



Board of Directors

Agenda

Clubhouse Four
Tuesday, October 22, 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 (pp. 1-6)
- 6) Health Care Advisory Board Update
- 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 Agenda (Ms. Stone, pp. 7-46)
 - a) Committee/Board meetings for the Month of September (pp. 7-8)
 - i) Minutes of the Recreation Committee Board Meeting of September 3, 2019
 - ii) Minutes of the Executive Committee Board Meeting of September 6, 2019
 - iii) Minutes of the Security, Bus & Traffic Committee Board Meeting of September 11, 2019
 - iv) Minutes of the Strategic Planning Ad hoc Board Meeting of September 18, 2019
 - b) GRF Board of Directors Minutes, September 24, 2019 (pp. 9-22)
 - c) October GRF Board Report (pp. 23-34)
 - d) Accept Month of September Financial Statements for Audit (pp. 35-40)
 - e) Approve Reserve Funds Transfer (pp. 41-42)
 - f) Approve Reserve Funds Investment Purchase (pp. 43-44)
 - g) Approve Capital Funds Investment Purchase (pp. 45-46)

9) Reports

- a) Facilities and Amenities Review (FAR) Ad hoc Committee
- b) Management Services Review Ad hoc Committee
- c) Strategic Planning Ad hoc Committee
- d) Website Ad hoc Committee

10) New Business

a) Communications and ITS Committee

- i) Amend 20-5050-34, Digital Billboards and 20-5050.01-34, Request to Display on Digital Billboards (Ms. Isom, pp. 47-54)

b) Executive Committee

- i) **TENTATIVE VOTE:** Adopt 30-5093-1, Member Rules of Conduct (Ms. Hopewell (pp. 55-58)
- ii) **TENTATIVE VOTE:** Adopt 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties (Mrs. Perrotti, pp. 59-60)

c) Facilities and Amenities Ad hoc Committee

- i) **FINAL VOTE:** Amend 70-1406-1, Limitations on Use (Mr. Friedman, pp. 61-70)
- ii) **FINAL VOTE:** Adopt 70-1406-2, Limitation of Use, Fees (Mrs. Perrotti, pp. 71-78)

d) Finance Committee

- i) **FINAL VOTE:** 40-5061-2, Fees (Ms. Rapp, pp. 79-84)
- ii) Acceptance of the Reserve Study for Budget Year 2020 (Ms. Winkler, pp. 85-94)
- iii) Acceptance of the 2020 Annual Budget Disclosure and Policy Statement (Mr. Friedman, pp. 95-110)
- iv) Amend 40-5115-3, Finance Committee Charter, 40-2115-1, Copy and Supply Center Services, and 40-2115-2, Copy and Supply Center, Fees (Mr. Lukoff, pp. 111-118)
- v) Amend 40-3324-2, Purchasing Fees (Mr. Doderio, pp. 119-120)
- vi) Exclusive Use of Trust Property, Annual Lease Agreements (Mr. Massetti, pp. 121-148)
 - (1) Friends of the Library
 - (2) Golden Age Foundation
 - (3) Radio Club

(4) RV Lot

e) Mutual Administration Committee

- i) Rescind 1801-33, Use of Community Facilities (Ms. St. Aubin, pp. 149-150)
- ii) Amend 50-5165-3, Mutual Administration Committee Charter (Ms. Findlay, pp. 151-154)
- iii) **FINAL VOTE:** Adopt 50-1201-2, GRF Identification Cards, Fees (Ms. Hopewell, pp. 155-156)

f) Physical Property Committee

- i) Reserve Funding Request – Clubhouse Six, Heat Pump Replacement, Unit 2 (Ms. Rapp, pp. 157-158)
- ii) Capital Funding Request – Clubhouse Four, Phase IV (Ms. Winkler, pp. 159-160)
- iii) Reserve Funding Request – Clubhouse Six, Ambulance Room (Ms. Snowden, pp. 161-164)
- iv) Capital Funding Request - EV Charging Stations (Mr. Lukoff, pp. 165-174)
- v) Reserve Funding Request – 1.8 Acres, Gate Replacement (Ms. Snowden, pp. 175-176)

g) Recreation Committee

- i) Reserve Funding Request – Upper Amphitheater Blind Replacement (Mrs. Perrotti, pp. 177-184)
- ii) Adopt 70-2504-1, Library Rules and Adopt 70-2504-3, Library Procedures (Ms. Gerber, pp. 185-196)
- iii) **TENTATIVE VOTE:** Adopt 70-2504-2, Library Fees (Ms. Heinrichs, pp. 197-198)

h) Strategic Planning Ad hoc Committee

- i) Amend 30-5167-3, Strategic Planning Ad hoc Committee Charter (Ms. Gerber, pp. 199-201)

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, **November 26, 2019, 10:00 a.m.**, Clubhouse Four.

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Your Health Care Center, Your Way.

