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## Board of Directors

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### Agenda

Clubhouse Four  
Tuesday, July 23, 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) Health Care Advisory Board Update (pp. 1-8)
- 7) 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

- 8) Consent Calendar (pp. 9-10)
- 9) Approval of Minutes
  - a) June 25, 2019 (pp. 11-16)
- 10) Reports
  - a) Facilities and Amenities Review (FAR) Ad hoc Committee
  - b) Management Services Review Ad hoc Committee
  - c) Strategic Planning Ad hoc Committee
- 11) New Business
  - a) General
    - i) Establish Ad hoc Committee – Website Redesign (Ms. Stone, pp. 17-18)
    - ii) Approve Contract with Tahitian Herbal (Ms. Winkler, pp. 19-26)
    - iii) Approve July GRF Board Report (Ms. Isom, pp. 27-36)

b) Communications and ITS Committee

- i) Approve Business Use of Trust Property for Transportation Pick Up and Drop Off (Mr. Massetti, pp. 37-38)
- ii) Amend Policy 5050-34 – Digital Billboards (Mr. Pratt, pp. 39-42)
- iii) Use of LW Weekly for Printing of GRF Board Meeting Minutes (Ms. Isom, pp. 43-44)

c) Executive Committee

- i) Amend 30-5110-3, Executive Committee Charter (Ms. Findlay, pp. 45-48)
- ii) Approve Increase of GRF Entry Wages of \$13.25 to \$15.00 and Increase Wages for All Staff Earning Below \$15.00 to New GRF Entry Wage of \$15.00 (Mrs. Perrotti, pp. 49-50)
- iii) Approve Benefit Package Modification: Remove Eligibility of 401k match for Part Time New Hires, Effective September 1, 2019 (Ms. Rapp, pp. 51-52)
- iv) Approve Benefit Package Modification: Reduce 401k match to 1.5%, for All Eligible Employees, Effective Upon Notice Required by Law (Ms. Hopewell, pp. 53-54)

d) Facilities and Amenities Ad hoc Committee

- i) Amend 30-5175-3, Facilities and Amenities Review Ad hoc Committee Charter (Ms. Heinrichs, pp. 55-58)
- ii) TENTATIVE VOTE: Amend 70-1406-1, Limitations on Use and TENTATIVE VOTE: Amend 70-1406-2, Limitation of Use Fees (Mr. Friedman, pp. 59-74)

e) Finance Committee

- i) Accept Month of June Financial Statements for Audit (Ms. Winkler, pp. 75-80)
- ii) Funds Transfer Request – Reserves (Mr. Massetti, pp. 81-82)
- iii) CD Purchase Request – Reserves (Mr. Friedman, pp. 83-84)
- iv) Amend 40-5115-3, Finance Committee Charter (Mr. Dodero, pp. 85-88)

f) Governing Documents Committee

- i) Ratify New Power DMS Categories and Titles (Ms. Findlay, pp. 89-96)
- ii) Adopt Proposed GRF Governing Documents Format (Ms. St. Aubin, pp. 97-98)
- iii) Adopt 30-5180-3, Governing Documents Committee Charter (Ms. Snowden, pp. 99-102)

g) Physical Property Committee

- i) Reserve Funding Request – Heat Pumps, Clubhouse Two, Units #2 & #6 (Ms. Rapp., pp. 103-106)
- ii) Amend 60-5130-3, Physical Property Committee Charter (Ms. Fekjar, pp. 107-110)
- iii) Capital Funding Request – SCE Charge Ready Program/EV Charging Stations (Ms. Hopewell, pp. 111-116)
- iv) Reserve Funding Request – Replacement of Channel Fencing, Main Gate Entrance (Ms. Snowden, pp. 117-122)

h) Recreation Committee

- i) Adopt 70-1433-1, Trust Property Locker Rules and Regulations (Mrs. Perrotti, pp. 123-126)
- ii) Amend 70-1422-3, Marquee Usage (Ms. Rapp, pp. 127-130)
- iii) Amend 70-5135-3, Recreation Committee Charter (Ms. Heinrichs, pp. 131-132)

i) Security, Bus & Traffic Committee

- i) Amend 50-5145-3, Security, Bus & Traffic Committee Charter (Mr. Dodero, pp. 133-136)
- ii) Approve Request to Seal Beach Police Department for Traffic Enforcement on Trust Property (Mr. Pratt, p. 137)

12) Staff Reports

- i) Director of Finance's Report – Ms. Miller
- ii) Executive Director's Report – Mr. Ankeny

13) Board Member Comments

14) Next Meeting/Adjournment

Next regular GRF Board of Directors meeting, Tuesday, **August 27, 10:00 a.m.**, Clubhouse Four

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# Your Health Care Center, Your Way.

*Seal Beach Leisure World Health Care Center  
July 17, 2019 Update*

# Serving the Leisure World Community

Commitment to a best-in-class health care center providing exceptional patient experience

Shaping the Future of your HealthCare and Health Care Center

Guided by collaboration with community health advisory committee



*Modern HealthCare with Heart*

# Recent News

- New Nurse Practitioner, Sarah Yi
  - Korean-Speaking with experience in geriatrics and wound care
- Secured new onsite specialists in Dermatology and Orthopedics
- Lecture Series with Alzheimer's OC – June thru November
- Weekly articles in LW Weekly Health Section
- HVAC and Roof replaced
- Selection of new X-Ray to provide state-of-the-art equipment specifically designed for flexible access for patients
- Architects presenting space design plan options

# What's Coming Next

- New Geriatrician, Christopher Chung – beginning July
- New onsite Dermatology – beginning July
- New onsite Orthopedics – beginning August
- New onsite Chiropractic & Massage Therapy – being finalized
- Lecture Series with Alzheimer's OC – June thru November
- American Red Cross Blood Donor Drive -
- Flu Clinic – October
- **PLUS:** Approval of Space Design for Renovation

# Introducing Dr. Christopher Chung



**Christopher Sungmin Chung, MD**

Family Medicine, Geriatric Medicine  
Board Certified

## About Dr. Chung

As a geriatrician and specialist for older adults, I understand that every individual is unique and deserves a physician to appreciate all the physical, mental, spiritual, and cultural differences in every visit. I believe in delivering patient-centered, compassionate, and cost-effective medical care. I make it a priority to serve as a leader and advocate for my patients. My philosophy is to serve my patients with the utmost compassion and in the most effective and safest way I can while promoting the best quality of life possible.

## Highlights

### Languages spoken

- English
- Korean

### Medical school

- Loma Linda University

### Internship institute

- Kaiser Permanente Los Angeles Medical Center

### Residency institute

- Kaiser Permanente Los Angeles Medical Center

### Board certification

- Family Medicine, Geriatric Medicine

# Community Benefit Projects

## Discussing ideas with GRF Health Care Advisory Board

- Exercise and Physical Activity Program
- Mental Fitness Program
- Nutrition Program

# A Better Future Together!





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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 April and May 2019 Committee meetings:

- Minutes of the Facilities and Amenities Ad hoc Committee Board Meeting of April 26, 2019
- Minutes of the Recreation Committee Board Meeting of May 6, 2019
- Minutes of the Management Services Review Ad hoc Committee Board Meeting of May 7, 2019
- Minutes of the Executive Committee Board Meeting of May 10, 2019
- Minutes of the Special Security, Bus & Traffic Committee Board Meeting of May 24, 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  
June 25, 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 1:00 p.m., on Tuesday, June 25, 2019, in Clubhouse Four.

**PLEDGE OF ALLEGIANCE**

Sandra Massa-Lavitt, City of Seal Beach Council member, led the Pledge of Allegiance.

**ROLL CALL**

Following the roll call, the Corporate Secretary reported that Directors Perrotti, J. St. Aubin, Snowden, Pratt, L. Stone, Gerber, Thompson, Hopewell, Rapp, Fekjar, Doder, Winkler, Heinrichs, Lukoff, Findlay, Friedman, Isom, and Massetti were present. The Executive Director and the Director of Finance were also present.

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

**PRESIDENTS COMMENTS**

Welcome everyone and thank you for coming. Today's monthly meeting is the official start of the 2019-2020 term.

This coming Thursday marks the opening of the Summer Amphitheater Season beginning with Texas Tenors. Koffel's Food service will be on hand for their tri-tip BBQ at very reasonable prices.

Be sure to join us on July 4<sup>th</sup> at the Annual Independence Day festivities in Clubhouse 6 parking lot. There will be a Classic Car Show, Golf Cart Parade by Rollin' Thunder, entertainment, and delicious barbeque. Activities start at 10:00 a.m. Be sure to attend and celebrate the 4<sup>th</sup> with your Leisure World family. The GRF offices will be closed on the 4<sup>th</sup>.

Committee meetings will start with the Recreation Committee on Monday, July 1, at 1:00 p.m., in the Administration conference room. The next meeting is the Physical Properties Committee, on Wednesday, July 3rd. Some committee meeting schedules have been changed so be sure to check the LW Weekly for scheduling.

We have a busy year planned and I will keep you informed each month of upcoming plans. There will be three evening meetings: September, January and May. Again, there will also be several town hall meetings this coming year.

Please note that I will continue to register my vote on each issue of business brought before the Board. I believe that members deserve to know where I stand on an issue. I think it is important to know how each member of the board votes on every item of business. All decisions are decided by quorum of the eighteen member Board of Directors.

I would now like to welcome our newest Directors: JoAnn St. Aubin, Mutual One; William Thompson, Mutual Five and Nick Massetti, Mutual Seventeen.

And now to the important business at hand.

### **ANNOUNCEMENTS**

The GRF Board of Directors met in Executive Session on June 4, 2019 for a Special Meeting for the purpose of elections, and June 11, 2019 for the Annual Meeting and for a special meeting for the purpose of organization. The new officers are Linda Stone, President; Susan Hopewell, Vice President; Suzanne Fekjar, Corporate Secretary; and Ronde Winkler, Treasurer.

The GRF BOD will participate in a Board Planning Session on Thursday, June 27, from 8:30 a.m. until 4:00 p.m., at the Old Ranch Country Club and will hold an all-day Executive Session of the Board and training session on Friday, June 28, beginning at 9 a.m. in the Administration conference room.

### **SERVICE ANNIVERSARIES**

Four employees were recognized with a service award.

David Rudge	Physical Property	5 years
James Ament	Security	5 years
Lucita Cordero	Security	5 years
Christine Althenes	Transportation	5 years

### **SEAL BEACH COUNCIL MEMBER'S REPORT**

Seal Beach Councilmember Sandra Massa-Lavitt provided an update on the City of Seal Beach Council meeting.

### **HEALTH CARE CENTER ADVISORY BOARD UPDATE**

Ms. Brennan James, Chief Operating Officer of Monarch and Charity Kopp, Health Care Center Administrator, presented a report on the major projects and renovation at the Health Care Center.

### **SHAREHOLDER/MEMBER COMMENTS**

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

## Golden Rain Foundation Board Meeting Minutes, June 25, 2019

limits, per speaker, are limited to:

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

One member offered comments.

### **CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES**

No GRF Committees met in June to approve meeting minutes.

### **APPROVAL OF BOARD MEETING MINUTES**

The minutes of the May 28, the June 4, the June 11, and the June 18 meetings were approved, as presented.

### **REPORTS**

The Chair of the Facilities and Amenities Review (FAR) Ad hoc Committee invited the audience to attend the July meeting of the Ad hoc Committee.

The Chair of the Management Services Review Ad hoc Committee invited the audience to attend the July Ad hoc Committee.

The Chair of the Strategic Planning Ad hoc Committee invited the audience to attend the July Ad hoc Committee.

### **NEW BUSINESS**

#### **General**

#### **Amend Trust Property Landscape Contract**

It has been recommended to amend the Anguiano Lawn Care contract in order for the vendor to add one additional landscaping person to better serve the community and lessen the time needed to make the rotation. The cost for this addition is \$3,727 per month or \$44,720 for a twelve (12) month period. The 2019 approved budget reflects this addition (see positive variance for first quarter below). The contract terminates December 2020. Also attached is the 2019 ADRC Budget and contract costs from 2018-2020.

101	6475100	Landscape Maintenance-Contract	20,800	Favorable-budget has funding for extra landscaper not yet used
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At its regularly scheduled meeting on May 22, 2019, the Architectural Design and Review (ADR) Committee unanimously recommended the GRF Board approve the change order, at a cost not

**Golden Rain Foundation Board Meeting Minutes, June 25, 2019**

to exceed \$3,727 per month, or \$44,720 for a twelve (12) month period, using approved funds in the 2019 Operating budget.

Ms. Heinrichs MOVED, seconded by Ms. Fekjar-

**TO** amend the contract with Anguiano Lawn Care, in order for the vendor to add one (1) additional landscaping person to better serve the community and reduce the rotation time needed, for a cost not to exceed \$3,727 per month, or \$44,720 for a twelve (12) month period. Funding available in the 2019 Operating budget and authorize the ADR Committee Chair to sign the change order.

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

The motion was carried with two no votes (Dodero, Massetti).

Capital Funding Request – Dynamics: Additional Funding

During the build stage of the Dynamics software conversion project, additional customization not included in the original scope of the work identified while testing is deemed necessary to maintain integrity of the system and to provide enhanced reporting to the Mutual Corporations. Additional Capital funding of \$25,000 is requested to cover customizations.

Invoicing rules for Mutual billing	2,050
Custom report for Mutual invoices	4,510
Invoice templates to accommodate multi-company invoicing	5,330
Create an import file for year-end physical inventory cycle counts	2,460
Subtotal	<u>14,350</u>
Estimated cost of support to implement APIs	2,750
Estimated cost of support to SPO processing in Jenark	2,750
Other Contingencies	5,150
<b>Additional Capital Funding Requested</b>	<b><u>25,000</u></b>

Ms. Rapp MOVED, seconded by Ms. Winkler-

**TO** prove additional Capital funding of \$25,000, to the Dynamics software project, to support customization necessary to maintain integrity of the system and to provide enhanced reporting to the

Five Directors, the Director of Finance and the Executive Director spoke on the motion.

The motion was carried with one abstention (Friedman).

### **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**

Eighteen Board members spoke on the meeting proceedings.

### **ADJOURNMENT**

The meeting was adjourned was at 1:55 p.m.

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Suzanne Fekjar  
GRF Corporate Secretary  
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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** LINDA STONE, PRESIDENT  
**SUBJECT:** ESTABLISHMENT OF AD HOC COMMITTEE  
**DATE:** JULY 16, 2019  
**CC:** FILE

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There is a clear and present need to establish a Website Redesign Ad hoc Committee. The Committee will report to the Golden Rain Foundation (GRF) Board of Directors (BOD).

*Ad hoc Committees*

- a. Ad hoc committees are temporary committees established by the BOD to address a specific issue.*
- b. Ad hoc committees created for a specific purpose continue to exist until the duty assigned to them is accomplished. For example, a committee preparing recommendations for redecorating the lobbies would continue its work despite the election of a new board.*
- c. Once an assigned project has been completed, the committee automatically dissolves unless the board assigns additional projects to the committee.*
- d. Ad hoc committees have no power to make decisions.*

General function and requirement of the Committee:

- Establish general criteria for modifications/improvements to the existing GRF Website;
- Establish an RFP and seek proposals for professional website design services;
- Make a recommendation to the GRF Board on the selection of a website design service company; and
- Upon Board approval, work in conjunction with staff and the website design company to deliver a new GRF website.

At the end of the Committee's review, a final report will be given to the Board and the Committee will automatically dissolve. When the Board is given the final report, the Board will then determine what further steps to be taken, if any.

1<sup>st</sup> Motion

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII of the Bylaws of the Golden Rain Foundation, I MOVE to approve and thereby establish the Website Redesign Ad hoc Committee and grant to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy.

2<sup>nd</sup> Motion

In accordance with Article VIII of the Bylaws, Ad hoc Committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30. I MOVE to approve the appointment of Nick Massetti, Irma Heinrichs, Susan Hopewell, Leah Perrotti and Linda Stone to the Website Redesign Ad hoc Committee.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** RANDY ANKENY, EXECUTIVE DIRECTOR  
**SUBJECT:** APPROVE CONTRACT, TAHITIAN HERBAL, BUILDING 5 SPACE  
**DATE:** JULY 15, 2019  
**CC:** FILE

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Tahitian Herbal (CBD products) requests the use of 2- 3 square feet, within the first-floor lobby of Building 5, for the purpose of installing a vending machine to sell their products (Exhibit A). For the use of Trust Property, including electrical to power the vending machine and Wi-Fi access, Tahitian Herbal would provide a 20% commission on all products dispensed (Exhibit B, contract).

I move to approve the contract with Tahitian Herbal, for the limited use of Trust property within Building 5, for the sole purpose of installation of a vending machine, and authorize the President to sign the contract.

## Exhibit A



Unit measures 18.5" x 42" High x 13.1" deep and features a 24" touch screen to run promotional or product information and guides the users through the purchase process.

**Exhibit B**  
**Tahitian Herbal Location Agreement**

This **AGREEMENT** (the “**AGREEMENT**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between **Tahitian Herbal**, hereinafter “**COMPANY**” having its principal place of business at \_\_\_\_\_  
and \_\_\_\_\_ hereinafter “**LOCATION**”, whose principal  
business address is: \_\_\_\_\_  
collectively the “**PARTIES**”.

It is hereby agreed and understood by the **PARTIES** that upon executing this **AGREEMENT** the **COMPANY** is granted permission to install a vending machine hereinafter “Machine” at no cost to the **LOCATION** and **COMPANY** will use such machine to sell \_\_\_\_\_

**1.     PREMISES:**

1.1 Subject to the terms and conditions of this Agreement, Location hereby grants Tahitian Herbal the right to install, maintain, and operate the machine in or at each of the Location’s business locations listed below on item 1.7. Location also gives Tahitian Herbal the rights to:

- Perform site surveys at the Locations, which may include a site visit to assess the best possible site for the machine, interviews with the manager at the Location, and review of information provided by Location per Section 6;
- Display on the machines video screen, advertisements, self-promotional advertisements for Tahitian Herbal or Location, and other paid or non-paid informational content.

Place Tahitian Herbal “demo staff” at the Location to promote the machine and products,

- 1.2 Location will make available at their business, a site for the machine that is readily accessible to all of the Location’s visitors and presents the best chance for maximum usage, as agreed by the parties. Location will provide electrical connectivity at the site. Location will also provide an internet connection (where possible).

1.3 Tahitian Herbal will use commercially reasonable efforts to install machines in each Location, subject to its satisfactory site survey. Tahitian Herbal will have no obligation to install a machine at a Location where it cannot be lawfully installed without significant alteration or expense. Once the site of a machine within a Location has been established it cannot be moved without the written consent of both parties. If either party believes that a machine's placement is not effective, both parties will work together in good faith to improve the machine's performance.

1.4 Location management agrees that offering CBD is an important benefit with a wide range of positive outcomes. Accordingly, Location agrees to promote use of the machine, through generally accepted methods, which may include internal company newsletters, emails, posters or signage in break rooms, and announcements.. Location will designate an employee to serve as the contact person to meet with Tahitian Herbal periodically to review, plan, and execute ongoing operational and marketing initiatives.

1.5 If Location decides to close, sell, or transfer its rights in any Location ("Closed Location"), Location will provide Tahitian Herbal with at least 30 days prior written notice and the Closed Location will cease to be subject to this Agreement. If it will be a Closed Location only temporarily or company is moving to another building, the parties will find a new site within the new Location after reopening or moving is complete.

1.6 If a machine suffers material vandalism, the parties will confer in good faith to determine whether to remove or relocate the machine at Tahitian Herbal expense, or, if appropriate, make other adjustments provided that Tahitian Herbal retains the final decision whether to remove the machine.

1.7 Tahitian Herbal is responsible for complying with all local licensing requirements for business operations, including applicable permits and any legal requirements affecting its placement of the machine at the Locations. Location will advise Tahitian Herbal of any such requirements of which it is aware.

