By: _____

Date: _____



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: OPERATING FUNDING REQUEST - ELEVATOR MAINTENANCE SERVICE CONTRACTS
DATE: MARCH 12, 2019
CC: FILE

The Preventive Maintenance Elevator Service Contracts at Building 5, Clubhouse 6 and the Administration Buildings will soon expire. The Physical Property Department sent out a RFP for this service to three vendors; two bids were received, for a five-year contract, and are as follows:

	Per Month, for 3 elevators	Annually, for 3 elevators
ThyssenKrupp Elevator	\$ 690	\$8,280
Amthech Elevator Service	\$ 765	\$9,180
Performance Elevator Contractors	no bid	no bid

The current cost for this service, with ThyssenKrupp Elevator, is \$857 per month and is included in the 2019 budgets separately under cost centers 29, 55 and 56.

At the regular scheduled meeting of the Physical Property Committee (PPC), on March 6, 2019, the Committee unanimously moved to request the GRF Board award a contract to ThyssenKrupp Elevator.

I move to award a contract to ThyssenKrupp Elevator, to service and maintain elevators at Building 5, Clubhouse 6 and the Administration Building, for a five-year period, at an annual cost of \$8,280, and authorize the President to sign the contract.

Gold Service Agreement

Purchaser: Golden Rain Foundation
Po Box 3519
Seal Beach, CA 90740-7519

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
1601 S Sunkist St Ste A
Anaheim, CA 92806
Phone: 714-939-0888
Fax: 866-768-8620
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
1661 Golden Rain Rd Bldg C	1661 Golden Rain Rd	Dover	Hydraulic	113412	2
1661 Golden Rain Rd Bldg E	1661 Golden Rain Rd	Thyssen	Hydraulic	132659	2
13531 St Andrews Dr	13531 St Andrews Dr	Thyssen	Hydraulic	92581	2

ThyssenKrupp Elevator Americas



Gold Service Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - o Control and landing positioning systems
 - o Signal fixtures
 - o Machines, drives, motors, governors, sheaves, and wire ropes
 - o Power units, pumps, valves, and jacks
 - o Car and hoistway door operating devices and door protection equipment
 - o Loadweighers, car frames and platforms, and counterweights
 - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP). ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from MAX Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

Digital Customer Experience

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

☑ Service History Website:

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION,

Gold Service Agreement

MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

☒ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

Gold Service Agreement

ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:

Total number of elevators in Building : _____

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: () -

Phone # for Local Fire Department: () -

Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

☒ **Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Gold Service Agreement

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes

Elevator Maintenance Agreement

California License #651371

TK 11/11

Page 6 of 11

2019-358820 - ACIA-11Y6K7

Gold Service Agreement

payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms

Gold Service Agreement

of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

MAX Considerations: Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Gold Service Agreement

Price.

The price for the services as stated in this agreement shall be Six Hundred Ninety Dollars (\$690.00) per month, excluding taxes, payable Quarterly in advance.

Term

This agreement is effective for Sixty (60) month(s) starting 04/01/2019 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Twelve (12) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Twelve (12) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Pledge of Customer Satisfaction

ThyssenKrupp Elevator's top priority is the satisfaction of our customers. If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of thirty (30) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon thirty (30)

Gold Service Agreement

days prior written notice to ThyssenKrupp Elevator. Written notices shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Special Considerations

Fire Service Testing and Record Completion

ThyssenKrupp will test firefighters' service (Phase I & II) during each regularly scheduled service visit and will perform the required record keeping in accordance with California Administrative Code 3000 (h), ASME Rule 1206.7. You are responsible for maintaining long term storage of such records.

Alternate I

Perform monthly preventative maintenance visits. Price increased to \$825/month. Initial to Accept _____

Gold Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Golden Rain Foundation:	ThyssenKrupp Elevator Corporation Approval:
<p>By: _____ (Signature of ThyssenKrupp Elevator Representative)</p> <p>Justin Adamson Account Manager justin.adamson@thyssenkrupp.com</p> <p>_____ (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>Steven Ruge Sales Manager</p> <p>_____ (Date of Approval)</p>



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: RESERVE FUNDING REQUEST – REPLACEMENT OF BLINDS, CLUBHOUSE THREE
DATE: MARCH 7, 2019
CC: FILE

The Recreation Committee, at its meeting on March 4, 2019, approved the replacement of all the blinds in all the rooms in Clubhouse Three (with the exception of the sliding glass doors), using the same style of roller blinds used in the Clubhouse Three sewing room and other Clubhouses within the community, approved by the ADRC. The existing blinds used in Clubhouse Three need constant repairs by staff to replace the slats and the head rails are starting to require repairs also.

Coast Factory Blinds has provided a quote to complete the replacement of all the remaining window blinds in Clubhouse Three, in an amount not to exceed \$8,296.23.