*Seal Beach Leisure World Health Care Center
October 8, 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



02

Modern HealthCare with Heart

Recent News

- Lecture Series with Alzheimer's OC: June through November
- New Providers at the Health Care Center
 - Dr. Nora Oakley, Chiropractic (September)
 - Los Alamitos Orthopedics (September)
 - Recruiting for new primary care physician, podiatrist, optometrist, behavioral health specialist
- Multiple Support Groups
 - Diabetes
 - Breast Cancer
 - Anxiety & Depression through November
 - New class set up coming in January

03

What's Coming Next

Clinic Operations and Services

- Dr. Mary Sherman retiring this fall
- Dr. Douglas McCune retiring October 29th
- Flu Clinic to be held October 18th, Clubhouse 6
- Red Cross Blood Drive October 25th 8am-3pm

Facility Update & Renovation Plan

- X-Ray ordered, finalizing installation details and date
- Comprehensive renovation on track to begin in January
 - Permitting process

Community Benefit Projects

Recommendation / Proposal

- OptumCare funding for a consultant with experience in designing gyms and related programs for seniors
 - Equipment recommendations
 - Optimal flooring
 - Program protocols for senior fitness

Annual Resident Survey

New Resident Welcome Wagon

New Resident Welcome Packet

05

A Better Future Together!



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 September 2019 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of September 3, 2019
- Minutes of the Executive Committee Board Meeting of September 6, 2019
- Minutes of the Security, Bus & Traffic Committee Board Meeting of September 11, 2019
- Minutes of the Strategic Planning Ad hoc Board Meeting of September 18, 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
September 24, 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 6:00 p.m., on Tuesday, September 24, 2019, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Thomas Moore, Mayor of the City of Seal Beach, led the Pledge of Allegiance.

ROLL CALL

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

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

PRESIDENTS COMMENTS

Good evening and thank you for taking the time to spend the it with us. Tonight, I want to talk briefly about agenda item 11. c. FAR.

The Facilities and Amenities Review Ad hoc Committee (FAR) was first adopted by the BOD in May of 2015 and revitalized in October of 2018. Its mission is *"to establish the best use of all amenities and facilities of Trust property for the mutual benefit of the majority of the shareholders"*. Remember, FAR is an ad hoc committee and has no power to make decisions. They can make recommendations and then ask the Board for a decision pertaining to a specific item but only the Board will determine what is the best course of action.

FAR is currently reviewing:

1. CH 1 pool rooms, the Historical Society, Shuffleboard and the Woodshop.
2. CH 2 pool room and Woodshop.
3. CH 3 Video Producers room, Genealogy room and the Sewing room.
4. 1.8 Acres commonly referred to as the Mini Farms

You will hear rumors that we are closing the pool rooms, shutting down the Woodshops, plowing over the mini farms, etc. FAR is evaluating the usage of many areas to determine if the amenity is still relevant to the changing population. What adjustments might need to be made to make sure that the areas are still the best use for the majority of residents. Because our population is changing as we speak!

- **The average age of our residents is 74.** (*That is quite different than a few years ago when it was 77. Our sister city of Rossmoor Walnut Creek is still 77.*)
- **The population of Leisure World has changed by 26% in the last 4 years.** (*2,500 membership certificates have changed due to turnover of units which means 95% of the time they are new to LW*)

The amenities with the most users are: (*a one-month period*) for August 2019)

- #1 – Gym = 8,379 users
- #2 – Pool = 5,734 users
- #3 – Library = 5,000 users
- #4 – Golf Course = 4,726 users

As you can see, a large portion of our residents use these amenities and facilities. These justify the large outlay of money to expand, refurbish or improve. Such as the \$750,000 being spent on the upgrading and refurbishing of the Pool area (including the restrooms, golf lobby area, outside patios, etc.). And the \$70,000 being spent on the new golf tee boxes. Soon we will be evaluating the gym for space, equipment demands and wishes, etc. If needed, the necessary money will be spent to make the gym a State-of-the-Art facility.

I get asked all the time why this BOD is making so many changes and the answer is that they should have been done all along. So much is necessary due to deferred maintenance from the past 50 years. The Board needs to continually evaluate the current facilities and amenities and anticipate the future needs in order to keep Leisure World Seal Beach the best game around and that means change.

George Barnard Shaw said, *“Progress is impossible without change and those who cannot change their minds cannot change anything”*.

And now on to the business at hand.

ANNOUNCEMENTS

The GRF Board held an Executive Session of the GRF Board on Friday, September 6, 2019.

SERVICE ANNIVERSARIES

The service awards were referred until the October 2019 meeting.

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Mayor Thomas Moore and Council member Sandra Massa-Lavitt provided an update on the City of Seal Beach Council meeting.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

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 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

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

- Minutes of the Recreation Committee Board Meeting of August 5, 2019
- Minutes of the Special Executive Committee Board Meeting of August 6, 2019
- Minutes of the Physical Property Committee Board Meeting of August 7, 2019
- Minutes of the Communications/IT Committee Board Meeting of August 8, 2019
- Minutes of the Executive Committee Board Meeting of August 9, 2019
- Minutes of the Security, Bus & Traffic Committee Board Meeting of August 14, 2019
- Minutes of the Finance Committee Board Meeting of August 19, 2019

APPROVAL OF BOARD MEETING MINUTES

The minutes of the August 28, 2019 meeting was approved, as presented.