The location(s) for installation: \_\_\_\_\_

2. **TERM:**

This Agreement will continue in effect for 2 years from its Effective Date (the "Initial Term") subject to earlier termination pursuant to Section 4. Following the Initial Term, this Agreement will automatically renew for successive one year terms ("Renewal Term(s)") unless either party gives the other written notice of nonrenewal at least 90 days prior to the start of the applicable Renewal Term.

3. **COMPENSATION:**

Tahitian Herbal will pay Location 20% of the Gross Revenues generated by each machine in each calendar month starting with the first full month after the machine has been in operation. Location reserves the option to not receive the payment, and instead, provide a 20% discount on all items sold in the machine. If the later is elected, then Tahitian Herbal will show that the Location has contributed to lowering



the price of each item, by displaying the discount on the Touch Screen Checkout Screen. Payments of such amounts will be made monthly, and no later than the 15<sup>th</sup> day of the month following any period, along with a report of the revenues generated per machine.

4. **TERMINATION:**

This Agreement shall terminate upon the happening of any of the following events:

- (a) Upon the failure of **COMPANY** to renew this **AGREEMENT** or failure of **COMPANY** to exercise any option to extend this **AGREEMENT**;
- (b) **LOCATION'S** premises closes temporarily for a period exceeding 30 days or closes permanently for business;
- (c) **COMPANY or LOCATION** shall have the right to cancel this **AGREEMENT** upon 30 day notice **or**,
- (d) In the event that any action by federal, state or local government prohibits or restricts the subject matter, **COMPANY** shall have the right to cancel this **AGREEMENT** without penalty, as of the effective date of the restriction or prohibition.
- (e) Immediately, if the other party: (a) becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; (b) makes an assignment for the benefit of its creditors; (c) files or has filed against it, voluntarily or involuntarily, a petition under the United States Bankruptcy Code or any successor statute unless the petition is stayed or discharged within 90 days; or (d) has a receiver appointed with respect to all or substantially all of its assets.
- (f) Tahitian Herbal will remove all machines from the Location within 30 days following the termination or expiration of this Agreement.

5. **TRANSFERS:**

By **LOCATION**:

In the event of a transfer of ownership or management by **LOCATION** to a new owner or new management, a thirty-day written notification shall be given prior to the subject transfer to **COMPANY** with written acceptance of this **AGREEMENT** by the new owner or new management.

By **COMPANY**:

**Tahitian Herbal** may sell, assign or transfer all or part of **Company's** right's, title and interest in this **AGREEMENT**, its option to extend or modification thereof with a prior thirty-day notice to **LOCATION**.

6. **DUTIES:**

**Location:**

Keep the areas surrounding the machine and the route to the machine clear of any obstacles that could hinder access or use of the machine;  
Provide Tahitian Herbal, its approved subcontractors, representatives, and agents, with reasonable access to each pavilion during Location's normal business hours for the purposes of carrying out Tahitian Herbal obligations and will maintain, at all times, a safe and secure workspace;

Reasonably assist Tahitian Herbal in the resolution of customer service and support matters by answering questions from employees or consumers; directing said employees and consumers to Tahitian Herbal customer service access number; promptly notifying Tahitian Herbal whenever Location becomes aware that the machine is inoperable; and providing such other support as Tahitian Herbal may reasonably request;

**TAHITIAN HERBAL:**

Be responsible for the installation, maintenance, operation, and removal of the machine from the Location, including payment of any related thirdparty fees or charges;

Provide all customer service and support for the machines. A toll-free number and an email address for Tahitian Herbal for customer service questions will be displayed on each machine.

Maintain commercial general liability insurance with limits of not less than \$1,000,000.00.

**7. CONFIDENTIALITY**

7.1 Confidential Information" means trade secrets and any other nonpublic or proprietary information disclosed by one party to the other, related to this Agreement. Confidential Information disclosed in documents or other tangible form must be marked as confidential at the time of disclosure. Confidential Information in oral or other intangible form must be identified as confidential at the time of disclosure. Software in human-readable form (e.g., source code), and the parties' data values will be considered Confidential Information whether or not marked as such. Confidential Information does not include information that is or becomes available without restriction to the recipient or another through no wrongful act by the recipient.

7.2 "Personal Information" means any information by which specific individuals can be identified or information relating to an identified or identifiable natural person (including, without limitation, names, addresses, credit card numbers, account numbers, specific items rented or sold, and also quantities rented or purchased by Customers and aggregate Customer and/or rental or sale information if any individual person can be identified from such information).

7.3 Each party will use reasonable efforts to prevent the disclosure of the other's Confidential Information to third parties and employees who do not have a need to know the Confidential Information but may disclose it to the extent compelled by process of law. Unless expressly stated otherwise in this Agreement, all Confidential Information remains the disclosing party's property. Upon the disclosing party's request, all Confidential Information will be destroyed or returned to the disclosing party, less a single archival copy.

Each party will comply with all applicable federal, state and local laws and regulations governing the use, protection, and disclosure of Personal Information. Confidentiality obligations hereunder will end three years after the date of first disclosure, except that those with respect to software in human readable form and Personal Information will continue indefinitely.

7.4 Either party may disclose Confidential Information to its affiliates and to its subcontractor employees who agree to confidentiality obligations consistent with this Agreement.

**8. ADVERTISERS:**

**COMPANY** shall only display advertising allowed by City, County, State or Federal codes and regulation.

**9.**

**REPRESENTATION & WARRANTIES:**

Each party represents to the other that it has full capacity, power, and authority to enter into, execute, deliver, and perform this Agreement and that



it will perform its obligations under this Agreement in a professional and workmanlike manner consistent with generally accepted industry standards.

9.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, TAHITIAN HERBAL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9.2 **Indemnification.** Subject to the limitations in Section 9.3, Tahitian Herbal will, at its expense, defend, indemnify, and hold Location harmless from any third-party suit brought against Location to the extent that such a suit (a) arises out of Tahitian Herbal installation, operation, repair, or de-installation of the machines; or (b) alleges the machine or its use infringes a patent, copyright, or trade secret, except to the extent any such suit arises out of Location's negligence or willful misconduct, and in either case, Tahitian Herbal will pay all costs and damages finally awarded in connection with claims covered by this section (a "Covered Claim"). Location must promptly notify Tahitian Herbal of the claim for it to be a Covered Claim and must give Tahitian Herbal reasonably requested information and cooperation, and sole control and authority, to be exercised in Tahitian Herbal sole discretion, to defend or settle any Covered Claim, except that Tahitian Herbal will obtain Location's approval before agreeing to a settlement that would impose a finding of fault or financial obligation on Location.

Location may engage separate counsel of its choosing at its expense, for purposes of conferring with Tahitian Herbal counsel with respect to the defense of any Covered Claim. If Tahitian Herbal is unable to reasonably secure the right to continue to operate the machines at the Location on terms acceptable to Tahitian Herbal in its sole discretion, Tahitian Herbal may remove the machines from the Location without any liability other than the indemnification provided in this Section.

### 9.3 Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, FOR LOSS OF TIME, OPPORTUNITY, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE.

In addition, neither party will be cumulatively liable for breach of this Agreement (other than Sections 9.2 or 7) in any amount in excess of twenty thousand dollars.

9.4 EACH CLAUSE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE OF THIS SECTION AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY

FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR ANY  
TERMINATION OF THIS AGREEMENT..

10.

**ARBITRATION:**

In the event the **PARTIES** have a dispute they shall agree to binding arbitration to resolve the matter and shall limit any award to actual cost and monetary loss. If any litigation is commenced concerning the nature and enforcement of this **AGREEMENT**, or the rights and duties of either party in relation to the signage or to this **AGREEMENT**, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorney's fees in that litigation.

11.

**ENFORCEMENT:**

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of California without reference to its conflict of law principles.

**LOCATION** agrees to give exclusivity to Company for any and all food, beverage and snack distribution or vending for the duration of the agreement.

12.

**ENTIRE AGREEMENT:**

This **AGREEMENT**, when signed, and acknowledged shall constitute entire AGREEMENT unless modified in writing and signed by both parties. Neither party has made, or relied on any representation, stipulations, nor agreements other than those expressly contained in this **AGREEMENT**.

\_\_\_\_\_  
**LOCATION**

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**AGENT**

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**Authorized Signatory**

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**Date:** \_\_\_\_\_



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** RANDY ANKENY, EXECUTIVE DIRECTOR  
**SUBJECT:** APPROVE JULY GRF BOARD REPORT  
**DATE:** JULY 16, 2019  
**CC:** FILE

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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 July 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.



May 28, 2019



Approved Minutes

MOVED and duly approved the minutes of the April 23, 2019 Golden Rain Foundation (GRF) Board of Directors (BOD) meeting were approved, as presented.

General – Adopt Policy 20-2841-2, Graphic Design Services (FINAL VOTE)

MOVED and duly approved to adopt 20-2841-2 Graphic Design Services, as presented.

General – Approve April GRF Board Report

MOVED and duly approved the April GRF Board Report, as amended.

General – Amend Telecommunications Services Agreement

MOVED and duly approved the Addendum to the Telecommunications Services Agreement between the Golden Rain Foundation, Seal Beach and Superwire Telecom Inc., amending telephony services from the terms and conditions, and authorize the President to sign the agreement.

General – Ratification of Emergency Session of the GRF Board of Directors re: Off-Property Bus Service

MOVED and duly approved to ratify the GRF Board's emergency action of May 10, 2019, of the cancelation of GRF Transportation Department's off-property bus services.

MOVED and duly approved to assign to the Security, Bus & Traffic Committee, in July, to seek alternative options to the off-property bus services and direct staff to begin the investigative process.

Architectural Design & Review Committee (ADRC) – Reserve Funding Request – Landscape Replacement, Health Care Center, Clubhouse Six and Administration Parking Lot

MOVED and duly approved to award a contract to Anguiano Lawn Care to replant the five islands in the Health Care Center and Clubhouse Six parking lot, at a cost not to exceed \$8,383, Reserve funding, and to authorize the President to sign the contract.

Facilities and Amenities Review (FAR) Ad hoc Committee – Committee Recommendations for Policy Amendment

MOVED and duly approved to forward to applicable committees the formulation of actions and/or the drafting or amendment of policies pertaining to whether there should be a fee structure for use of amenities, investigation of card reader-based clubhouse/room access systems, limiting the number of clubs participating in the same activity, upholding/enforcing Policy 1202-50, Club Membership (non-members prohibited from joining clubs, organizations, service organization or religious organizations that meet in Leisure World), establishing restrictions of use of Trust Property amenities by guests accompanied by Shareholder/Members, establishing reasonable policies for charging groups that profit from the use of GRF amenities, approval of all LW Clubs, organizations, service organizations or religious organizations by the GRF Recreation Committee, combination of duplicate amenities, based on usage, prohibiting organizations that have their own buildings from using GRF facilities, establishment of fees for large room set-ups, establishing policy that includes penalties for abuse of amenities, facilities or policy and/or adoption of the Club category structure into policy.

MOVED and duly approved to forward the topic of designated hours and/or days for Shareholder/Members to invite non-members to use amenities, while accompanied by the Shareholder/Member, based upon statistical usage of amenities and procedures/expense to enforce limited usage of amenities by non-Shareholder/Members to the Recreation Committee.

Finance Committee – Accept April Financial Statements

MOVED and duly approved to accept the financial statements April 2019, for audit.

Finance Committee – Approve Funds Transfer Request – Reserve Funds

MOVED and duly approved a transfer of \$800,000 of reserve funds, from First Foundation Bank to Morgan Stanley, for \$500,000 and to US Bank for \$300,000, following the maturity of an \$800,000 CDAR on June 13, 2019, for the purposes of maximizing insured funds and to invest with Morgan Stanley.

Finance Committee – Approve CD Purchase – Reserve Funds

MOVED and duly approved the purchase of multiple insured brokered CDs, from Morgan Stanley, totaling \$500,000 of reserve funds, with an 18-month term at the prevailing interest rates at the time of purchase.

Finance Committee – Adopt 40-3326-1, Purchasing Warehouse Guidelines for Inventory and Non-inventory Purchases

MOVED and duly approved to adopt 40-3326-1, Purchasing Warehouse Guidelines for Inventory and Non-inventory Purchases, as presented.

Finance Committee – Approve Exclusive Use of Trust Property Leases

MOVED and duly approved the 2nd Addendum for the lease agreements, (July 1, 2019 to December 31, 2019) for the exclusive use of Trust property, for the Friends of the Library, Genealogy Club, Golden Age Foundation, Historical Society, Radio Club, Theater Club, and Video Producers Club and authorize the President to sign the agreements.

Physical Property Committee – Reserve Funding Request – HVAC Replacements, Clubhouses Two and Four

MOVED and duly approved to award a contract to Greenwood Heating and Air, for a cost not to exceed \$13,800, to replace the heat pumps (one each) in Clubhouse Two, unit #4 and Clubhouse Four, unit #A-2, Reserves funding, and authorize the President to sign the contract.

Recreation Committee – Contract Approval – Sound System and Lighting, Amphitheater

MOVED and duly approved to award a contract to Mr. Cat Productions, to provide Amphitheater production services, for a cost not to exceed \$47,250, for a three-year period, Operating funding, and to authorize the President to sign the contract.

Recreation Committee – Approve Distribution of Questionnaires (Restaurant/Bar, Fitness, Learning Center)

MOVED and duly approved the distribution of the Restaurant/Bar, Fitness Center and Learning Center questionnaires, as presented, in LW Weekly and, following a thirty (30) day posting period, have staff compile results for Recreation Committee review.

Security, Bus & Traffic Committee – Approve Replacement of Visitor Access System

MOVED and duly approved the Visitors' Access System and contract with Intergrated Security and Communicaitons, for the replacement of the Visitors' Admission system, in an amount not to exceed \$69,533.39, authorize the President to sign the agreement, funding to be determined by the Treasurer, and further, authorize the Chairperson of the Security, Bus & Traffic Committee to approve any use of contingency funds.

**Recap of GRF Committees' Activity**

**April/May 2019**

**May 21, 2019 Information Technology Systems Committee**

- MOVED to approve the purchase of Play Digital Signage at a cost of \$18 per month per screen and ten (10) Amazon Fire Sticks at a cost of \$50 each for a total cost not to exceed \$2,650 non-budgeted operating funds;
- MOVED to accept the new governing document numbering system for the documents under the purview of the IT Committee;
- CONCURRED to request staff draft an RFP for an alternative IT managed service provider, and bring back to the next Committee meeting for consideration;
- CONCURRED to discuss GRF ID Cards – new technology, at the next Committee meeting.

**May 22, 2019, Architectural Design & Review Committee**

- CONCURRED to request the Facilities Director bring back new proposals of landscapes for Clubhouse Six and planters at the four corners, with plant selections, to the next Committee meeting;
- CONCURRED to request the Recreation Manager bring back sample of photo selections for the wall murals in Building Five, first floor, elevator lobby and Recreation Department office and Clubhouse Six, second floor, head of the staircase, to the next Committee meeting;
- MOVED to accept the new governing document numbering system for the documents under the purview of the Architectural Design and Review Committee;
- MOVED to approve the request from NuVision, to paint the exterior building wall and install a sign;
- MOVED to request NuVision to modify the new signage, by removing the dark color background and bring back to the next scheduled meeting;
- MOVED to approve tile GW08 Cherry, as an alternative for the warm pallet design for future projects.
- MOVED to select Swiss Coffee for main body of the wall and Wild Stallion for the cap, to match the color selection of the Administration Building;
- MOVED to request a three-part proposal from Anguiano Lawncare, to remove plants along St. Andrews Drive and Golden Rain Road around the Administration building, to replace with a variety of colors of dwarf day and lilies and upgrade sprinklers as needed, using Reserve funding and forward request to the June GRF Board meeting;
- CONCURRED to review the extension wall behind the Administration building and discuss at an upcoming meeting;
- MOVED to approve one additional landscaping personnel, to better serve the Community and reduce the rotation time needed, for a cost not to exceed \$3,727 per month or \$44,720, for a 12 month period. Funding available in the 2019 Operations budget and authorize the Chair, sign the change order;

- CONCURRED to forward the first responder banner request to the Recreation Committee, for review.

#### **May 23, 2019, Service Maintenance Committee**

- MOVED to accept the new governing documents numbering system for the documents under the purview of the Service Maintenance Committee.

#### **May 24, 2019, Special Security, Bus & Traffic Committee**

- MOVED to recommend to the GRF Board approve the Visitors' Access System and contract with Integrated Security and Communications, for the replacement of the Visitors' Admission System, in an amount not to exceed \$42,928, Reserve Funding, plus \$10,000 in contingency funds.

#### **July 1, 2019, Recreation Committee**

- CONCURRED to discuss the request for RV Lot variance; and Bocce Ball Court concerns at the next Committee meeting;
- CONCURRED to authorize the Executive Director use executive privilege to approve the Radio Club sell candy and ice cream at the Amphitheater shows;
- CONCURRED to request staff make necessary adjustments to the proposed 2020 budget assumptions and present a second draft at the next Committee meeting;
- MOVED to appoint to the Restaurant/Bar Sub-committee: Mrs. L. Perrotti, Ms. L. Stone, Ms. M. Gerber, Ms. I. Heinrich, Mr. L. Melody, Ms. J. Dunagan, Ms. L. Baidack, Mr. R. Carson, and Mr. B. Lukoff;
- MOVED to appoint to the Entertainment Subcommittee: Mr. L. Perrotti, Ms. K. Rapp, and Ms. L. Stone;
- MOVED to recommend the GRF BOD adopt 70-1433-1, Locker Use, as amended, pending new formatting to be approved by the Governing Documents Committee;
- MOVED to recommend the GRF BOD amend 70-1442-3, Marquee, as amended, pending new formatting to be approved by the Governing Documents Committee;
- MOVED recommend the GRF BOD amend 70-5135-3, Recreation Committee Charter, as amended, pending new formatting to be approved by the Governing Documents Committee.

#### **July 3, 2019, Physical Property Committee**

- MOVED to approve the completion of Trust Property Street Compliance with CAMUTCD project #738-15; Landscape Median #1 and 4-6, St. Andrews project #898-19, Reconfiguration-Building Five project #905-19 and requested staff bring to the next meeting a list of trust streets, including the repaving and striping schedule;
- MOVED to request staff bring to the next meeting a complete scope of work and map outlining the proposed Fiber Optic Conduit on Golden Rain Road project path after which GRF BOD conceptual approval will be sought before forwarding the project to the SPAH for consideration;
- MOVED to recommend the GRF BOD approve EV Charging Stations on Trust Property, through SoCalEd, proposing Clubhouse Two as the location, for a cost not to exceed \$10,000, Capital Funding, pending Finance Committee review; concurred to request the Facilities Director and Security Director draft a proposed amendment to the current parking policy to include electric charging stations and review at an upcoming Security, Bus & Traffic Committee meeting;



- MOVED to recommend the GRF BOD award a contract to Quality Fence for the replacement of a 60' of fence over the channel at the Main Gate entrance, at a cost not to exceed \$2,500, Reserve Funding, pending Finance Committee review;
- CONCURRED to request staff to bring back a formal proposal for the installation of the joined hip shade presented by the Physical Property Manager and include approved color selection from the Architectural Design and Review Committee;
- CONCURRED to request staff adjust the 2020 budget assumptions and present a second draft at the next Committee meeting; CONCURRED to forward a recommendation to the Finance Committee to increase the parking space rental fee at Allen's Alley to \$125 per month;
- CONCURRED to request the Recreation Committee schedule a walk through of Clubhouse Four – Phase VI;
- MOVED to approve the scope of work presented for Pool Complex Renovations – Phase I and for staff to send out an RFP and bring back costs to the next Committee meeting;
- MOVED to recommend the GRF BOD award a contract to Greenwood Heating and Air to replace two heat pumps in Clubhouse Two (units 2 and 6), for a cost not to exceed \$12,800, Reserve funding, pending Finance Committee review;
- MOVED to recommend the GRF BOD amend 60-5130-3, Physical Property Committee Charter, as amended, pending BOD approval of the new formatting recommended by the Governing Documents Committee.