At its March 18, 2019 meeting, the Finance Committee approved funding for the purchase and installation of new blinds, for Clubhouse Three, in an amount not to exceed \$8,296.23, Reserve funding.

I move to approve the purchase and installation of new blinds, from Coast Factory Blinds, in all the rooms in Clubhouse Three, in an amount not to exceed \$8,296.23, Reserve funding, and to authorize the President to sign any applicable contracts.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: OPERATING FUNDING REQUEST - JANITORIAL CONTRACT
DATE: MARCH 8, 2019
CC: FILE

The janitorial contract is expiring on April 30, 2019. The Recreation Department sent out the attached request for proposal (RFP) to eight contractors, and held a bidder's conference on February 8, 2019, with four bidders in attendance. At its March 4, 2019 meeting, the Recreation Committee reviewed the bids from four contractors as follows:

Company	Year 1	Year 2	Year 3	Totals
Commercial Cleaning Systems (CCS)	\$1,432,668	\$1,531,980	\$1,630,582	\$4,595,231.03
Difference ICS to CCS	-\$4,354	-\$1,795	-\$2,537	
Innovative Cleaning Systems (ICS)	\$1,428,314	\$1,530,185	\$1,628,045	\$4,586,544.00
Difference ICS to PT	-\$4,726	-\$4,615	-\$8,755	
Personal Touch (PT)	\$1,433,040	\$1,534,800	\$1,636,800	\$4,604,640.00

Following a discussion on the incumbent contractor's performance, the Committee unanimously agreed to recommend the Board award a contract to Innovative Cleaning Services, for a three-year term, in the amount of \$4,586,544.00, Operating funding.

I move to award a contract to Innovative Cleaning Services to provide community cleaning Services, for a cost not to exceed \$4,586,544.00, for a three-year period, Operating funding, and to authorize the President sign the contract.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE (VM)
SUBJECT: OPERATING FUNDING REQUEST – CONTRACT FOR EBOOK CONTENT, LIBRARY
DATE: MARCH 5, 2019
CC: FILE

At its regularly scheduled meeting on March 4, 2019, the Recreation Committee (RC) reviewed the addition of eBook content to the library catalogue. Staff recommended OverDrive, a content distribution service, to provide eBook content to the library catalog, at a cost not to exceed \$6,000, which had been budgeted for the project in 2019, Operating funding.

I move to recommend the GRF Board approve a contract with OverDrive, to add eBook content to the Library catalogue, at a cost not to exceed \$6,000, Operating funding budgeted in 2019, and authorize the GRF President to sign all applicable contracts.



Corporate Digital Library Order Form

Institution or Company Information				
Name of Institution or Company: Golden Rain Foundation				
Address:				
City/State/Zip Code:				
Primary Contact				
Name:		Title:		
Telephone:		Email:		
Accounting Information				
Name:		Title:		
Telephone:		Email:		
Bill To Address:				
City/State/Zip Code:				
Annual Fee (CAD)				
\$ 3,000 includes credit to be used for collection (\$2,000)				
Initial Term Length				
<input type="checkbox"/> One Year	<input type="checkbox"/> Two Years	<input type="checkbox"/> Three Years	<input type="checkbox"/> Four Years	<input type="checkbox"/> Five Years
Additional Amount to Place on Deposit for Future Digital Content Purchases				
<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$4,000	<input type="checkbox"/> \$8,000	<input type="checkbox"/> Other: \$_____

☐ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- Corporate Digital Library products and services are licensed pursuant to the OverDrive Corporate Digital Library Access Agreement, available at <http://www.overdrive.com/corpdli-aa.pdf>, the terms of which are incorporated herein and may be modified from time to time.
- The Annual Fee is non-refundable. The Annual Fee and any amounts placed on deposit for future Digital Content purchases will be invoiced upon receipt of signed order form.

Acknowledgement and Acceptance:

On behalf of my institution, my signature below indicates my agreement and acceptance of the OverDrive Corporate Digital Library Access Agreement, as well as my authority to enter into a legally binding agreement on behalf of my institution.

By (signature) _____ Title _____

Name (Print) _____ Date _____

Please complete this order form and return by fax to +1 216-573-6889 or email to sales@overdrive.com.

Corporate Digital Library features included with Annual Fee:

• Custom-branded website	Included
• Configuration and license fee	Included
• Annual collection credit based on tier	Included
• OverDrive Media Console™ software for audiobooks, music, video and eBook app	Included
• Reporting module	Included
• Staff training	Included
• Marketing material to help promote service	Included
• Upload, protect and share documents	Included
• Authentication options	Included
• Third-party licenses for digital rights management	Included
• Maintenance, hosting	Included
• Secondary user support	Included
• Bandwidth for all downloads	Included
• Updates of website	Included

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If you have any questions, please contact the OverDrive Sales team at +1 216-573-6886 or sales@overdrive.com.