#### **July 8, 2019, Mutual Administration Committee**

- REQUESTED the Executive Committee review the Mutual Administration Department Organization Chart, removing all verbiage;
- RECOMMENDED the amendments to the Bereavement Workbook be incorporated and the Committee review the Workbook at the August meeting, including review of potential sponsorship;
- CONCURRED to recommend the selection of the redesign of the ownership stock certificate envelopes to the ADR Committee, indicating MAC's preference for the sample envelope of page 39 of the MAC agenda packet;
- CONCURRED to review the cost center 2020 budget proposals for cost centers 533, 544, 545, 574, and 575 at the August Committee meeting.;
- CONCURRED to review 50-5165-3, Mutual Administration Committee and 50-5170-3, Service Maintenance Committee Charters at the August meeting.

#### **July 9, 2019, Facilities & Amenities Review Ad hoc Committee**

- MOVED to recommend the GRF BOD amend 30-5175-3, Facilities and Amenities Review Ad hoc Committee Charter, as amended, pending Board approval of the new formatting recommended by the Governing Documents Committee;
- MOVED to recommend the GRF BOD tentatively amend 30-1406-1, Limitations on Use, as amended, pending a 28 day membership notification and tentatively adopt 70-1406-2, (fee schedule extracted from 30-1406-1) pending a 28 day membership notification and Board approval of the new formatting recommended by the Governing Documents Committee.

#### **July 10, 2019, Security, Bus & Traffic Committee**

- MOVED to direct staff to draft an RFP and secure qualified proposals for off property bus service that meets or exceeds what is currently being provided;

- CONCURRED to incorporate the GRF Goals to the Committee Charter;
- MOVED to recommend the GRF BOD amend 50-5143, Security Committee Charter as amended;
- MOVED to recommend the GRF BOD approve the submission of 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 the City of Seal Beach Police traffic enforcement;

#### **July 11, 2019, Communications Committee**

- MOVED to recommend the GRF BOD approve a Website Redesign Ad hoc Committee consisting of N. Massetti, L. Stone, J. Isom, W. Thompson and P. Snowden;
- MOVED to approve a new pick up location for Modern Buds bus service at the Amphitheater bus stop, request the GRF listed as an additional insurer, and forward to the Board of Directors for approval;
- MOVED to adopt Square POS system and have the IT Supervisor present a proposal with total cost and motion at the next scheduled Committee meeting;
- MOVED to approve the use of Play Digital Signage software for digital billboards;
- CONCURRED to work towards building a B-Section program with a target date of implementing it in 2020;
- MOVED to recommend the GRF BOD approve the revision of publishing the GRF BOD minutes in the LW Weekly;
- MOVED to recommend the GRF BOD amend 5050-34, Digital Billboards, as amended.

#### **July 12, 2019, Executive Committee**

- MOVED to amend the position description for the Human Resources & Benefits Coordinator, as amended, including changing the title to Human Resources Generalist;
- MOVED to accept the proposed presented amendments to the GRF Directors' Handbook and review further proposed amendments at the August meeting, prior to forwarding the Handbook to the Governing Document Committee to assign a document number;
- MOVED to forward the Security, Bus & Traffic Committee a request to review Policy 1927.02.37 for possible rescission, as it is not applicable under the terms of the Civil Code;
- MOVED to amend the procedure for employee recognition nomination procedures to permit GRF Directors to make nominations and to make clear that GRF department heads are eligible for nomination; review amended nomination procedure at the August Committee meeting; also, MOVED to approve the verbiage for the plaque ("In honor of their loyal support of our mission, GRF proudly presents employees who have demonstrated exemplary service and dedication to the community");
- MOVED to approve the use of the Senior Management Annual Review form, as amended, and forward to the Governing Document Committee for assignment of a document number;
- CONCURRED to include the HR Annual Calendar and Special Projects as part of the monthly HR report;
- CONCURRED to schedule a special Committee meeting to review 30-1010-1, External Communication, Authorized Spokesperson, 1022-30, Petitions, and Member Code of Conduct.

### **July 15, 2019, Finance Committee**

- MOVED to recommend the GRF Board accept, for audit, the financial statements for the month of June 2019, as presented by the Director of Finance and as reviewed by the Finance Committee;
- MOVED to recommend the GRF Board authorize the transfer of \$1,022,000 of reserve funds from First Foundation Bank to Morgan Stanley, \$250,000 from First Foundation Bank reserve funds and \$245,000 from US Bancorp reserve funds to Morgan Stanley, following the receipt of maturing investments from those financial institutions, for the purposes of maximizing insured funds and to invest in brokered CDs at Morgan Stanley;
- MOVED to recommend the GRF Board authorize the purchase of brokered CDs from Morgan Stanley totaling \$1,517,000 of reserve funds, with terms ranging from twelve to eighteen months, at the prevailing interest rates at the time of purchase;
- MOVED to direct staff to incorporate, in the 2020 operating budget, the high range estimates as provided by DLD, for the 2020 operating budget;
- MOVED to recommend the GRF Board allocate Capital funding, for the purchase and installation of five (5) level two (2) charging ports to charge Electric Vehicles, in an amount not to exceed \$10,000;
- MOVED to recommend the GRF Board allocate Reserve funding, to replace a sixty (60) foot section of chain link fencing, next to the Main Gate entrance over the channel, in an amount not to exceed \$3,000;
- MOVED to recommend the GRF Board allocate Reserve funding, for the replacement of two (2) heat pumps, at Clubhouse Two (CH2); unit #2 and unit #6, in an amount not to exceed \$12,800;
- MOVED to recommend the GRF BOD amend Policy 50-5115-3, Finance Committee Charter, as amended.

## Financial Recap – June 2019

As of the six-month period ended June 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$309,520.

Major variances are:

Wages, Taxes & Benefits	299,894	Favorable: Wages \$105K; P/R Taxes \$19K; Workers' Comp \$22K; Group Ins \$137K; 401(k) Match \$17K
Temporary Agency Fees	(90,610)	Unfavorable: Temporary help for key positions.
Supplies	31,635	Favorable: Low requisitions YTD
Facilities Rentals & Maintenance	92,863	Favorable: Landscaping \$65K; Repairs & Maintenance \$20K; Service Contracts \$7K
Property & Liability Ins Prem	19,868	Favorable: Projected YE budget variance \$34K
Rental Income	(70,445)	Unfavorable: Lower unit sales than planned
Interest Income	76,872	Favorable: Actual yields > planned
News Advertising	(103,044)	Unfavorable: Budget planned more aggressive sales
SRO Labor Recovery	25,718	Favorable: Recoveries exceeds budget

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
<b>Reserve Funds</b>				
Repairs & Replacements	\$9,850,153	\$1,386,489	\$8,463,664	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
<b>Capital Funds</b>				
Capital Improvements	\$1,920,604	\$141,578	\$1,779,026	8

Total year-to-date approved unbudgeted operating expenses are \$27,770.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** COMMUNICATIONS & IT COMMITTEE  
**SUBJECT:** MODERN BUDS BUS PICKUP LOCATION AND INSURANCE  
**DATE:** JULY 12, 2019  
**CC:** FILE

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At its regularly scheduled Communications/IT Committee meeting, on July 11, 2019, the Committee unanimously moved to approve a new pick up location, for Modern Buds bus service, at the Amphitheater bus stop, requested the GRF be listed as an additional insured, and forward to the Board of Directors for approval.

I move to recommend the GRF Board of Directors approve a new pick up location for Modern Buds bus service, at the Amphitheater bus stop, contingent upon the GRF being listed as an additional insured on its Certificate of Liability Insurance.

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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** COMMUNICATIONS & IT COMMITTEE  
**SUBJECT:** AMEND 5050-34, DIGITAL BILLBOARDS  
**DATE:** JULY 16, 2019  
**CC:** FILE

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At its meeting on July 11, 2019, the Communications and IT Committee recommended the GRF Board of Directors amend 5050-34, Digital Billboards .

I move to recommend the GRF Board of Directors amend 5050-34, Digital Billboards, establishing policies and procedures to display information content on digital billboards, the conditions for display of business-related, sales contents or fundraising functions, and establishes the digital billboard layout requirements.

## **GOLDEN RAIN OPERATIONS**

### **INFORMATION TECHNOLOGY SERVICES AMEND**

#### **Digital Billboards**

##### **1. PURPOSE**

The purpose of this section is to establish basic policies and procedures to provide informational content to the general community, and is available to all of the Shareholders/Members display informational content on digital billboards of Leisure World Seal Beach.

The Digital Billboards are located in the following locations: Administration Building; Clubhouses 1, 2, 3 and 6; the Café in Building 5 and the Library.

##### **2. TYPES OF INFORMATION TO DISPLAY**

The Information Technology Services (ITS) Department is responsible for maintaining the Digital Billboards and accepts the following types of documents for display:

- Community Notices
- GRF Meeting Calendar
- Recreational Events
- Club Events
- Public Service Announcements (PSAs)

##### **3. REQUIREMENTS FOR POSTING ON THE DIGITAL BILLBOARD**

A "Request for Display" form must be filled out with the document to be displayed. The document must be pre-approved by the Recreation Manager, Publications Manager, ITS Department or the GRF Administration Office. Approved content may be posted no earlier than two weeks prior to the event, ~~which will be taken down~~ and will be removed the day after the end-date of the event.

Priorities for display will be given to free events of community interest, and a fee-based community events, if acceptable. The digital billboards will not be available to display any business-related or sales contents, nor ~~fundmoney-raising functions~~, unless approved by Communications/IT Committee or Executive Director.

##### **4. DIGITAL BILLBOARDS LAYOUT REQUIREMENTS**

ACCEPTABLE FORMATS: .jpg, .gif, .png, bmp

RESOLUTION: All files with photo images should be created at 100 - 150 dpi at 11" x 8.5" (horizontal format) print size. File submitted at lower than 100 dpi may produce a

**GOLDEN RAIN OPERATIONS****INFORMATION TECHNOLOGY SERVICES AMEND****Digital Billboards**

lower quality output. If you are uncertain of the quality of your images, please call Communication Department (The News).

COLOR FORMAT: RGB

SIZE IN PIXELS: from 1650 (width) x 1275 (height)

- Submitted graphic files are reviewed for accuracy in dimensions, quality of pictures and overall design esthetics.
- We do not accept artwork with low quality images or photos that appear pixelated, blurred or distorted.
- GRF is not responsible for proofreading, image quality/resolution and/or correcting errors.
- GRF reserves the right to reject artwork without further explanation.

~~Any exceptions will be determined by the Communications Committee.~~

**Policy:**

Adopted: 28 March 17

Reviewed: 08 Feb 18

**GOLDEN RAIN FOUNDATION  
Seal Beach, California**

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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** COMMUNICATION & IT COMMITTEE  
**SUBJECT:** LW WEEKLY SPACE REVISION, PRINTING OF FULL GRF BOARD MINUTES  
**DATE:** JULY 15, 2019  
**CC:** FILE

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At the July 15, 2019, meeting of the Communication & IT Committee, the Committee reviewed production, printing and distribution costs of LW Weekly, noting redundant information is provided in the posting of the GRF Board meeting summary, as well as the complete printing of the GRF Board meeting minutes. These actions exceed the requirements under the Civil Code:

- **Within 30 Days.** *The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes of any meeting of the board of directors of an association, other than an executive session, must be made available to members within 30 calendar days of the meeting. ([Civ. Code §4950.](#))*
- **Publish Approved Minutes.** *Once draft minutes have been approved by the Board, they should be distributed to the membership in some fashion--either by summarizing them for the newsletter, posting them on a common area bulletin board, posting them in a password protected place on the association's [website](#), and/or mailing them to the membership. Approved minutes must be [permanently available](#) for inspection by the membership.*
- **Distribute Upon Request.** *The minutes, proposed minutes, or summary minutes must be distributed to any member of the association upon request. Associations may charge for [copying costs](#). Failure to provide minutes can result in penalties against the association. ([Civ. Code §5235.](#))*

As a full summary of the GRF Board meeting is printed and the full minutes are posted upon the GRF website, a cost savings exists in canceling the practice of printing the full GRF minutes annually within LW Weekly, which requires space equivalent to 40-48 pages, at a cost of \$4,026 to \$4,831 (printing cost).

To satisfy provisions of the Civil Code, distribute upon request, copies of the draft and ultimately approved GRF Board minutes will be available upon request at the GRF Administration reception desk.

I move to approve the printing of the GRF Board meeting summary only in LW Weekly and provide copies of the Draft and Approved GRF Board meeting minutes at the GRF Administration Reception Desk, upon request, effective September 1, 2019, contingent upon no less than four (4) articles within LW Weekly, including a front page notice on the revision to current practice.





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE  
**SUBJECT:** AMEND 30-5110-3 EXECUTIVE COMMITTEE CHARTER  
**DATE:** JULY 12, 2019  
**CC:** FILE

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At its meeting on July 12, 2019, the Executive Committee recommended the GRF Board of Directors amend 30-5110-3, Executive Committee Charter.

I move to recommend the GRF Board of Directors amend 30-5110-3, Executive Committee Charter, incorporating the additional Committee goals approved by the GRF Board of Directors at the retreat held on June 27, 2019 and updating the cost center numbers.

**GOLDEN RAIN OPERATIONS****Executive****COMMITTEE CHARTER****AMEND****Executive Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII, Section 1 of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Executive Committee (EC) and grants to the Committee authority specifically stated within the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

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

**1. GOALS:**

- a. Attract and Retain Quality Employees**
- b. Increase Organization Effectiveness and Efficiency**
- c. Protect, Preserve and Improve our Assets**

**4.2. COMPOSITION:**

The Executive Committee shall consist of the four (4) elected officers of the GRF BOD and the Chairpersons of the Mutual Administration, Physical Property and Recreation Committees. The Vice President shall be Chairperson and preside at all meetings. In the Vice President's absence, the Secretary or Treasurer, in that order, shall preside. (See Policy 5020-30.)

**2.3. PURPOSE:**

Oversee the Administration and Human Resources Departments.

**3.4. DUTIES:**

- a. Publish an agenda four (4) days in advance of Committee meeting;
- b. Meet with the Executive and HR Directors at least monthly or whenever such meetings are deemed necessary, unless canceled by the Chair;
- c. Review monthly budget comparison for cost centers 320, 322, 29, 330 and 629, 655;
- d. Review and approve assignment of department heads;
- e. Review and approve job descriptions;
- f. Review and recommend operating schedules, job standards, uniforms and wage rates to the BOD;
- g. Review and approve the election materials and oversee the election process;

(Oct 17)

**GOLDEN RAIN OPERATIONS****Executive****COMMITTEE CHARTER****AMEND****Executive Committee**

- h. Oversee Director training;
- i. During its meeting in February, the EC will recommend that the Board appoint the election services company as its Inspector(s) of Election;
- j. Conduct a Salary Survey at least every three (3) years;
- k. Hold Executive Sessions concerning personnel or personnel disciplinary actions;
- l. Initial approval and recommendation to the Finance Committee for cost centers 320, 322, 29, 330, 629 and 655, including Capital requests and upcoming Reserve replacements;
- m. Coordinate bids for all personnel related Insurance, benefits and relevant contracts.
- n. Review all contracts under this Committee at least quarterly;
- o. Review policies for cost centers 320, 322, 29, 330, 629 and 655 beginning no later than January and send recommended changes to the BOD no later than May for approval; and
- p. Furnish a report at the GRF Annual meeting.

**4.5. LIMITATIONS:**

It is to be recognized that the function of the Committee is to act in an advisory and consulting capacity except in personnel matters relating to manager positions per Policy 4156-30.

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

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

**Policy**

Adopted: 24 Jul 67  
 Amended: 18 Jul 72  
 Amended: 20 May 75  
 Amended: 15 Jul 80  
 Amended: 14 Jul 81

**GOLDEN RAIN FOUNDATION**

Seal Beach, California

(Oct 17)

**GOLDEN RAIN OPERATIONS**

**Executive**

**COMMITTEE CHARTER**

**AMEND**

**Executive Committee**

Amended: 20 Aug 85  
Amended: 19 Mar 96  
Amended: 15 Jul 97  
Amended: 26 May 15  
Amended: 21 June 16  
Amended: 23 May 17  
Reviewed: 13 Oct 17



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE  
**SUBJECT:** INCREASE OF GRF ENTRY WAGES  
**DATE:** JULY 15, 2019  
**CC:** FILE

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At the July 12, 2019 meeting of the Executive Committee, the Committee reviewed the difficulty of hiring and retaining qualified part time employees at the current entry rate of \$13.25 per hour. This rate is applicable to part time staff in the Security, Recreation and Transportation departments.

A stepped increase on all non-exempt wages, by fifty cents per year, is in place to maintain apace the proposed increase in the California minimum wage increase schedule (see Exhibit A). As of January 1, 2019, the California Minimum wage is \$12.00; GRF entry wage is \$13.25.

The Committee, at length, discussed foregoing the stepped increase schedule and adjusting the GRF minimum wage scale to \$15.00, effective January 1, 2020. From this point, GRF will maintain a policy of increasing the top end of wage ranges by fifty cents to maintain apace with the California minimum wage increase through January 1, 2023. This action is deemed necessary to attract and retain employees; it represents a \$145,209 increase (\$1.83 PAPM) within the 2020 draft budget and an estimated \$60,503 negative variance within the 2019 approved budget.

I move to approve establishment of the minimum GRF entry wage at \$15.00 per hour, effective August 1, 2019 (negative variance to the 2019 budget of an estimated \$60,503 and an increase to the proposed 2020 Budget of \$145,209).

# Exhibit A

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	\$10.00/hour	\$10.50/hour
January 1, 2018	\$10.50/hour	\$11.00/hour
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	





Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE  
**SUBJECT:** BENEFIT REVISION - REMOVE ELIGIBILITY OF 401K MATCH FOR NEW PART TIME HIRES  
**DATE:** JULY 15, 2019  
**CC:** FILE

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At the July 12, 2019 meeting of the Executive Committee, the Committee reviewed operational expenses associated with the benefit commonly referred to as the GRF 401k match. In review of the draft 2020 operations budget, \$179,052 has been tentatively budgeted in the line item of retirement fund (i.e. 401k match).

The Committee discussed a possible revision to the benefit package: deletion of the GRF percentage match contribution to part time employees 401K contributions. At this time, a general estimate cannot be provided as to the extent of savings represented by deletion of this benefit, other than to state current contributions towards part time staff contributions represents 25 - 30% of the expense and, over time, there would be the potential of reducing the 401k GRF contribution by \$40,000 to \$60,000, dependent on plan participation.

I move to approve the revision to benefits, as outlined in the employee handbook, and delete the GRF 401k contribution, for new part time hires, effective September 1, 2019.

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Golden Rain Foundation

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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** EXECUTIVE COMMITTEE  
**SUBJECT:** BENEFIT REVISION - REDUCE GRF 401K MATCH TO 1.5% FOR FULL TIME AND EXISTING PART TIME STAFF  
**DATE:** JULY 15, 2019  
**CC:** FILE

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At the July 12, 2019 meeting of the Executive Committee, the Committee reviewed operational expenses associated with the benefit commonly referred to as the GRF 401k match. In review of the draft 2020 operations budget, \$179,052 has been tentatively budgeted in the line item of retirement fund (i.e. 401k match).

The Committee discussed a possible revision to the benefit package: revision of the GRF 401k contribution from 4% to 1.5% match. This action would result in an estimated expense (based upon employee contributions) of \$67,144 (\$111,908 reduction to the draft budgets presented in July).

I move to approve the revision to benefits, as outlined in the employee handbook, and revise the GRF 401k contribution from 4% to 1.5%, effective upon required notice to employees as required by applicable laws.

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES & AMENITIES REVIEW AD HOC COMMITTEE  
**SUBJECT:** FACILITIES & AMENITIES REVIEW AD HOC COMMITTEE CHARTER  
**DATE:** JULY 10, 2019  
**CC:** FILE

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At its meeting on July 9, 2019, the Facilities and Amenities Review Ad Hoc Committee recommended the GRF Board of Directors amend 30-5175-3, Facilities and Amenities Review Ad Hoc Committee Charter, as amended, pending Board approval of the new formatting recommended by the Governing Documents Committee.

I move to amend 30-5175-3, Facilities and Amenities Review Ad Hoc Committee Charter, as amended, pending Board approval of the new formatting recommended by the Governing Documents Committee.



**GOLDEN RAIN OPERATIONS**  
**Facilities and Amenities Review (FAR) Ad Hoc**

**COMMITTEE CHARTER**

**AMEND**

**Facilities and Amenities Review (FAR) Ad Hoc Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VIII, ~~Section 4~~ of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Facilities and Amenities Review Ad Hoc Committee and grants to the Committee authority specifically stated within the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

In accordance with Article VIII Section I of the Bylaws, committee chair and members shall be appointed by the GRF President with the approval of the BOD.

**1 GOALS**

**a. i**

**1 PURPOSE:**

To study and provide recommendations to the Board to support establishing and setting priorities for the preservation and improvement of Trust Property.

**a.b.** Review all use of space in the Trust Buildings and property

**2 DUTIES:**

- a. Publish an agenda four (4) days in advance of Committee meeting;
- b. Elect a Vice-Chair at the first meeting;
- c. Meet monthly or whenever such meetings are deemed necessary unless cancelled by the Chair; and
- d. Furnish a report at the monthly GRF Board of Directors meeting and at the annual meeting.

**3 LIMITATIONS:**

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

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





**GOLDEN RAIN OPERATIONS**  
**Facilities and Amenities Review (FAR) Ad Hoc**

**COMMITTEE CHARTER**

**AMEND**

**Facilities and Amenities Review (FAR) Ad Hoc Committee**

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

**Policy**  
Adopted: 27 Nov 18

**GOLDEN RAIN FOUNDATION**  
**Seal Beach, California**

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Golden Rain Foundation

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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES & AMENITIES REVIEW AD HOC COMMITTEE  
**SUBJECT:** AMEND 70-1406-1, LIMITATIONS ON USE AND ADOPT 70-1406-2,  
LIMITATIONS ON USE FEES (**TENTATIVE VOTES**)  
**DATE:** JULY 10, 2019  
**CC:** FILE

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At its meeting on July 9, 2019, the Facilities and Amenities Review Ad Hoc Committee recommended the GRF Board of Directors amend 70-1406-1, Limitations on Use, as amended, pending Board approval of the new formatting recommended by the Governing Documents Committee and adopt 70-1406-2, Limitations on Use fee schedule.

I move to tentatively amend 70-1406-1, Limitations on Use, as amended, and adopt 70-1406-2 (fee schedule extracted from 70-1406-1), pending Board approval of the new formatting recommended by the Governing Documents Committee and pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on August 27, 2019.



## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES AMEND**

#### **Limitations on Use**

Limitations have been placed on certain Golden Rain Foundation (GRF) Trust facilities. The Recreation Department (RD) is authorized to verify the status of any user and may enlist the Security Department (SD) and/or other agencies to enforce this policy.

1. The following Trust facilities are provided for the use of GRF Members in good standing:

- a. Car wash;
- b. Exercise room (Policy 1466-50);
- c. Golf course (Policy 1429.1-50 & 1429.2-50);
- d. Lapidary room;
- e. Swimming pool (Policy 1468-50); and
- f. Woodshops.

Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.

Special events take precedence when approved by the RD.

2. Due to safety factors, the following limitations must be adhered to:

- a) Power equipment, such as the equipment used in the lapidary room, woodshop or exercise room, shall not be used except under the supervision of a RD approved attendant or supervisor;
- b) Football, baseball, soccer, hockey, basketball and other contact sports may not be played on GRF Trust property due to the possibility of injury to Members and/or guests;
- c) Risers may not be stacked upon one another for any activity in a clubhouse; and
- d) Use of skateboards, razor-type scooters, roller skates, hoverboards, a Segway or roller blades is prohibited on all Trust property.

3. The following Trust facilities are provided for the use of GRF Members in good standing and their guests who are at least eighteen (18) years old. Members must be present at all times when guests are using these facilities:

- a. Amphitheater (Policy 1412-50);
- b. Art room;
- c. Billiards rooms;
- d. Card room;
- e. Ceramics room;
- f. Sewing room;
- g. Shuffleboard Court; and



## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES AMEND**

#### **Limitations on Use**

- h. Table tennis area (Policy 1463-50).

Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.

4. The following limitations must be adhered to for craft fairs, flea markets, rummage sales, and swap meets excluding the GRF Arts and Crafts Festival: (Policy 1480-50)

- a. Will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;
- b. The maximum number of tables allowed shall be approved by the RD;
- c. All items for sale must be sold by GRF Members; and
- d. Operations will be monitored by the RD to ensure that all policies are followed.

#### **Clubhouse Rules**

The following rules are to be posted in all clubhouses for the information and guidance of all concerned:

1. Clubhouse lobbies will be available for reservations with RD heads' approval. Lobby furniture may only be moved by custodial staff;
2. Dining and kitchen facilities shall be cleaned by the reserving member after being used. (Policy 1411-50);
3. Clubhouse One (1) Picnic Area shall be cleaned by the reserving member after being used, except for the BBQ, which shall be cleaned by the custodian after it has cooled down;
4. Clubhouse Three (3) BBQ's will be cleaned by the custodians;
5. The regulation of the thermostats shall only be controlled by the custodian on duty;
6. Malfunctioning and/or damaged equipment shall be reported to the custodian or the RD;
7. Items shall not be hung on window coverings or partitions at any time;
8. Only masking tape shall be used to attach items to the walls – no other type of adhesive is authorized. Push pins or tacks may be used to attach items to the soundproofing panels;
9. No push pins or tacks can be used on walls. Any cost to repair will be charged to reserving party;

(Dec 2017)



## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES AMEND**

#### **Limitations on Use**

10. Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any other area of any clubhouse without RD approval;
11. Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;
12. Children under the age of eighteen (18) years shall remain under the constant visual supervision of an adult;
13. No Smoking (Policy 1412.2-50);
14. Only licensed Service or Emotional Support Animals', duly registered with Stock Transfer, are permitted in or on Trust property. (Policy 1023-33);
15. Power-driven mobility devices operated inside the clubhouses shall display an authorized handicap decal issued by the SD. The vehicle shall be operated at the lowest possible speed at all times within a clubhouse. Electric wheelchairs are exempted;
16. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the SD;
17. All damages, repairs or unusual cleaning costs shall be the responsibility of the reserving Member;
18. Members shall notify the RD when a caterer will be used. (Policy 1431-50);
19. Candles shall only be used in Trust facilities without carpeting; and
- ~~2018~~ 18. GRF reserves the right to disallow the use of Trust property to any Member at any time.

#### **Specific Rules of Clubs or Organizations Using Trust Property**

Any club or organization using Trust property cannot make rules or regulations that conflict with the established rules and regulations of the GRF.

Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.

#### **Eligible Clubs and Organizations**

(Dec 2017)





## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES AMEND**

#### **Limitations on Use**

GRF Trust facilities shall be maintained and preserved for the social, cultural and recreational benefit of all GRF Members. Policies of control shall be reasonable, and yet not allow for exploitation of Members by individuals, groups, clubs or organizations.

Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:

1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the RD.
2. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to Members of the club or organization of all funds.
3. The club or organization shall specify a regularly scheduled meeting time and place.
4. The RD shall be kept informed of any change of officers, By-laws or purpose of the club.
5. Although Members are allowed to invite guests, no club may advertise or publicize its activities so as to infer its membership or events are open to non-GRF Members.
6. Caregivers cannot belong to any club.
7. Should a complaint be lodged by a member of a club for any reason, the RD can require all pertinent detailed documentation needed to resolve the complaint:
  - a. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do;
  - b. If the complaint is found to be valid, the club will be given 30 days to remedy;
  - c. If the club fails to comply, the clubs status as a recognized club in LW may be terminated, and all further use of Trust property will cease;
  - d. The Club has the right to appeal the RDs' decision to the Recreation Committee. Appeal must be in writing to the Recreation Committee Chair; and
  - e. A final appeal to the GRF Board, must be requested in writing to either the Executive Director or GRF President.
8. GRF reserves the right to disallow the use of any Trust property to any club or organization at any time.

(Dec 2017)



## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES AMEND**

#### **Limitations on Use**

##### **Use of Clubhouse Facilities by Outside Organizations**

**GRF** Members in good standing that belong to an organization outside of the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available.

A two hundred dollar (\$200) refundable fee is required at time of reservation from reserving Member.

~~A charge will be made for the organization to use Trust property. All money must be paid at least ten (10) business days before the date of the event.~~

- ~~a. Up to two hundred (200) people: \$200.00 non-refundable fee.~~
- ~~b. Up to three hundred (300) people: \$300.00 non-refundable fee.~~
- ~~c. Up to four hundred (400) people: \$400.00 non-refundable fee.~~
- ~~d. Up to 500 hundred (500) people: \$500.00 non-refundable fee.~~
- ~~e. Over 501 hundred (501) people: \$1,000.00 non-refundable fee.~~

Members are responsible for the organization's activities and shall ensure that the organization follows all established policies relating to Trust property use.

In the event that more than one Member belongs to the same outside organization, that organization is still limited to one invitation per calendar year.

##### **GRF Sponsored Activities**

Members are able to invite guests as long as the number of guests does not comprise a majority of the attendees.

#### **Hours**

1. The clubhouses will be open for the use of Members and guests accompanying them from 7:30 am to 10:00 pm.
2. Hours of operation for the Exercise Room, Golf Course, and Swimming Pool will be determined administratively.
3. The Exercise Room, Golf Course, and Swimming Pool will be limited to Members. Caregivers or guests are not permitted to use these areas.



## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES AMEND**

#### **Limitations on Use**

4. The Exercise Room, Golf Course, and Swimming Pool will be closed Thanksgiving, Christmas and New Year's Day.
5. Any Trust facility may be closed at any time for maintenance.
6. No personal trainers are allowed in the Exercise Room.
7. The Amphitheater will be available for use by recognized clubs and organizations by reservation only. (Policy 1412-50)
8. The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the Members.
9. Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the RD.
10. Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the RD.
11. Any permanent operational time change(s) must be approved by the Recreation Committee.

#### **Notice of Closing**

Whenever it may become necessary to close down or limit the use of any Trust facility for a non-emergency reason, advance notice of up to one month is to be given to the RD, who, will give proper notification to all concerned.

#### **Charges**

1. Charges will be assessed for clubs and/or private parties using Trust facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are is required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged.
2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.



## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES AMEND**

#### **Limitations on Use**

~~2.3.~~ See 70-1406-2, Limitations on Use Fees.

#### **Policy:**

Adopted: 19 Oct 71  
 Amended: 16 May 78  
 Amended: 18 Sep 79  
 Amended: 15 Nov 83  
 Amended: 19 Aug 86  
 Amended: 21 Oct 86  
 Amended: 16 Aug 88  
 Amended: 31 Jan 95  
 Amended: 20 Aug 96  
 Amended: 17 Mar 98  
 Amended: 19 May 98  
 Amended: 21 Jul 98  
 Amended: 16 Sep 03  
 Amended: 20 Mar 07  
 Amended: 28 Apr 14  
 Amended: 13 Apr 17  
 Amended: 19 Dec 17

**GOLDEN RAIN FOUNDATION**  
**Seal Beach, California**



## COMMUNITY OPERATIONS

### USE OF TRUST FACILITIES ADOPT

#### Limitations on Use

A charge will be made for the organization to use Trust property. All money must be paid at least ten (10) business days before the date of the event.

- a. Under one hundred (100) people: \$200.00 non-refundable fee.
- b. Up to two hundred (200) people: \$400.00 non-refundable fee.
- c. Up to three hundred (300) people: \$500.00 non-refundable fee.
- d. Up to four hundred (400) people: \$600.00 non-refundable fee.
- e. Up to 500 hundred (500) people: \$800.00 non-refundable fee.
- f. Over 501 hundred (501) people: \$1,000.00 non-refundable fee.

~~Limitations have been placed on certain Golden Rain Foundation (GRF) Trust facilities. The Recreation Department (RD) is authorized to verify the status of any user and may enlist the Security Department (SD) and/or other agencies to enforce this policy.~~

- ~~1. The following Trust facilities are provided for the use of GRF Members in good standing:
 
  - ~~a. Car wash;~~
  - ~~b. Exercise room (Policy 1466-50);~~
  - ~~c. Golf course (Policy 1429.1-50 & 1429.2-50);~~
  - ~~d. Lapidary room;~~
  - ~~e. Swimming pool (Policy 1468-50); and~~
  - ~~f. Woodshops.~~~~

~~Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.~~

~~Special events take precedence when approved by the RD.~~

- ~~2. Due to safety factors, the following limitations must be adhered to:~~

- ~~a) Power equipment, such as the equipment used in the lapidary room, woodshop or exercise room, shall not be used except under the supervision of a RD approved attendant or supervisor;~~
- ~~b) Football, baseball, soccer, hockey, basketball and other contact sports may not be played on GRF Trust property due to the possibility of injury to Members and/or guests;~~
- ~~c) Risers may not be stacked upon one another for any activity in a clubhouse; and~~
- ~~d) Use of skateboards, razor-type scooters, roller skates, hoverboards, a Segway or roller blades is prohibited on all Trust property.~~



## COMMUNITY OPERATIONS

### USE OF TRUST FACILITIES ADOPT

#### Limitations on Use

~~3. The following Trust facilities are provided for the use of GRF Members in good standing and their guests who are at least eighteen (18) years old. Members must be present at all times when guests are using these facilities:~~

- ~~a. Amphitheater (Policy 1412-50);~~
- ~~b. Art room;~~
- ~~c. Billiards rooms;~~
- ~~d. Card room;~~
- ~~e. Ceramics room;~~
- ~~f. Sewing room;~~
- ~~g. Shuffleboard Court; and~~
- ~~h. Table tennis area (Policy 1463-50).~~

~~Caregivers may assist Members who use the facilities and remain with them, but they may not use the above facilities themselves.~~

~~4. The following limitations must be adhered to for craft fairs, flea markets, rummage sales, and swap meets excluding the GRF Arts and Crafts Festival: (Policy 1480-50)~~

- ~~a. Will not be allowed for a four-week period prior to the GRF Arts and Crafts Festival;~~
- ~~b. The maximum number of tables allowed shall be approved by the RD;~~
- ~~c. All items for sale must be sold by GRF Members; and~~
- ~~d. Operations will be monitored by the RD to ensure that all policies are followed.~~

#### Clubhouse Rules

~~The following rules are to be posted in all clubhouses for the information and guidance of all concerned:~~

- ~~1. Clubhouse lobbies will be available for reservations with RD heads' approval. Lobby furniture may only be moved by custodial staff;~~
- ~~2. Dining and kitchen facilities shall be cleaned by the reserving member after being used. (Policy 1411-50);~~
- ~~3. Clubhouse One (1) Picnic Area shall be cleaned by the reserving member after being used, except for the BBQ, which shall be cleaned by the custodian after it has cooled down;~~
- ~~4. Clubhouse Three (3) BBQ's will be cleaned by the custodians;~~



## COMMUNITY OPERATIONS

### USE OF TRUST FACILITIES ADOPT

#### Limitations on Use

- ~~5. The regulation of the thermostats shall only be controlled by the custodian on duty;~~
- ~~6. Malfunctioning and/or damaged equipment shall be reported to the custodian or the RD;~~
- ~~7. Items shall not be hung on window coverings or partitions at any time;~~
- ~~8. Only masking tape shall be used to attach items to the walls — no other type of adhesive is authorized. Push pins or tacks may be used to attach items to the soundproofing panels;~~
- ~~9. No push pins or tacks can be used on walls. Any cost to repair will be charged to reserving party;~~
- ~~10. Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any other area of any clubhouse without RD approval;~~
- ~~11. Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;~~
- ~~12. Children under the age of eighteen (18) years shall remain under the constant visual supervision of an adult;~~
- ~~13. No Smoking (Policy 1412.2-50);~~
- ~~14. Only licensed Service or Emotional Support Animals', duly registered with Stock Transfer, are permitted in or on Trust property. (Policy 1023-33);~~
- ~~15. Power-driven mobility devices operated inside the clubhouses shall display an authorized handicap decal issued by the SD. The vehicle shall be operated at the lowest possible speed at all times within a clubhouse. Electric wheelchairs are exempted;~~
- ~~16. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the SD;~~
- ~~17. All damages, repairs or unusual cleaning costs shall be the responsibility of the reserving Member;~~
- ~~18. Members shall notify the RD when a caterer will be used. (Policy 1431-50);~~
- ~~19. Candles shall only be used in Trust facilities without carpeting; and~~





## COMMUNITY OPERATIONS

### USE OF TRUST FACILITIES **ADOPT**

#### Limitations on Use

~~18. GRF reserves the right to disallow the use of Trust property to any Member at any time.~~

#### Specific Rules of Clubs or Organizations Using Trust Property

~~Any club or organization using Trust property cannot make rules or regulations that conflict with the established rules and regulations of the GRF.~~

~~Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of club or organization rules or regulations.~~

#### Eligible Clubs and Organizations

~~GRF Trust facilities shall be maintained and preserved for the social, cultural and recreational benefit of all GRF Members. Policies of control shall be reasonable, and yet not allow for exploitation of Members by individuals, groups, clubs or organizations.~~

~~Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:~~

- ~~1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the RD.~~
- ~~2. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to Members of the club or organization of all funds.~~
- ~~3. The club or organization shall specify a regularly scheduled meeting time and place.~~
- ~~4. The RD shall be kept informed of any change of officers, By-laws or purpose of the club.~~
- ~~5. Although Members are allowed to invite guests, no club may advertise or publicize its activities so as to infer its membership or events are open to non-GRF Members.~~
- ~~6. Caregivers cannot belong to any club.~~
- ~~7. Should a complaint be lodged by a member of a club for any reason, the RD can require all pertinent detailed documentation needed to resolve the complaint:~~
  - ~~a. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do;~~
  - ~~b. If the complaint is found to be valid, the club will be given 30 days to remedy;~~

(Jul Dec 20197)



## **COMMUNITY OPERATIONS**

### **USE OF TRUST FACILITIES ADOPT**

#### **Limitations on Use**

- ~~c. If the club fails to comply, the club's status as a recognized club in LW may be terminated, and all further use of Trust property will cease;~~
- ~~d. The Club has the right to appeal the RDs' decision to the Recreation Committee. Appeal must be in writing to the Recreation Committee Chair; and~~
- ~~e. A final appeal to the GRF Board, must be requested in writing to either the Executive Director or GRF President.~~

~~8. GRF reserves the right to disallow the use of any Trust property to any club or organization at any time.~~

#### **Use of Clubhouse Facilities by Outside Organizations**

~~Members that belong to an organization outside of the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available.~~

~~A two hundred dollar (\$200) refundable fee is required at time of reservation from reserving Member.~~

~~A charge will be made for the organization to use Trust property. All money must be paid at least ten (10) business days before the date of the event.~~

- ~~a. Up to two hundred (200) people: \$200.00 non-refundable fee.~~
- ~~b. Up to three hundred (300) people: \$300.00 non-refundable fee.~~
- ~~c. Up to four hundred (400) people: \$400.00 non-refundable fee.~~
- ~~d. Up to 500 hundred (500) people: \$500.00 non-refundable fee.~~
- ~~e. Over 501 hundred (501) people: \$1,000.00 non-refundable fee.~~

~~Members are responsible for the organization's activities and shall ensure that the organization follows all established policies relating to Trust property use.~~

~~In the event that more than one Member belongs to the same outside organization, that organization is still limited to one invitation per calendar year.~~

#### **GRF Sponsored Activities**

~~Members are able to invite guests as long as the number of guests does not comprise a majority of the attendees.~~



## COMMUNITY OPERATIONS

### USE OF TRUST FACILITIES ADOPT

#### Limitations on Use

##### Hours

- ~~1. The clubhouses will be open for the use of Members and guests accompanying them from 7:30 am to 10:00 pm.~~
- ~~2. Hours of operation for the Exercise Room, Golf Course, and Swimming Pool will be determined administratively.~~
- ~~3. The Exercise Room, Golf Course, and Swimming Pool will be limited to Members. Caregivers or guests are not permitted to use these areas.~~
- ~~4. The Exercise Room, Golf Course, and Swimming Pool will be closed Thanksgiving, Christmas and New Year's Day.~~
- ~~5. Any Trust facility may be closed at any time for maintenance.~~
- ~~6. No personal trainers are allowed in the Exercise Room.~~
- ~~7. The Amphitheater will be available for use by recognized clubs and organizations by reservation only. (Policy 1412-50)~~
- ~~8. The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the Members.~~
- ~~9. Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Christmas and New Year's Day. Exceptions are at the discretion of the RD.~~
- ~~10. Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the RD.~~
- ~~11. Any permanent operational time change(s) must be approved by the Recreation Committee.~~

##### Notice of Closing

~~Whenever it may become necessary to close down or limit the use of any Trust facility for a non-emergency reason, advance notice of up to one month is to be given to the RD, who, will give proper notification to all concerned.~~



## COMMUNITY OPERATIONS

### USE OF TRUST FACILITIES ADOPT

#### Limitations on Use

##### Charges

1. ~~Charges will be assessed for clubs and/or private parties using Trust facilities when the scheduled or actual use extends beyond the official hours, or when additional help or special accommodations are is required. The rate to be used is the lowest established billing rate currently in effect as determined and published by the Accounting Office. In the event of overtime, a minimum of one hour will be charged.~~

2. ~~Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.~~

##### **Policy:**

Adopted: 19 Jul 23~~19 Oct 71~~

Amended: ~~16 May 78~~

Amended: ~~18 Sep 79~~

Amended: ~~15 Nov 83~~

Amended: ~~19 Aug 86~~

Amended: ~~21 Oct 86~~

Amended: ~~16 Aug 88~~

Amended: ~~31 Jan 95~~

Amended: ~~20 Aug 96~~

Amended: ~~17 Mar 98~~

Amended: ~~19 May 98~~

Amended: ~~21 Jul 98~~

Amended: ~~16 Sep 03~~

Amended: ~~20 Mar 07~~

Amended: ~~28 Apr 14~~

Amended: ~~13 Apr 17~~

Amended: ~~19 Dec 17~~

**GOLDEN RAIN FOUNDATION**  
Seal Beach, California

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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE (CM)  
**SUBJECT:** ACCEPTANCE OF THE JUNE FINANCIAL STATEMENTS  
**DATE:** JULY 23, 2019  
**CC:** FILE

---

At the regularly scheduled meeting of the Finance Committee on July 15, 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 June 2019 financial statements, for audit.

Our Director of Finance, Carolyn Miller will give a recap of the June 2019 financial statements. At the end of the report, a motion will be made to accept the June 2019 financial statements for audit. Please note that acceptance of the June 2019 financial statements is an automatic acceptance of the May 31, 2019 financial statements.

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

## Financial Recap – June 2019

As of the six-month period ended June 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$309,520.

Major variances are:

Wages, Taxes & Benefits	299,894	Favorable: Wages \$105K; P/R Taxes \$19K; Workers' Comp \$22K; Group Ins \$137K; 401(k) Match \$17K
Temporary Agency Fees	(90,610)	Unfavorable: Temporary help for key positions.
Supplies	31,635	Favorable: Low requisitions YTD
Facilities Rentals & Maintenance	92,863	Favorable: Landscaping \$65K; Repairs & Maintenance \$20K; Service Contracts \$7K
Property & Liability Ins Prem	19,868	Favorable: Projected YE budget variance \$34K
Rental Income	(70,445)	Unfavorable: Lower unit sales than planned
Interest Income	76,872	Favorable: Actual yields > planned
News Advertising	(103,044)	Unfavorable: Budget planned more aggressive sales
SRO Labor Recovery	25,718	Favorable: Recoveries exceeds budget

	<b>Fund Balance</b>	<b>Allocated For Current Projects</b>	<b>Allocated For Future Projects</b>	<b>For details, see page</b>
<b>Reserve Funds</b>				
Repairs & Replacements	\$9,850,153	\$1,386,489	\$8,463,664	7

	<b>Fund Balance</b>	<b>Allocated Funds</b>	<b>Unallocated Funds</b>	<b>For details, see page</b>
<b>Capital Funds</b>				
Capital Improvements	\$1,920,604	\$141,578	\$1,779,026	8

Total year-to-date approved unbudgeted operating expenses are \$27,770.



P.O. Box 2069  
Seal Beach CA 90740

Description			
	<b>Current Assets:</b>		
	Cash & cash equivalents	285,893	
1122000	Non-Restricted Funds	5,972	
	Receivables	803,097	
	Prepaid expenses	223,778	
	Inventory of maintenance supplies	<u>436,515</u>	
	<b>Total Current Assets</b>		<b>1,755,254</b>
	<b>Designated deposits</b>		
1211000	Contingency Operating Fund	700,000	
	Reserve Fund	9,850,153	
1212500	Capital Improvement Fund-GRF	<u>1,920,604</u>	
	<b>Total designated deposits</b>		<b>12,470,757</b>
	<b>Notes Receivable</b>		
1411000	Notes Receivable	<u>40,183</u>	
	<b>Total Notes Receivable</b>		<b>40,183</b>
	<b>Fixed Assets</b>		
	Land, Building, Furniture & Equipment	38,035,208	
	Less: Accumulated Dep'n	<u>(24,269,345)</u>	
	<b>Net Fixed Assets</b>		<b>13,765,863</b>
	<b>Other Assets</b>		<u>                    </u>
	<b>Total Assets</b>		<b><u><u>28,032,057</u></u></b>

P.O. Box 2069  
Seal Beach CA 90740

Description

**Liabilities & Equity**

**Current Liabilities:**

Accounts payable	324,352
Project Commitments	386,570
Prepaid Deposits	10,050
Accrued payroll & payroll taxes	615,125
Unearned Income	86,589
Accrued expenses	113,523
Accrued property taxes	74,119

**Total Current Liabilities** **1,610,328**

**Total Liabilities** **1,610,328**

**Equity**

**Mutuals' Beneficial Interest**

3211000	Contingency Operating Reserve Equity	700,000
3212000	Reserve Equity	9,504,458
3394000	Capital Fund Equity	1,879,729
3310000	Beneficial Interest in Trust	12,306,350

**Total Mutuals' Beneficial Interest** **24,390,537**

**Membership interest**

Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800
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Additional paid-in-capital 4,648,351

**Total Paid-in-Capital** **6,258,151**

**Excess Income**

Current Year (95,404)

**Total Excess Income** **(95,404)**

**3920000 Dep'n & Amortization** **(4,131,555)**

**Net Stockholders' Equity** **26,421,729**

**Total Liabilities & Stockholders' Equity** **28,032,057**

**Golden Rain Foundation**  
**Cash Flow Activity - All Reserves**  
**For the Period Ended June 30, 2019**

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
<b>Balance 12/31/2018</b>	<b>550,000</b>	<b>9,732,925</b>	<b>1,643,004.70</b>	<b>25,545</b>	<b>11,951,475</b>
Funded: Assessments		625,001			625,001
Funded: Amenities Fees collected	(265)	489,729	489,729		979,457
Funded: M17 Lease Fees collected	(25)	5,821	5,821		11,641
Funded: Interest on Funds		46,021			46,021
Progress Payments on CIP					-
Expenditures		(789,169)	(217,950)		(1,007,119)
Commitments		(260,174)			(260,174)
Transfers to/from Funds	150,000			(150,000)	-
Interest Income Allocation					-
Net Monthly Activity				130,426	130,426
<b>Balance 06/30/2019</b>	<b>700,000</b>	<b>9,850,153</b>	<b>1,920,604</b>	<b>5,972</b>	<b>12,476,729</b>
 Net Activity	 150,000	 117,228	 277,599	 (19,574)	 525,254

**Golden Rain Foundation**  
**Quick Balance Sheet Analysis**  
**For the Period Ended June 30, 2019**

**SELECTED BALANCE SHEET ITEMS**

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	291,865	99,240	192,625
Current Assets	14,226,011	13,962,302	263,709
Current Liabilities	1,610,328	1,725,291	(114,963)
Current Ratio	8.83	8.09	
Designated Deposits:	12,470,757	12,261,222	209,535
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

**RESULT OF OPERATIONS**

Current Month	Actual	Budget	Variance	%
Income	1,433,925	1,501,862	(67,937)	(4.52)
Expense	1,373,551	1,407,835	34,284	2.44
Net Materials Recovery(Pass Thru)	0	0	0	
<b>Excess Income or (Expense)</b>	<b>60,374</b>	<b>94,027</b>	<b>(33,653)</b>	
Year To Date	Actual	Budget	Variance	%
Income	8,447,177	8,495,880	(48,703)	(0.57)
Expense	8,034,626	8,392,849	358,223	4.27
Net Materials Recovery(Pass Thru)	0	0	0	
<b>Excess Income or (Expense)</b>	<b>412,551</b>	<b>103,031</b>	<b>309,520</b>	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2019
155.53	160.13	169.09



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE (CM)  
**SUBJECT:** FUNDS TRANSFER REQUEST – RESERVE FUNDS  
**DATE:** JULY 23, 2019  
**CC:** FILE

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At the regularly scheduled meeting of the Finance Committee on July 15, 2019, the members discussed the liquid funds held in various financial institutions and noted the total balance in one of the financial institutions exceeds the FDIC insurance limit upon maturity of a CDAR and therefore is not in compliance with Policy 5520-31 – Reserves.

The Committee passed a motion to recommend to the GRF Board the transfer of \$1,022,000 of reserve funds, from First Foundation Bank to Morgan Stanley, \$250,000 from First Foundation Bank reserve funds and \$245,000 from US Bancorp reserve funds to Morgan Stanley following the receipt of maturing investments from those financial institutions, for the purposes of maximizing insured funds and to invest in brokered CDs at Morgan Stanley.

I move to approve a transfer of \$1,022,000 of reserve funds, from First Foundation Bank to Morgan Stanley, \$250,000 from First Foundation Bank reserve funds and \$245,000 from US Bancorp reserve funds to Morgan Stanley following the receipt of maturing investments from those financial institutions, for the purposes of maximizing insured funds and to invest in brokered CDs at Morgan Stanley.

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE (CM)  
**SUBJECT:** CD PURCHASE REQUEST – RESERVE FUNDS  
**DATE:** JULY 23, 2019  
**CC:** FILE

---

At the regularly scheduled meeting of the Finance Committee on July 15, 2019, the members discussed diversifying the reserve fund investment portfolio by purchasing investments with Morgan Stanley in addition to 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 to the GRF Board the purchase of brokered CDs, from Morgan Stanley totaling \$1,517,000 of reserve funds, with terms ranging from 12 months to 18 months, at the prevailing interest rates, at the time of purchase.

I move to approve the purchase of brokered CDs, from Morgan Stanley, totaling \$1,517,000 of reserve funds, with terms ranging from 12 months to 18 months, at the prevailing interest rates, at the time of purchase.



## Reserve Funds Investment Ladder With Proposed New Purchases

Term	Maturity Month	Investment Amount	Rate	Loc
0	Aug-19	495,000	2.30%	U/F
1	Sep-19	491,000	2.45%	U
2	Oct-19	244,000	2.45%	U
3	Nov-19	245,000	2.65%	U
4	Dec-19	243,000	2.65%	U
8	Jan-20	243,000	2.70%	U
6	Feb-20	1,000,000	2.50%	U
7	Mar-20	553,000	2.45%	U
8	Apr-20	496,000	2.65%	U
9	May-20	500,000	2.40%	M
10	Jun-20	245,000	2.85%	U
11	Jul-20	245,000	2.75%	U
12	Aug-20			
13	Sep-20			
14	Oct-20	496,000	2.85%	U
15	Nov-20	490,000	2.35%	M
16	Dec-20	493,935	3.10%	U/M
17	Jan-21	245,000	2.75%	U
18	Feb-21			
19	Mar-21			
20	Apr-21	245,000	3.05%	U
21	May-21	245,000	3.15%	U
22	Jun-21			
23	Jul-21	245,000	2.75%	U
24	Aug-21			
25	Sep-21			
26	Oct-21	245,000	3.15%	U
27	Nov-21			
28	Dec-21			
29	Jan-22			
30	Feb-22			
31	Mar-22			
32	Apr-22			
33	May-22			
34	Jun-22			
35	Jul-22			
36	Aug-22			

<b>Key:</b>	
Black	Current investments
Black	Approved from last month
Blue	Proposed investments



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FINANCE COMMITTEE  
**SUBJECT:** AMEND 40-5115-3  
**DATE:** JULY 10, 2019  
**CC:** FILE

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At its meeting on July 15, 2019, the Finance Committee recommended the GRF Board of Directors amend 40-5115-3, Finance Committee Charter, as amended.

I move to amend 40-5115-3, Finance Committee Charter, as amended, incorporating the additional Committee goals approved by the GRF Board of Directors at the retreat held on June 27, 2019, adding the review and approval of monthly staff reports to the Committee, furnishing a report at the GRF Annual meeting, and pending Board approval of the new formatting recommended by the Governing Documents Committee.



## **GOLDEN RAIN OPERATIONS**

### **Finance**

## **COMMITTEE CHARTER**

### **Finance Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII ~~Section 4~~ of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Finance Committee (FC) and grants to the Committee authority specifically stated within the GRF governing documents ~~and policies as granted by the BOD or as stated within this policy.~~

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

#### **1. GOALS:**

- a. Increase organizational effectiveness and efficiency
- b. Protect, preserve, and improve our assets

#### **2. PURPOSE:**

Oversee all matters pertaining to: Finance; Purchasing; Insurance (Excluding Workers Compensation); Investments; Reserve Study; Capital; Income Producing Leases; Fees and Management Agreements.

#### **3. COMPOSITION:**

If the Chair of Physical Properties isn't appointed by the GRF President to this Committee, the Chair can be seated as an advisory Director to the Finance Committee if they so choose.

#### **4. DUTIES:**

- a. Publish an agenda four (4) days in advance of the Committee meeting;
- b. Elect a Vice-Chair at the first meeting;
- ~~b.c.~~ Review and approve monthly staff reports;
- ~~c.d.~~ Meet with the Finance Department (FD) staff at least monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- ~~d.e.~~ Ensure that the financial reporting, procedures and practices of the FD are acceptable from an ethical and professional viewpoint and that they conform to all existing standards of generally accepted accounting principles (GAAP);

(Feb 2019)



## **GOLDEN RAIN OPERATIONS**

### **Finance**

## **COMMITTEE CHARTER**

### **Finance Committee**

~~e.f.~~ f. Review on a monthly basis all financial information as required under applicable sections of the Civil code; ~~s.~~ s. Such review shall include but not be limited to:

- i. Current reconciliation of operating accounts.
- ii. Current reconciliation of reserve accounts.
- iii. Actual operating revenues and expenses compared to current year's budget.
- iv. Accounts statements prepared by the financial institutions where the association has its operating and reserve accounts.
- v. Income and expense statement for the association's operating and reserve accounts.
- vi. Check register, monthly general ledger and delinquent assessment receivable reports.

~~f.g.~~ g. Develop and control all cost centers and general ledger account numbers as necessitated in the accounting operations of GRF;

~~g.h.~~ h. Originate, research, evaluate and develop plans, ideas and programs pertinent to FD;

~~h.i.~~ i. Receive and analyze requests from the BOD, Standing Committees, Mutual Boards and Administrative Staff;

~~i.j.~~ j. Keep the Board regularly informed of existing or prospective needs or procedures affecting finance;

~~j.k.~~ k. Cooperate with the Director of Finance and Executive Director (ED) in the ongoing accounting matters in conjunction with the Mutual Corporations;

~~k.l.~~ l. Review the draft consolidated budget and make recommendations to the BOD;

~~l.m.~~ m. Make recommendations to the BOD concerning the master insurance policy;

~~m.n.~~ n. Review and make recommendations to the BOD concerning all income producing leases and management agreements;

~~n.o.~~ o. Recommend an auditing firm to the BOD for approval;

~~o.p.~~ p. Assist the BOD in understanding the compliance with any contracts relating to Finance.

~~p.q.~~ q. **Provide an** initial approval of the annual budget for cost centers 431, 432, 439, 460, and 465, including Capital requests and upcoming Reserve replacements;

(Feb 2019)



## **GOLDEN RAIN OPERATIONS**

### **Finance**

## **COMMITTEE CHARTER**

### **Finance Committee**

~~q.~~r. Review monthly budget comparisons for cost centers 431, 432, 439, 460, and 465;

~~r.~~s. Review the annual audit and draft financial statement and make recommendations to the BOD;

t. Review policies for cost centers 431, 432, 439, 460, and 465 yearly and send recommended changes to the BOD for approval; and

~~s.~~u. Furnish a report at the GRF Annual meeting.

~~5.~~ ~~Furnish a report at the GRF Annual meeting.~~

### **6.5. LIMITATIONS:**

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

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

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

### **Policy**

Adopted: 11 Jul 69  
 Revised: 15 Dec 76  
 Revised: 19 Nov 85  
 Revised: 19 Mar 96  
 Revised: 21 Jun 16  
 Revised: 27 Sep 16  
 Amended: 28 Mar 17  
 Reviewed: 17 May 18  
 Amended: 26 Feb 19

### **GOLDEN RAIN FOUNDATION**

Seal Beach, California



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** GOVERNING DOCUMENTS COMMITTEE  
**SUBJECT:** RATIFY NEW DMS CATEGORIES AND TITLES  
**DATE:** JULY 3, 2019  
**CC:** FILE

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At its meeting on July 3, 2019, the Governing Documents Committee presented the new header categories and document titles for the current GRF governing documents and recommended the GRF Board of Directors ratify the changes.

I move to recommend the GRF Board of Directors ratify the use of new header categories and document titles for the current GRF governing documents (reduce the header from three lines to two lines and replace the current document names with new document names).

# GRF Governing Documents

10 - ADRC, Landscape Common Areas, Holiday Decorations	1 - Rules
20 - Communications, Publications, IT	2 - Fees
30 - Executive Committee, Administration, HR, Emergency Prep	3 - Procedures
40 - Finance, Purchasing, Income Leases, Fees, Reserves	4 - Forms
50 - Mutual Admin, Stock Transfer, Copy Center, Service Maint	5 - Documents
60 - Physical Properties, All Buildings	6 - Contracts/Reserve
70 - Recreation, Amphitheater, Golf Course, Pool, Janitorial, Library	7 - Contracts/Expense
80 - Security, Bus, Fleet, RV	8 - Human Resources
90 - Other	9 - Other

	POLICY #			CURRENT DOCUMENT NAME TITLE TO BE RESCINDED	HEADER/CATEGORY	NEW TITLE
1	10	5160	3	Architectural Design Review Committee	Architectural Design and Review	Committee Charter
2	20	2810	1	Community Submissions	Communications LW Weekly	Community Submissions
3	20	2811	1	News Coverage of Candidates Running for GRF Board or Public Office	Communications LW Weekly	News Coverage of Candidates Running for GRF Board or Public Office
4	20	2825	3	Special Columns	Communications LW Weekly	Special Columns
5	20	2840.02	3	Deadlines	Communications LW Weekly	Deadlines
6	20	2840.04	3	News Stories	Communications LW Weekly	News Stories
7	20	2840.06	3	Obituaries	Communications LW Weekly	Obituaries
8	20	2840.07	3	News Photos	Communications LW Weekly	News Photos
9	20	2840.08	3	News Coverage	Communications LW Weekly	News Coverage
10	20	2840.09	3	Collection Point	Communications	Survey Collections Point
11	20	2841	2	Graphic Design Services	Communications	Graphic Design Services
12	20	2850	3	Display Advertising Commissions	Communications	Advertising Commissions
13	20	2860	3	Advertising Rates	Communications	Advertising Rates
14	20	2861	1	Advertising for Estate and Patio Sales	Communications LW Weekly	Advertising for Estate and Patio Sales
15	20	2866	1	Bilingual Ads	Communications	Bilingual Advertising
16	20	2869	3	LW Live	Communications	LW Live
17	20	5125	3	Communications Committee	Communications	Communications Committee Charter

	POLICY #			CURRENT DOCUMENT NAME TITLE TO BE RESCINDED	HEADER/CATEGORY	NEW TITLE
18	20	5581	1	Communications Department Advertising Policy	Communications	Communications Department Advertising Policy
19	20	5583	3	Minibus Advertising	Communications	Minibus Advertising
20	20	5585	1	Advertising Policy	Communications	Adsertising Policy
21	20	5045	3	Board Member Use of Foundation Equipment	ITS	Board Member Use of Foundation Equipment
22	20	5046	3	Records Management Policy	ITS - Records Mgmt	Records Management Procedures
23	20	5050	1	Digital Billboards	ITS	Digital Billboards
24	20	5050.01	4	Digital Billboard Request Form	ITS	Digital Billboard Display Request Form
25	20	5051	3	Website Management	ITS	Website Management
26	20	5118	3	ITS Committee Charter	ITS	Committee Charter
27	20	5046A	4	Records Disposition	ITS - Records Mgmt	Records Disposition Form
28	20	5046B	4	Records Management Request Form	ITS - Records Mgmt	Document Retrieval Form
29	30	1001	5	Glossary of Terms	Administration	Glossary of Terms
30	30	1021	1	Posting of Signs on Trust Property	Administration	Posting of Signs on Trust Property
31	30	1022	3	Petitions	Administration	Petitions
32	30	1220	1	Resident Specialists	Administration	Sub-Committee Resident Specialist
33	30	5020	1	Organization of the Board	Administration	Organization of the Board
34	30	5024	1	Committee Structure	Administration	Committee Structure
35	30	5025	3	Election Procedures	Executive Committee	GRF Election Procedures
36	30	5026	3	Election of Officers	Executive Committee	GRF Election of Officers
37	30	5041	5	Real Property Acreage	Administration	Real Trust Property Acreage
38	30	5092	1	Code of Ethics	Executive Committee	Code of Ethics
39	30	5092.01	3	BOD Censure Procedure	Executive Committee	BOD Censure Procedure
40	30	5101	1	Limitation of Term - Standing Committee Chairmen	Executive Committee	Limitation of Term - GRF Officers & Chairs
41	30	5110	3	Executive Committee	Executive Committee	Committee Charter
42	30	5155	3	Plan Investment Administrative Committee	Executive Committee	Plan Investment Administrative Committee



	POLICY #			CURRENT DOCUMENT NAME TITLE TO BE RESCINDED	HEADER/CATEGORY	NEW TITLE
43	30	5231	1	Donations and Gifts	Executive Committee	Donations
44	30	5511	3	Legal Services	Executive Committee	Legal Services
45	30	5511.01	4	Intent to contact GRF Attorney	Executive Committee	Intent to contact GRF Attorney
46	30	5519	3	Committee Budgeted Expenses	Administration	Committee Budgeted Expenses
47	30	5604	3	Publication of Minutes	Administration	Publication of Board Minutes
48	30	5167	3	SPAH Strategic Planning Ad Hoc Committee	Strategic Planning Ad Hoc Committee	Committee Charter
49	30	5175	3	Facilities and Amenities Review	Facilities and Amenities Review	Committee Charter
50	30	5177	3	Health Care Center Advisory Board	Administration	Health Care Center Advisory Board Charter
51	40	5516	3	Committee Non-Budgeted Expense	Finance	Committee Non-Budgeted Expense
52	40	5528	1	Refund of Excess Income	Finance	Refund of Excess Income
53	40	2230	3	Authorized Signatories	Finance	Authorized Signatories
54	40	2244	3	Reconciliation of Annual Financial Statement	Finance	Reconciliation of Annual Financial Statement
55	40	2920	3	Controls	Finance	Budget - Controls
56	40	3323	3	Disposition of Surplus Equipment	Purchasing	Disposition of Surplus Equipment
57	40	3324	2	Purchasing Fees	Purchasing	Purchasing Fees
58	40	3325	3	Purchasing of Non-Standard Items	Purchasing	Purchase of Non-Standard Items
59	40	3326	1	Purchasing Warehouse Guidelines for Inventory and Non-Inventory Purchases	Purchasing	Purchasing Warehouse Guidelines for Inventory and Non-Inventory Purchases
60	40	5061	2	Fees	Finance	Fees
61	40	5115	3	Finance Committee	Finance	Committee Charter
62	40	5520	1	Reserves	Finance	Reserves
63	40	5522	3	Safe Deposit Boxes	Finance	Safe Deposit Boxes
64	40	5523	1	Accounts Receivable Collections	Finance	Accounts Receivable Collections
65	40	5540	1	Contingency Operating Fund	Finance	Contingency Operating Fund
66	40	5506	3	Request for Proposal	Finance	Request for Proposal Requirements
67	40	5340	1	Capital Improvement Fund	Finance	Capital Improvement Fund

	POLICY #			CURRENT DOCUMENT NAME TITLE TO BE RESCINDED	HEADER/CATEGORY	NEW TITLE
68	50	1610	3	Membership Eligibility Criteria	Stock Transfer	GRF Membership Eligibility Criteria
69	50	2115	1	Distribution Business Services	Stock Transfer	Copy & Supply Center Services
70	50	2115A	2	Copy & Supply Ctr Charges	Stock Transfer	Copy & Supply Center Fees
71	50	1023	1	Pet Ownership Rules	Mutual Administration Use of Trust Property	GRF Pet Ownership Rules
72	50	5165	3	Mutual Admin Committee	Mutual Administration	Committee Charter
73	50	5170	3	Service Maintenance Committee	Rescind - Now part of MAC	
74	50	1201	1	Photo ID Cards	Stock Transfer	GRF Identification Cards
75	50	1801	1	Qualified Permanent Residents and Co-Occupant Agreements	Stock Transfer	Use of Community Facilities
76	50	5536.01	1	Guest Passes	Stock Transfer	Gate Passes
77	50	1400	1	Co-Occupants and Qualified Permanent Residents (QPR) Use of Clubhouses	Stock Transfer	Co-Occupants and Qualified Permanent Residents (QPR) Use of Clubhouses
78	60	3331	1	GRF Landscape Areas, Planting adjacent to Perimeter Wall	Physical Property	GRF Landscape Perimeter Walls
79	60	5130	3	Physical Property Committee	Physical Property	Committee Charter
80	60	5350	3	Project Construction	Physical Property	Construction Bids and Contracts
81	60	5504	1	Insurance for Contractors	Physical Property	Insurance Requirements - Contractors
82	60	5504.01	1	Insurance for Vendors	Physical Property	Insurance Requirements - Vendors
83	70	1412.02	1	Smoking Prohibition	Recreation	Smoking Prohibition
84	70	1485	1	Prohibition of Drones	Recreation	Prohibition of Radio or Remote Controlled Vehicles
85	70	2501	1	Community Facilities Library Patron Use	Library	General Information
86	70	1202	1	Club Membership	Recreation	Club Membership
87	70	1403	1	Commercial Use	Recreation	Commercial Use of Facilities
88	70	1405	1	Literature - Community Facilities	Recreation	Literature - Community Facilities
89	70	1406	1	Limitations on Use	Recreation	Limitations on Use of Trust Property
90	70	1411	1	Comm Oper Recreational Facilities	Recreation	Facility Reservations
91	70	1422	3	Marquee	Recreation	Marquee Usage

	POLICY #			CURRENT DOCUMENT NAME TITLE TO BE RESCINDED	HEADER/CATEGORY	NEW TITLE
92	70	1423	3	Bulleting Boards	Recreation	Bulleting Board Usage
93	70	1428	3	Clubhouse Artwork Displays	Recreation	Clubhouse Artwork Displays
94	70	1429.01	1	Golf Course Regulations	Recreation	Golf Course Regulations
95	70	1429.02	1	Golf Course Rules	Recreation	Golf Course Rules
96	70	1431	1	Liability Ins-Caterers	Recreation	Caterers - Liability Insurance
97	70	1445	1	Mission Park	Recreation	Mission Park
98	70	1446	1	Veteran's Park	Recreation	Veteran's Park
99	70	1463	1	Table Tennis Rules	Recreation	Table Tennis Rules
100	70	1466	1	Excercise Room Rules Limitations and Etiquette	Recreation	Exercise Room Rules
101	70	1468	1	Pool Rules Limitations and Etiquette	Recreation	Swimming Pool Rules
102	70	1471	3	Display of Trophies	Recreation	Clubhouse Trophy & Plaque Display
103	70	1480	1	Arts and Crafts Festival	Recreation	Arts and Crafts Festival
104	70	1482	4	Arts and Crafts Festival Seller's Statement	Recreation	Arts and Crafts Festival Seller's Statement & Form
105	70	1487.01	2	Schedule of Fees and Monetary Fines – RV Lot	Recreation	Recreational Vehicle Lot (RVL) - Schedule of Fees and Monetary Fines
106	70	1487.02	1	RV Lot Maintenance	Recreation	Recreational Vehicle Lot (RVL) - Vehicle Maintenance
107	70	1487	1	Recreational Vehicle Lot RVL Rules and Regulations	Recreation	Recreational Vehicle Lot (RVL) Rules and Regulations
108	70	1511	3	Disemnation of Information	Recreation	Disemnation of Information
109	70	1710	1	Adult Education	Recreation	Adult Education
110	70	2609	1	Foundation Equipment	Recreation	GRF Equipment Use
111	70	5135	3	Recreation Committee	Recreation	Committee Charter
112	70	5562	1	Amphitheater Program	Recreation	Amphitheater Programs
113	70	1401	3	Use of Community Facilities	Recreation	Outside Bus Service
114	70	1406.01	1	Ladies Pool and Billboard Room	Recreation	Ladies Pool and Billboard Room
115	70	1409	1	Amphitheater Dancing	Recreation	Amphitheater Dancing

	POLICY #			CURRENT DOCUMENT NAME TITLE TO BE RESCINDED	HEADER/CATEGORY	NEW TITLE
116	80	1920	1	Traffic Rules and Regulations-	Security	Traffic Rules and Regulations
117	80	1925	1	Traffic Rules and Regulations -- Enforcement on-Trust Property	Security	Traffic Rules and Regulations - Enforcement on Trust Property
118	80	1927	1	Parking Rules for Trust Property	Security	Parking Rules for Trust Property
119	80	1927.01	2	Fees for Parking Rules Violations on Trust Property	Security	Fees for Parking Rules Violations on Trust Property
120	80	1927.02	3	Parking Rules for Trust Property	Administration	Parking Rules Violation Panel (PRV)
121	80	1928	1	Golf Carts Parking Rules and Regulations	Security	Golf Cart and Low Speed Vehicle Rules
122	80	3050	3	Security Functions	Security	Security Services
123	80	5145	3	Security Committee	Security Bus and Traffic	Committee Charter
124	80	5533	3	Process Service	Security	Process Service
125	80	5535	3	Pedestrian Gate Security-	Security	Pedestrian Gate Security
126	80	5536	3	Gate Security	Security	Gate Security
127	80	5536.03	3	Gate Security -- Arts and Crafts Festival	Security	Gate Security - Special Events
128	80	5536.05	3	After Hours Visitors	Security	After Hours Visitors
129	80	5537	3	Minibus Service	Bus	Minibus Service
130	80	5538	1	Bus Safety Rules	Bus	Bus Safety Rules

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** GOVERNING DOCUMENTS COMMITTEE  
**SUBJECT:** APPROVE PROPOSED GRF GOVERNING DOCUMENTS FORMAT  
**DATE:** JULY 3, 2019  
**CC:** FILE

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At its meeting on July 3, 2019, the Governing Documents Committee discussed the proposed format for GRF governing documents.

### MOTION 1:

I move to recommend the GRF Board of Directors approve the formatting of GRF governing documents, as amended: (reduce the space between the Document History and end of text of governing document on the last page, amend the Document History section from one column to three columns, add the section 'Key Words', in bold below Document History, move the text "GOLDEN RAIN FOUNDATION, Seal Beach, California to the footer, and reduce the size of footer text to 10 point).

MOTION 2:

I move to recommend the GRF Board of Directors approve a revision to all GRF Committee Charters presented to the Board today:

Paragraph one: "Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VIII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the \_\_\_\_\_Committee and grants to the Committee authority specifically stated within the GRF governing documents."

Paragraph two: "In accordance with Article VII Section I of the Bylaws, the committee chair and members shall be appointed by the GRF President and approved by action of the BOD.

**1. GOALS:**

- a. Increase organizational effectiveness and efficiency
- b. Protect, preserve, and improve our assets



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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** GOVERNING DOCUMENTS COMMITTEE  
**SUBJECT:** ADOPT 30-5180-3 GOVERNING DOCUMENTS COMMITTEE CHARTER  
**DATE:** JULY 3, 2019  
**CC:** FILE

---

At its meeting on July 3, 2019, the Governing Documents Committee recommended the GRF Board of Directors adopt 30-5180-3 Governing Documents Committee Charter.

I move to recommend the GRF Board of Directors adopt 30-5180-3, Governing Documents Committee Charter, as amended.





## **Governing Documents Committee**

### **COMMITTEE CHARTER**

**ADOPT**

Pursuant to state statute (Corp. Code §7420; Corp. Code §7212(c)) and Article VIII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Governing Documents Committee and grants to the Committee authority specifically stated within the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

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

#### **1 GOALS:**

- 1.1. Increase organizational effectiveness and efficiency
- 1.2. Protect, preserve, and improve our assets

#### **2 PURPOSE:**

Create and ensure compliance with formatting standards of the Governing Document, established by the GRF Board of Directors. GRF Governing Documents are defined as:

- 2.1 GRF Trust Agreement including Acreage of Trust Property
- 2.2 GRF Articles of Incorporation
- 2.3 GRF By-Laws
- 2.4 GRF Governing Policies (Rules, Forms, Procedures, Fees and Documents)

#### **3 DUTIES:**

- 3.1. Publish an agenda four (4) days in advance of Committee meeting;
- 3.2. Elect a Vice-Chair at the first meeting;
- 3.3. Review all GRF Committee rules, forms, procedures, fees and documents for:
  - 3.3.1. Consistency in format;
  - 3.3.2. Duplication and contradictions;
  - 3.3.3. Fees and/or procedures included within rules;
    - 3.3.3.1. Make recommendation to appropriate Committee to amend as stand-alone documents;
  - 3.3.4. Ease of understanding by shareholders and staff;
- 3.4 Review and improve reference titles for easier website access by shareholder and staff.
- 3.5 Notify each Committee with recommendations for amending and/or rescinding.



## **Governing Documents Committee**

### **COMMITTEE CHARTER**

**ADOPT**

**3.6** Assist, as requested by staff, in the transition to Governing Documents Tracking software.

**3.7** Chair shall furnish a report at the GRF Annual meeting.

#### **4 LIMITATIONS:**

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

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

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

#### **Document History**

Adopted:

#### **Keywords:**

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** PHYSICAL PROPERTY COMMITTEE (MW)  
**SUBJECT:** RESERVE FUNDING REQUEST - HEAT PUMPS, CLUBHOUSE TWO, UNITS #2 AND #6  
**DATE:** JULY 8, 2019  
**CC:** FILE

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Two heat pumps have exceeded their expected life and are considered beyond repair.

At its regularly scheduled meeting on July 3, 2019, the Physical Property Committee (PPC) duly moved and approved to recommend the replacement of two (2) heat pumps in Clubhouse Two: units #2 and #6. The cost, provided by Greenwood Heating and Air, is for a combined total cost of \$12,800 (see exhibit A), pending review by the Finance Committee for additional Reserve Funding.

At its July regularly scheduled meeting on July 15, 2019, the Finance Committee determined funding was available.

I move to award a contract to Greenwood Heating and Air to replace two (2) heat pumps, in Clubhouse Two: units #2 and #6, for a cost not to exceed \$12,800, Reserve Funding, and authorize the President to sign the contract.

# GREENWOOD

## HEATING & AIR INC.

www.GreenwoodHeatandAir.com  
8940 Electric St. Cypress, CA 90630 ph 714-821-7070

### QUOTE

DATE

5/8/19

INVOICE #

0000013675

#### BILL TO:

Golden Rain - Club House 2  
PO BOX 3519  
Seal Beach CA 90740

#### JOB ADDRESS:

CH2 - Unit #2

		ESTIMATOR	PHONE NUMBER
			562-431-6586
QUAN	DESCRIPTION	AMOUNT	
1.00	<p>Estimate to replace existing ceiling mounted cassette with new Fujitsu cassette as follows:</p> <ul style="list-style-type: none"> <li>- Recover all refrigerant from system into recovery bottle.</li> <li>- Cycle off electrical at service panel for safety precautions.</li> <li>- Disconnect both heat pump and ceiling cassette as needed.</li> <li>- Dispose of both heat pump and ceiling cassette.</li> <li>- R-11 flush copper line set and reuse for new refrigerant.</li> <li>- Hang new cassette and reconnect to existing copper line set and electrical.</li> <li>- Reconnect to existing condensation drain line replacing pump if needed.</li> <li>- Install new Fujitsu stat on wall at same location using same communication wiring.</li> <li>- Install new service disconnect at exterior heat pump for future service access.</li> <li>- Install the proper sized fuses as per appliance data plate.</li> <li>- Reconnect low voltage wires at heat pump.</li> <li>- Reconnect high voltage wiring at both heat pump and air handler.</li> <li>- Pressure test line set and air handler for any leaks using Nitrogen 150 P.S.I.</li> <li>- Vacuum system to 500 microns removing all possible contaminants in system before charging.</li> <li>- Charge system with data approved amount of refrigerant. (R-410A).</li> <li>- Run system in both heating and cooling making sure system is working to Fujitsu spec.</li> </ul> <p>Equipment: Fujitsu 36K Heat Pump</p> <ul style="list-style-type: none"> <li>- Indoor hanging cassette 36K model# ABU36RSLX</li> <li>- Outdoor heat pump 36K model# AOU36RLX</li> </ul>	6,400.00	
TOTAL		\$6,400.00	

Email:greenwoodheat-air@att.net

Lic#945655

TOTAL



8940 Electric St. Cypress, CA 90630 ph 714-821-7070

## QUOTE#

0000012349

**JOB ADDRESS:**

## CH2 - Unit #6

ESTIMATOR		PHONE NUMBER	
Elliott Sr		562-431-6586	
DESCRIPTION			AMOUNT
Estimate to replace existing ceiling mounted cassette with new Fujitsu cassette as follows:			6,400.00
<ul style="list-style-type: none"> <li>- Recover all refrigerant from system into recovery bottle.</li> <li>- Cycle off electrical at service panel for safety precautions.</li> <li>- Disconnect both heat pump and ceiling cassette as needed.</li> <li>- Dispose of both heat pump and ceiling cassette.</li> <li>- R-11 flush copper line set and reuse for new refrigerant.</li> <li>- Hang new cassette and reconnect to existing copper line set and electrical.</li> <li>- Reconnect to existing condensation drain line replacing pump if needed.</li> <li>- Install new Fujitsu stat on wall at same location using same communication wiring.</li> <li>- Install new service disconnect at exterior heat pump for future service access.</li> <li>- Install the proper sized fuses as per appliance data plate.</li> <li>- Reconnect low voltage wires at heat pump.</li> <li>- Reconnect high voltage wiring at both heat pump and air handler.</li> <li>- Pressure test line set and air handler for any leaks using Nitrogen 150 P.S.I.</li> <li>- Vacuum system to 500 microns removing all possible contaminants in system before charging.</li> <li>- Charge system with data approved amount of refrigerant. (R-410A).</li> <li>- Run system in both heating and cooling making sure system is working to Fujitsu spec.</li> </ul>			
Equipment: Fujitsu 36K Heat Pump			
- Indoor hanging cassette 36K model# ABU36RSLX			
- Outdoor heat pump 36K model# AOU36RLX			
<div> <div>Email:greenwoodheat-air@att.net</div> <div>Lic#945655</div> </div>			<div> <div>TOTAL</div> <div>\$6,400.00</div> </div>

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** PHYSICAL PROPERTY COMMITTEE  
**SUBJECT:** AMEND 60-5130-3 PHYSICAL PROPERTY COMMITTEE CHARTER  
**DATE:** JULY 3, 2019  
**CC:** FILE

---

At its meeting on July 3, 2019, the Physical Property Committee recommended the GRF Board of Directors amend 60-5130-3, Physical Property Committee Charter.

I move to recommend the GRF Board of Directors amend 60-5130-3, Physical Property Committee Charter, incorporating the additional Committee goals approved by the GRF Board of Directors at the retreat held on June 27, 2019.





## **GOLDEN RAIN FOUNDATION**

### **Physical Property**

## **COMMITTEE CHARTER**

### **Physical Property Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article ~~VIII~~, Section 4 of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Physical Property Committee (PPC) and grants to the Committee authority specifically stated within the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

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

#### **1. Goals:**

**1.1. Increase Organizational Effectiveness and Efficiency**

**1.2. Protect, Preserve and Improve Our Assets**

#### **1.2. PURPOSE:**

Oversee the operations of the Physical Property Department and ~~Service Maintenance Departments.~~

#### **2.3. DUTIES:**

~~2.1.~~ **3.1.** Publish an agenda four (4) days in advance of Committee meeting;

**3.2.** Elect a Vice-Chair at the first meeting;

~~2.2.~~ **3.3.** Select and approve monthly staff reports to be included in the agenda

~~2.3.~~ **3.4.** Meet with the PPC staff at least monthly or whenever such meetings are deemed necessary, unless canceled by the Chair;

~~2.4.~~ **3.5.** Review monthly budget comparison for cost centers 670, 74, 75 and 679;

~~2.5.~~ **3.6.** Committee responsibilities include but are not limited to: all community infrastructure and related areas.

~~2.6.~~ **3.7.** Analyze requests from various sources within the community that are within the purview of the BOD;

~~2.7.~~ **3.8.** Oversee services provided to the GRF and Mutual Corporations in the areas of ~~Service Maintenance and Inspection~~;

~~2.8.~~ **3.9.** Act as coordinating committee on construction and service bids;

~~2.9.~~ **3.10.** Assist the BOD in understanding the compliance with any contracts relating to PPC;

~~2.10.~~ **3.11.** Quarterly review of all contracts related to the PPC.

~~2.11.~~ **3.12.** Initial approval and recommendation to the Finance Committee of the annual budget for cost centers 670, 74, 75 and 679 including Capital requests and upcoming Reserve replacements;



## **GOLDEN RAIN FOUNDATION**

### **Physical Property**

## **COMMITTEE CHARTER**

### **Physical Property Committee**

2-12:~~3.13.~~ Review policies for cost centers ~~670, 74, 75~~ and ~~679~~. Send recommended changes to the BOD for approval no later than the May meeting; and

~~3.14.~~ Chair must furnish a report at the GRF Annual meeting.

2-13:~~3.15.~~ Approve contractors of record annually.

### **3.4. LIMITATIONS:**

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

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

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

#### **Policy:**

Adopted: 11 Jul 69  
 Amended: 15 Dec 76  
 Amended: 15 Oct 85  
 Amended: 15 Jul 86  
 Amended: 19 Mar 96  
 Amended: 15 Mar 11  
 Amended: 21 June 16  
 Amended: 23 May 17

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** PHYSICAL PROPERTY COMMITTEE (MW)  
**SUBJECT:** CAPITAL FUNDING REQUEST - SOUTHERN CALIFORNIA EDISON (SCE)  
CHARGE READY PROGRAM - EV CHARGING STATIONS  
**DATE:** JULY 9, 2019  
**CC:** FILE

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At its meeting on July 3, 2019 the Physical Property Committee duly moved and approved to request the GRF Board approve the installation of five (5) electric charging stations at the Clubhouse Two parking lot location (see Exhibit A), at a cost not to exceed \$10,000 (see Exhibit B), Capital Funds, pending review by the Finance Committee.

At its regularly scheduled meeting on July 15, 2019, the Finance Committee reviewed funding for this replacement and determined funding was available.

Note: a secondary agreement with Charge Point to establish a cost for charging will be needed after installation of equipment.

I move to authorize SCE to install the infrastructure for five (5) electric charging stations at Clubhouse Two parking lot, funding through the SCE Charge Ready Program, and to authorize the installation of five (5) level two (2) charging ports, at a cost not to exceed \$10,000, Capital Funding, and authorize the President sign any agreements and authorize the Executive Director to make the needed purchase of equipment.

**Step 2 - Agreement****Approved Charge Ports**

1.	Total Number of Approved Charge Ports to be installed at the Site:	5
	a. Number of Level 1 Charge Ports requested by Customer Participant:	0
	b. Number of Level 2 Charge Ports requested by Customer Participant:	5

**Facility Availability for EV Access and Charging**

2.	Description of Approved Location at the Site (e.g., East Parking Lot on Michigan St; 1st Row):	Parking lot of El Dorado
3.	Download Defined Plan showing the Approved Location for the Charge Ready deployment:	

**Approved Charge Ready Program Rebate Information  
(For Each Approved Charge Port)**

4.	Community Type:	Non-disadvantaged Community
5.	Primary Utilization:	Multi-Unit Dwelling

6.	Charge Port Type	7.	Base Cost	8.	Rebate %	9.	Rebate Amount per Charge Port
	Level 1:		\$1,396.00		50 %		\$698.00
	Level 2 A:		\$2,390.00		50 %		\$1,195.00
	Level 2 B:		\$2,095.00		50 %		\$1,047.50

**Reservation Approval by SCE**

10.	Date Reservation Approved:	07/02/2019
11.	Approval – CR Program Manager Signature:	April Quon
12.	SCE Representative Name:	April Quon
13.	Title:	Program Manager
14.	Date:	07/02/2019





## Charge Ready Program Participation Agreement

### 15. Customer Participant:

- a. Agrees that participation in the Charge Ready Program by Customer Participant is subject to the terms and conditions set forth in Tariff Schedule CRPP, Charge Ready Program Pilot, including without limitation the obligation for Customer Participant to take service under Schedule CRPP for not less than ten years from the service turn-on date on an applicable rate schedule for the Charging Stations installed pursuant to Schedule CRPP. Early termination of service of Charge Ready Program Pilot is subject to Special Conditions 7 (Noncompliance) and 8 (Termination Costs) of Schedule CRPP, unless the Customer Participant's successor in interest executes an assignment and assumption agreement and agrees to abide by all terms and conditions of Schedule CRPP. Customer Participant shall not assign the service under Schedule CRPP without the prior written consent of SCE; and the Customer Participant's successor in interest must assume all rights and obligations under this Schedule for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.
- b. Approves the Defined Plan prepared by SCE showing the infrastructure area to be deployed by SCE under the Charge Ready Program.
- c. Agrees to enter into the easement agreement(s) prepared by SCE (if Customer Participant is the Property Owner), or arrange for Property Owner to enter into the easement agreement(s) prepared by SCE (if Customer Participant is not the Property Owner).
- d. Agrees to provide proof of purchase acceptable to SCE for the number and type of Charge Ports approved by SCE within 30 days following the Agreement Date (as shown below).
- e. Acknowledges that funding for the approved deployment and Charge Ready Program rebate is only reserved after SCE receives a copy of this Reservation Request and Contract Agreement signed by Customer Participant and Property Owner (if different from Customer Participant), and failure to provide the required proof of purchase and easement agreement(s) signed by the legal owner of the Site within 30 days following approval of this application by SCE will void any funding reserved for Customer Participant in connection with the Charge Ready Program.
- f. Represents and warrants that Customer Participant has not applied and will not apply for other rebates or incentives offered by third parties which, if combined with the Charge Ready Program rebates, would cover more than 100% of the cost of the charging stations and their installation.
- g. Agrees that any election by Customer Participant with respect to the number of charging stations, their charging levels, and the charging station models cannot be modified after being submitted by Customer Participant to SCE.
- h. Agrees to participate in a Customer Satisfaction Survey following completion of deployment, upon request by SCE.
- i. Customer Participant acknowledges that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship. Further, SCE makes no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Charge Ready Program. Customer Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety and/or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Customer Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Charge Ready Program. Without limiting the foregoing, SCE, its parent companies, directors, officers, employees, or agents shall not be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- j. Indemnification of SCE. To the fullest extent permitted by law, Customer Participant shall indemnify, defend, and hold harmless SCE, its parent companies, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Customer Participant under this Agreement, (b) any act or omission of Customer Participant, whether based upon Customer Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or any third party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Customer Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused solely by SCE's willful misconduct or gross negligence.
- k. Defense of Claim. If any Claim is brought against the Indemnified Parties, Customer Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Customer Participant may exist with respect to such Claim. If a conflict precludes Customer Participant from assuming the defense, then Customer Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Customer Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Customer Participant of any of its obligations hereunder.
- l. Survival. Customer Participant's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- m. This Agreement is subject to the applicable provisions of SCE's tariffs, including Schedule CRPP, filed and authorized by the California Public Utilities Commission. This Agreement shall, at all times, be subject to such changes or modifications by the California Public Utilities Commission, as said Commission may, from time to time, direct in the exercise of its jurisdiction.



### Agreement by Customer Participant

By signing, I represent that the information provided in this Reservation Request and Contract Agreement is true, accurate and complete. I also hereby indicate my consent to execute and submit this document electronically.

16.	Customer Participant Signature:
17.	Name Printed: Mark Weaver
18.	Title: Facilities Director
19.	Agreement Date:

### Agreement by Property Owner

By signing, I hereby approve the proposed deployment under the Charge Ready Program as described above and agree to enter into Easement Agreements to be prepared by SCE. I also hereby indicate my consent to execute and submit this document electronically.

20.	Name:
21.	Property Owner (if not Customer Participant) Signature:
22.	Title:
23.	Date:

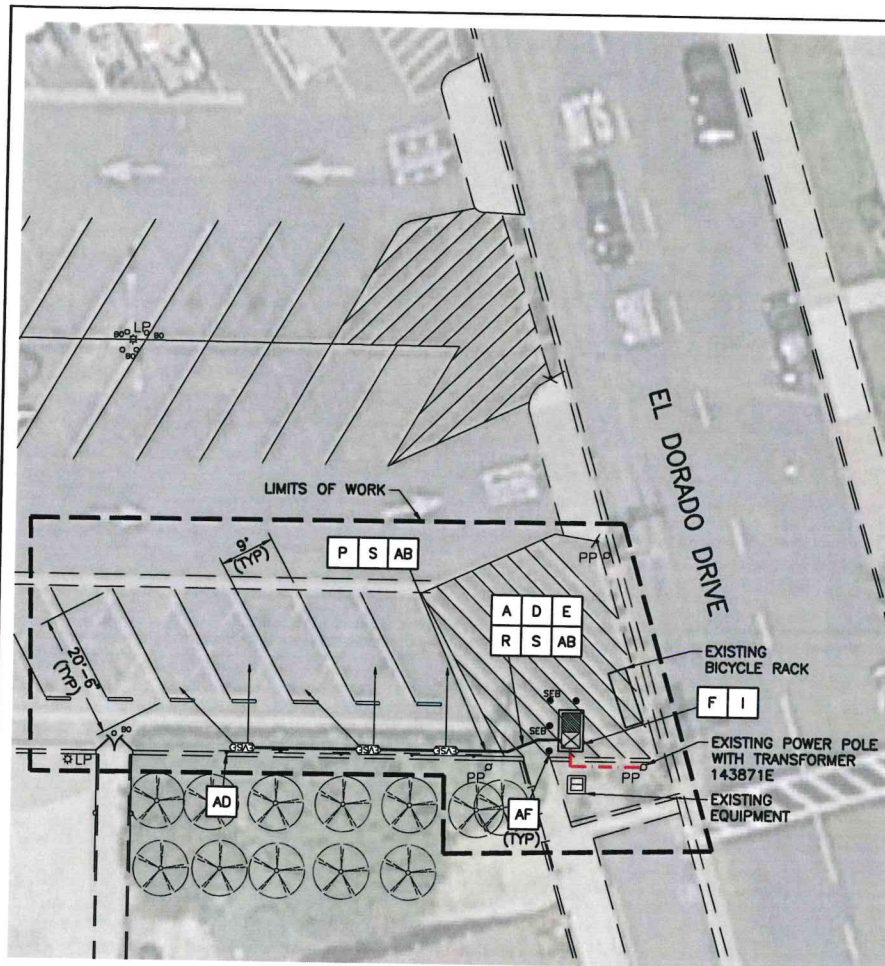


Proposed Locations for EV Charging Stations



Parking Lot Clubhouse Two





CUSTOMER INFRASTRUCTURE IMPROVEMENTS		
CONSTRUCTION NOTES		E.Q.
A	REMOVAL OF HARDEN SURFACING	80 SF
D	2' WIDE UTILITY TRENCH	20 LF
E	PROPOSED ASPHALT CONCRETE PAVEMENT	30 SF
F	PROPOSED CONCRETE	50 SF
I	INSTALL 400 AMP SERVICE CT METER AND MAIN PANELBOARD	1 UNIT
P	INSTALL ABOVE GRADE RIGID METAL CONDUIT <2"	195 LF
R	INSTALL BELOW GRADE PVC CONDUIT <2"	120 LF
S	#8 WIRE CONDUCTOR	820 LF
AB	DATA CAT5E CABLE	155 LF
AD	INSTALL ASSIGNED EVSE SIGNAGE	5 UNITS
AF	INSTALL SITE BOLLARDS	4 UNITS

#### NOTES:

- UTILITY DISTRIBUTION INFRASTRUCTURE SHOWN IN RED BUILT BY OTHERS AND SHOWN ONLY FOR PROJECT CLARITY AND COORDINATION.
  - IMPACTED EXISTING PARKING = 5 TOTAL SPACES; 5 STANDARD SPACES
  - PROPOSED CHARGING = 5 TOTAL SPACES; 5 ASSIGNED SPACES
  - EVSE LAYOUT BASED ON USE OF DUAL AND SINGLE PORT WALL MOUNTED STYLE CHARGERS
  - PROPOSED SERVICE PANEL MAY BE STANDARD OR 100% RATED. SEE SINGLE LINE FOR CLARIFICATION.
- \*LINEAR FOOTAGE QUANTITIES INCLUDE VERTICAL TRAVEL

<b>Blair, Church &amp; Flynn</b> CONSULTING ENGINEERS	CONSULTANT Blair, Church & Flynn Consulting Engineers 4842 Clark Avenue, Suite 200 Clarks, California 95612 Tel (916) 528-5400 Fax (916) 528-5500	SCE CHAI
		0274 GOLDEN RAIN EVSE SITE IMPROVEMENTS DEFINED PL

Drawing: P:\315-0386\Plot\0274\_GRP\00 Phase\Exhibits\Defined Plan Set\0274\_GRP\_DP.dwg; Layout1 Plot by: jones Jun 19, 2019 - 2:43pm



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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** PHYSICAL PROPERTY COMMITTEE (MW)  
**SUBJECT:** RESERVE FUNDING REQUEST - CHANNEL FENCING, MAIN GATE ENTRANCE  
**DATE:** JULY 8, 2019  
**CC:** FILE

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The Architectural Design & Review Committee requested costs to replace the section of fencing next to the Main Gate entrance, over the channel. The entire fence replacement on Golden Rain Road has been forwarded to the Strategic Planning Ad Hoc Committee for consideration. Attached is an illustration of where and what the replacement could look like.

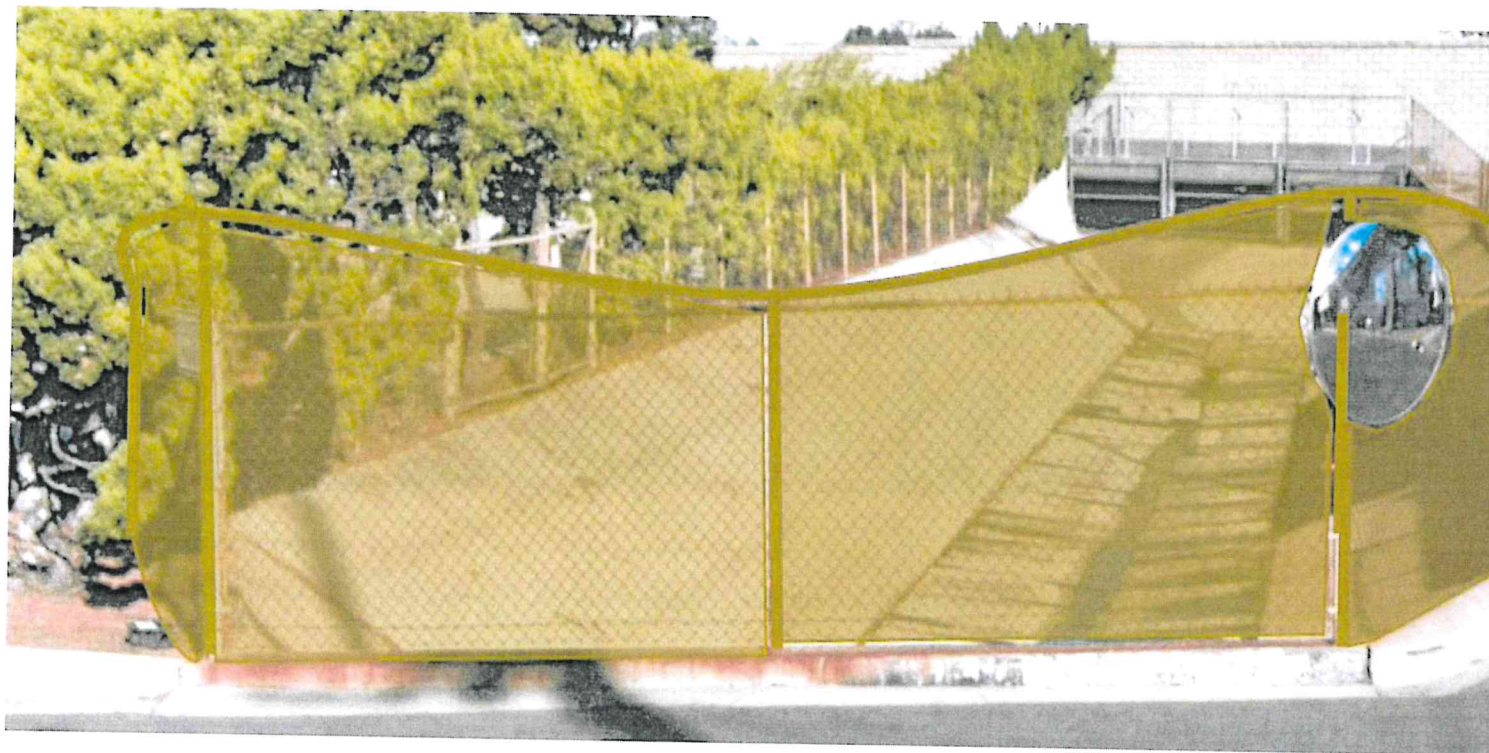
Staff's investigation, through the City of Long Beach, located the vendor Quality Fence who was the contractor for the installation of this type of fence in Long Beach.

Quality Fence quoted a cost of \$3,000 for the replacement of 60' of fence at the location requested. See attached proposal.

At its regularly scheduled meeting on July 3, 2019, the Physical Property Committee duly moved and approved to request the GRF Board replace the section of chain link fencing next to the Main Gate entrance over the channel, pending review by the Finance Committee.

At its regularly scheduled meeting on July 15, 2019 the Finance Committee reviewed funding for this replacement and determined funding was available. Note: This component is in the Reserve Study for the entire Channel Fence, #518 (see attachment).

I move to award a contract to Quality Fence for the replacement of 60' of fencing over the channel, at the Main Gate Entrance, for a cost not to exceed \$3,000, Reserve Funding, and authorize the President to sign the contract.



<https://www.swanfence.com/products/Fused-Bonded>





# Quality Fence Co., Inc.

(Contractors License #382736)

14929 Garfield Avenue, Paramount, CA 90723, (323) 585-8585, Fax (562) 869-7804

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a contractor may be referred to the Registrar of the Board whose address is: Contractor's State License Board, 1020 N Street, Sacramento, CA 95814

Date: June 26, 2019

Proposal written by Ty Cavanaugh

Job: Sample Channel Fence at Seal Beach Leisure World

Attn: David Rudge

Company: Golden Rain Foundation

Address: PO Box 2069

City, State & Zip: Seal Beach, CA 90740

Phone: (562)431-6586 Ext. 365

Email: [davidr@lwsb.com](mailto:davidr@lwsb.com)

As per terms and conditions set forth, we, Quality Fence Co., Inc. propose to furnish and install fences as per diagram plans and materials listed hereon. All work to be completed in a workmanlike manner.

## Proposal:

Labor and material to install 60' sample section of channel fence, 2" mesh, top and bottom rail. Wave style with powder-coated/painted posts.

Base Bid: \$2,500.00

*Acceptance of Proposal* – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

## AGREEMENT

This is a contract between two parties and will be effective when accepted. Buyer agrees to clear and establish grade and fence lines before construction. Buyer to assume full responsibility for any and all underground pipes, wires and/or utilities of any type. In the event the fence is not paid for within 60 days, seller has the title right to remove said fence and return to company. In the event of cancellation, buyer agrees to forfeit ten percent of contract price to cover preparations made by Quality Fence Co., Inc. Merchandise listed hereon shall remain the property of the seller until paid for by cash at which time, title will pass to purchaser. If the account is assigned to an attorney or collection agency for collection, then the buyer agrees to pay reasonable attorney fees, court costs and other collection costs. In the event the buyer authorizes extra work other than stated herein, he shall pay on the basis of labor and materials upon presentation of itemized statement. 1.5% interest due each month on unpaid balances after 30 days. Purchaser and users of the product known as Ultra Barrier and Razor Ribbon shall indemnify and hold Quality Fence Co., Inc. harmless from all losses and costs of defense arising from or after use of these products. This proposal and its prices are void after 5 days.

# Quality Fence Co., Inc.

(Contractors License #382736)

14929 Garfield Avenue, Paramount, CA 90723, (323) 585-8585, Fax (562) 869-7804

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a contractor may be referred to the Registrar of the Board whose address is: Contractor's State License Board, 1020 N Street, Sacramento, CA 95814

Date: May 28, 2019

Proposal written by Ty Cavanaugh

Job: Sample Channel Fence at Seal Beach Leisure World

Attn: David Rudge

Company: Golden Rain Foundation

Address: PO Box 2069

City, State & Zip: Seal Beach, CA 90740

Phone: (562)431-6586 Ext. 365

Email: [davidr@lwsb.com](mailto:davidr@lwsb.com)

As per terms and conditions set forth, we, Quality Fence Co., Inc. propose to furnish and install fences as per diagram plans and materials listed hereon. All work to be completed in a workmanlike manner.

## Proposal:

Labor and material to install 60' sample section of channel fence, 1" mesh, top and bottom rail. Wave style with powder-coated/painted posts.

Base Bid: \$3,000.00

Sample No. 2: with 2" mesh and no rail 30' down line at no charge.

*Acceptance of Proposal* – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

## AGREEMENT

This is a contract between two parties and will be effective when accepted. Buyer agrees to clear and establish grade and fence lines before construction. Buyer to assume full responsibility for any and all underground pipes, wires and/or utilities of any type. In the event the fence is not paid for within 60 days, seller has the title right to remove said fence and return to company. In the event of cancellation, buyer agrees to forfeit ten percent of contract price to cover preparations made by Quality Fence Co., Inc. Merchandise listed hereon shall remain the property of the seller until paid for by cash at which time, title will pass to purchaser. If the account is assigned to an attorney or collection agency for collection, then the buyer agrees to pay reasonable attorney fees, court costs and other collection costs. In the event the buyer authorizes extra work other than stated herein, he shall pay on the basis of labor and materials upon presentation of itemized statement. 1.5% interest due each month on unpaid balances after 30 days. Purchaser and users of the product known as Ultra Barrier and Razor Ribbon shall indemnify and hold Quality Fence Co., Inc. harmless from all losses and costs of defense arising from or after use of these products. This proposal and its prices are void after 5 days.



#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
329	Security Dist. Piping - Replace	40	16	\$15,000
330	Water Dist Main Water Valves - Repl	1	0	\$50,000
332	Water Heaters - Replace	5	0	\$10,100
350	Exhaust Fans - Replace	10	1	\$28,000
385	Walkway Light Fixtures - Replace	8	0	\$25,000
430	Drinking Fountains - Replace	15	4	\$41,500
439	Outdoor Furnishings - Replace	10	1	\$16,000
800	Exterior Doors - Replace	1	0	\$30,000
917	Audio-Visual Equipment - Replace	10	5	\$8,000
970	CCTV Camera System - Replace	5	3	\$71,000
1860	Fire Alarm Systems - Replace	20	11	\$60,000
Infrastructure				
201	Asphalt (Parking Lot) - Resurface	30	6	\$810,000
201	Asphalt (Phase 1) - Resurface	25	22	\$575,000
201	Asphalt (Phase 2) - Resurface	25	23	\$705,000
201	Asphalt (Phase 3) - Resurface	25	24	\$937,000
201	Asphalt (Phase 4) - Resurface	25	2	\$1,050,000
201	Asphalt (Phase 5) - Resurface	25	3	\$1,700,000
201	Asphalt Clubhouse 2 - Resurface	10	0	\$40,000
202	Asphalt (Parking Lot) - Repair/Seal	4	1	\$100,000
202	Asphalt (Phase 1) - Repair/Seal	5	0	\$100,000
202	Asphalt (Phase 2) - Repair/Seal	5	1	\$100,000
202	Asphalt (Phase 3) - Repair/Seal	5	4	\$100,000
202	Asphalt (Phase 4) - Repair/Seal	5	6	\$100,000
202	Asphalt (Phase 5) - Repair/Seal	5	7	\$100,000
360	Crosswalk Lights - Replace	20	16	\$86,500
360	Street Lights Backup Battery - Repl	10	9	\$15,000
360	Traffic Light Poles - Replace	30	28	\$37,000
361	Large Pole Lights - Replace	25	13	\$58,500
367	Marquee - Replace	20	1	\$50,000
380	Shuffleboard Court Lights - Replace	25	8	\$21,000
505	Pedestrian Gates - Replace	25	24	\$30,000
518	Chain Link Fence - Replace	40	6	\$63,500
560	St Andrews Vehicle Gate - Replace	25	9	\$10,100
706	Barrier Arm Operator - Replace	10	1	\$6,550
708	Gate Operators - Replace	10	0	\$3,300
709	Electrical Generator - Replace	20	1	\$5,450
968	Gate Server Equipment - Replace	5	2	\$3,550
1003	Irrigation Controllers - Replace	5	1	\$53,500
1020	Landscape Removal & Replacement	1	0	\$50,000
1113	Metal Surfaces - Repaint	5	2	\$3,400
1115	HC Bldg Exterior Flatwork - Repaint	10	9	\$21,000
1116	HC Bldg Wood Surfaces - Repaint	5	4	\$9,000
1118	Parking Spaces - Restripe	3	1	\$8,100
1118	Red Curbs - Repaint	3	3	\$22,500
1702	Waterscape Shoreline - Clean/Repair	0	1	\$130,000
1906	Radar Trailer - Replace	10	6	\$8,950
Miscellaneous Components				
1022	Main Gate Beautification - Project	25	23	\$240,000



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** ADOPT TRUST PROPERTY LOCKER RULES AND REGULATIONS  
**DATE:** JULY 2, 2019  
**CC:** FILE

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At its meeting on July 1, 2019, the Recreation Committee recommended the GRF Board of Directors adopt 70-1433-1, Trust Property Locker Rules and Regulations.

I move to recommend the GRF Board of Directors adopt 70-1433-1, Trust Property Locker Rules and Regulations, which sets forth the rules and regulations for the use of Trust Property Lockers.



## COMMUNITY OPERATIONS

70-14331XXX -1XX

### USE OF COMMUNITY FACILITIES

**Trust Property Locker Rules and Regulations** All lockers are the property of the Golden Rain Foundation. ~~A fee will be assessed for locker damage caused by negligence or abuse.~~

1. Lockers may only be leased by currently registered clubs, or organizations or mutual boards in good standing for a period of one year. Fees are set by the Recreation Committee and may vary by the size of the locker.
2. Only one locker may be rented at a time per club. Larger organizations may request additional storage by petitioning the Recreation Committee, in writing.
3. Locks on all rented lockers are issued by, and are the property of, the Golden Rain Foundation. A fee will be assessed for any missing or damaged locks. See policy XXXX-XX.
4. Assigned lockers and locks may not be switched to another without prior consent from Recreation Department Management. Unauthorized transfers are subject to forfeiture of the locker, items removed, lock changed, and the locker reassigned.
5. Any lock on a rented locker not previously approved by management is subject to removal.
6. Any locker rental term not renewed by its expiration date is subject to forfeiture. Items left inside the locker will be removed, the lock changed, and the locker reassigned.
7. Any items removed by Recreation Management from expired or unauthorized rental lockers are held in storage for up to 30 days. If the items are not reclaimed, they will be disposed.
8. The Golden Rain Foundation and the Recreation Department are not responsible for lost or stolen items.
9. Lockers may only be used for legitimate purposes involving club activities. Use of any locker for inappropriate or unlawful purposes or storage of dangerous substances is prohibited and subject to forfeiture.
10. Locker fees cannot be prorated and are not refundable.
11. Lockers are subject to random inspections by the Recreation Department.

11. ~~12.~~ A fee will be assessed for locker damage caused by negligence or abuse.

## **COMMUNITY OPERATIONS**

**70-1433**~~XXX-~~

~~13XX~~

### **USE OF COMMUNITY FACILITIES –**

#### **Trust Property Locker Rules and Regulations**

##### **Locker Fee Schedule**

1. All trust property lockers, or other storage designated as a locker, regardless of size, shall be leased at the rate of five dollars (\$5.00) for a period of one year.
2. ~~Storage closets shall be leased at the rate of \$10.00 per year.~~ The cost for missing or damaged locks will be assessed at actual cost plus 10%.
3. The lease shall be executed by the club or organization president or other officer as assigned in the Recreation Reservations office and payment shall be rendered at the time of execution of the lease agreement.

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Golden Rain Foundation

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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** AMEND 70-1422-3, MARQUEE  
**DATE:** JULY 2, 2019  
**CC:** FILE

---

At its meeting on July 1, 2019, the Recreation Committee recommended the GRF Board of Directors amend 70-1422-3, Marquee.

I move to recommend the GRF Board of Directors amend 70-1422-3, Marquee, changing the name to Marquee Usage and clarifying usage procedures.



## **COMMUNITY OPERATIONS**

### **Recreation**

## **USE OF COMMUNITY FACILITIES**

### **Marquee Usage**

The Recreation Department is responsible for the operation of the marquee.

The marquee at the corner of Golden Rain Road and St. Andrews Drive is for the exclusive use of the Golden Rain Foundation (GRF) Board, GRF Committee meetings, Mutual meetings, amphitheater performances, GRF special events, and emergency notices. available for notices of meetings that are of general community interest.

~~Priority will be given to public meetings of the Golden Rain Foundation (GRF) Board, official notices, amphitheater performances and meetings which require the use of a large facility and that attract a wide cross-section of Foundation Members. Other groups holding open meetings will be afforded space, as available.~~

~~The marquee will not be available to publicize the following types of meetings, events, or functions:~~

- ~~a. Meetings that serve a fund-raising function.~~
- ~~b. Meetings, events or functions where a charge is made to attend or where a donation is taken up at the meeting. Membership dues or payment for food or drink in a recognized club in the community is not considered a donation or charge.~~
- c. Private events.

Any and all exceptions will be determined by the Recreation Department head in consultation with the Recreation Committee.

### **Policy:**

Adopted: 18 May 71, Effect. 01 Jul 71  
 Amended: 19 Mar 91  
 Amended: 18 Feb 97  
 Amended: 21 Jul 98  
 Amended: 17 Nov 98  
 Amended: 21 Sept 99  
 Amended: 20 Apr 10  
 Amended: 22 Aug 17  
 Reviewed: 07 Aug 18

**GOLDEN RAIN FOUNDATION**  
**Seal Beach, California**



**COMMUNITY OPERATIONS**

**Recreation**

**USE OF COMMUNITY FACILITIES**

**Marquee Usage**

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Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** RECREATION COMMITTEE  
**SUBJECT:** AMEND 70-5135-3, RECREATION COMMITTEE CHARTER  
**DATE:** JULY 2, 2019  
**CC:** FILE

---

At its meeting on July 1, 2019, the Recreation Committee recommended the GRF Board of Directors amend 70-5135-3, Recreation Committee Charter.

I move to recommend the GRF Board of Directors amend 70-5135-3, Recreation Committee Charter, incorporating the additional Committee goals approved by the GRF Board of Directors at the retreat held on June 27, 2019, updating the Committee duties, and updating the cost center numbers associated with the Recreation Committee.





## **GOLDEN RAIN OPERATIONS**

### **Recreation**

## **COMMITTEE CHARTER**

### **Recreation Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article ~~VIII~~, ~~Section 4~~ of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Recreation Committee (RC) and grants to the Committee authority specifically stated within the GRF governing documents, and policies as granted by the BOD or as stated within this policy.

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

#### **1. GOALS:**

- a. Increase organizational effectiveness and efficiency**
- b. Protect, preserve and improve our assets**

#### **1.2. PURPOSE:**

Oversee the recreational facilities and provide activity opportunities for the general enjoyment of the community.

#### **2.3. DUTIES:**

- a. Publish an agenda four (4) days in advance of Committee meeting;
- b. Elect a Vice-Chair at the first meeting;
- ~~b.~~c. Review monthly staff report formats to be included in the monthly agenda;
- ~~c.~~d. Meet with the Recreation Department staff at least monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- ~~d.~~e. Review monthly budget comparison for Cost Centers 735, 740, 745, 746, 747, 748, 749, 651, 652, 653, 754, and 656;
- ~~e.~~f. Receive and analyze requests from GRF Board members, Mutual Boards, Administrative Staff or Members;
- ~~f.~~g. Make referrals to the Physical Property Committee for cost and feasibility studies of those projects involving capital construction, additions to or modifications of existing structure or facilities, and/or maintenance thereof, before submitting recommendations to the BOD;
- ~~g.~~h. Originate, research, evaluate and develop recreational plans, ideas and programs;
- ~~h.~~i. Assist the BOD in understanding compliance with any contracts relating to Recreation;
- ~~i.~~j. Initial approval and recommendation to the Finance Committee of the annual budget for Cost Centers 735, 740, 745, 746, 747, 748, 749, 651, 652, 653, 654, and 656,

(Aug 2018)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** SECURITY BUS AND TRAFFIC COMMITTEE  
**SUBJECT:** AMEND 80-5145-3 SECURITY, BUS AND TRAFFIC COMMITTEE CHARTER  
**DATE:** JULY 11, 2019  
**CC:** FILE

---

At its meeting on July 10, 2019, the Security, Bus and Traffic Committee recommended the GRF Board of Directors amend 80-5145-3 Security, Bus and Traffic Committee Charter.

I move to recommend the GRF Board of Directors amend 80-5145-3, Security, Bus and Traffic Committee Charter, incorporating the additional Committee goals approved by the GRF Board of Directors at the retreat held on June 27, 2019.



## **GOLDEN RAIN OPERATIONS** **Security, Bus and Traffic**

### **COMMITTEE CHARTER AMEND**

#### **Security, Bus and Traffic Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VIII, ~~Section 4~~ of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Security, Bus and Traffic Committee (SB&T) and grants to the Committee authority specifically stated within the GRF governing documents, ~~and policies as granted by the BOD or as stated within this policy.~~

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

#### **1. GOALS**

**1.1 Increase organizational effectiveness and efficiency**

**1.2 Protect, preserve and improve our assets.**

#### **1.2. PURPOSE:**

Oversee the operation of the Security Department, Bus Service, Traffic and Parking enforcement.

#### **2.3. DUTIES:**

- a. Publish an agenda four (4) days in advance of a Committee meeting;
- b. Elect a Vice-Chair at the first meeting;
- c. Meet with the management of the Security Department, Bus services and Administration monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- d. Review monthly budget comparison for cost centers 37 and 38;
- e. Originate, research, evaluate and develop ideas, plans and programs which are pertinent to ~~these specified areas~~ Security, Bus and Traffic Committee;
- f. Receive and analyze pertinent requests from GRF Board members, Mutual Boards, Administrative Staff or Shareholder/Members;
- g. Study the adequacy of bus schedules, and the acquisition and/or replacement of equipment;
- h. Implement the enforcement of the vehicle-related policies;
- i. Conduct studies and research in the areas of movement and parking on Trust property;
- j. Review all contracts that fall under this Committee quarterly.
- k. Provide initial approval recommendation to the GRF Finance Committee Initial

(Nov 2017)



**GOLDEN RAIN OPERATIONS**  
**Security, Bus and Traffic**

**COMMITTEE CHARTER AMEND**

**Security, Bus and Traffic Committee**

approval and recommendation to the Finance Committee of the annual budget for cost centers 837 and 838, including Capital requests and upcoming Reserve replacements;

- l. Review policies for cost centers 837 and 838 yearly and send recommended changes to the GRF BOD no later than May for approval; and
- m. Furnish a report at the GRF annual meeting.

**3.4. LIMITATIONS:**

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

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

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

**Policy**

Adopted: 18 Jan 72  
 Amended: 15 Dec 76  
 Amended: 15 Oct 85

(Nov 2017)

**GOLDEN RAIN FOUNDATION**  
**Seal Beach, California**



**GOLDEN RAIN OPERATIONS**  
**Security, Bus and Traffic**

**COMMITTEE CHARTER \_\_\_\_\_ AMEND**

**Security, Bus and Traffic Committee**

Amended: 19 Mar 96  
Amended: 15 Mar 11  
Amended: 21 June 16  
Amended: 23 May 17  
Reviewed: 08 Nov 17



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

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## BOARD ACTION REQUEST

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**TO:** GRF BOARD OF DIRECTORS  
**FROM:** SECURITY, BUS AND TRAFFIC COMMITTEE  
**SUBJECT:** TRUST PROPERTY TRAFFIC ENFORCEMENT BY SEAL BEACH POLICE DEPARTMENT  
**DATE:** JULY 11, 2019  
**CC:** FILE

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The Golden Rain Foundation at Leisure World Seal Beach is committed to the safety and of all residents, especially in regard to vehicle traffic and pedestrian safety. Towards that end, the GRF Board of Directors has made positive steps in the past few years to enhance safety inside LWSB.

After careful deliberation, a proposal was made by the GRF Board to review the possibility of having Seal Beach Police Department enforce traffic laws upon Trust Property. Before this could possibly occur, Trust Property streets 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, including posted signage. The cost of obtaining this certification totaled approximately \$200,000.

When speaking to members of the Seal Beach Police Department, they 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. Even with this objection, the safety and security of all Leisure World shareholders and guests must be the most important factor in determining if Seal Beach Police Department provides traffic enforcement on GRF trust streets.

It is important to note that in the last five years, there have been **554** traffic accidents and collisions involving motor vehicles (including golf carts).

I move to approve to send a formal request to the City of Seal Beach City Council, for Seal Beach Police Department traffic enforcement upon Trust Property as Trust Property has been certified to meet the standards of CAMUTCD.