REPORTS

The Chair of the Facilities and Amenities Review (FAR) Ad hoc Committee updated the audience on the Committee's last meeting.

The Chair of the Management Services Review Ad hoc Committee advised that there was no meeting this month and that it was rescheduled for September 26, 2019, in the Administration Conference room at 1:00 p.m.

The Chair of the Strategic Planning Ad hoc Committee updated the audience on the Committee's last meeting.

GRF President Stone informed attendees of the new Website Ad hoc Committee and the Chair of this Committee will present an update at the next scheduled meeting in October.

NEW BUSINESS

General

Approve September GRF Board Report

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.

Ms. Findlay MOVED, seconded by Ms. Hopewell and carried unanimously by the Directors present-

TO approve the September GRF Board Report, as presented.

Ratify Emergency Replacement – Water Line, North Gate Road

On August 28, 2019, the copper water supply line to North Gate incurred a substantial failure, requiring emergency actions to replace the water line to maintain operations of North Gate and protect the sub-structure of the roadway.

The emergency service expenses, including replacement of underground water line and required street pairs and associate's materials and fittings, was \$5,300 (Exhibit A in the agenda packet).

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

TO ratify the emergency actions and related Reserves expenditures taken by the Executive Director to replace the underground copper water line at North Gate.

Communications and ITS Committee

Amend 2-5125-3, Communications /IT Committee Charter

At its meeting on September 12, 2019, the Communications Committee recommended the GRF Board of Directors amend 20-5125-3, Communications/IT Committee Charter.

Mr. Massetti MOVED, seconded by Ms. Heinrichs-

TO amend 20-5125-3, Communications/IT Committee Charter,

incorporating the additional Committee goals approved by the GRF Board of Directors at the retreat held on June 27, 2019, and incorporating the purpose, duties and limitations of the IT Committee.

Two Directors spoke on the motion.

Ms. Hopewell MOVED, seconded by Ms. Snowden-

TO add keywords in the document history.

The motion was carried unanimously by the Board Directors present.

Rescind 20-5118-3, IT Services (ITS) Committee Charter

At its meeting on September 12, 2019, the Communications/IT Committee recommended the GRF Board of Directors rescind 20-5118-3, ITS Committee Charter.

Ms. Isom MOVED, seconded by Mr. Doderio and carried unanimously by the Directors present-

TO rescind 20-5118-3, ITS Committee Charter, as the purpose, duties and limitations of the Committee have been combined with the 20-5125-3, Communications/IT Committee Charter.

Facilities and Amenities Review Ad hoc Committee

TENTATIVE VOTE: Amend 70-1406-1, Limitations on Use

At its meeting on July 9, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors amend 70-1406-1, Limitations on Use, as amended by extraction of the fee schedule – 70-1406-2, Limitations on Use, Fees.

At its meeting of July 23, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the July 25 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 70-1406-1, Limitation on Use, during the 28-day notification to the membership period.

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At its August 28, 2019 meeting, the Board of Directors moved to refer 70-1406-1, Limitation on Use, back to the FAR Ad hoc Committee for review and discussion.

At its meeting on September 10, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors amend 70-1406-1, Limitations on Use, as amended by extraction of the fee schedule – 70-1406-2, Limitations on Use, Fees., establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Court, and a reference to 70-1406-2, Limitations on Use, Fees, for fee information.

Mr. Lukoff MOVED, seconded by Ms. Fekjar-

TO amend 70-1406-1, Limitations on Use, as amended, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on October 22, 2019.

Three Directors, the Recreation Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board Directors present.

TENTATIVE VOTE: Adopt 70-1406-2, Limitations on Use, Fees

At its meeting on July 9, 2019, the Facilities and Amenities Review Ad Hoc Committee recommended the GRF Board of Directors extract the fee schedule from 70-1406-1, Limitations on Use, creating a new document 70-1406-2, Limitations on Use, Fees.

At its meeting of July 23, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the July 25 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding adoption of 70-1406-2, Limitation on Use, Fees, during the 28-day notification to the membership period.

At its meeting on September 10, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors adopt 70-1406-2, Limitations on Use, Fees, establishing fees to organizations using Trust property.

Ms. Heinrichs MOVED, seconded by Ms. Gerber-

TO recommend the GRF Board adopt 70-1406-2, Limitations on Use, Fee, as presented, pending a 28-day notification to the

members, and a final decision by the GRF Board of Directors on October 22, 2019.

Six Directors spoke on the motion.

Ms. Findlay MOVED, seconded by Mrs. Perrotti-

TO incorporate a required modification on section one.

The motion was carried unanimously by the Directors present.

Conceptual Approval – Trust Property, Mini-Farm

At the September 9, 2019 meeting of the Facilities and Amenities Ad hoc Committee, the Committee deliberated the use of Trust Property commonly referred to as the 1.8 acres. Of specific point of review by the Committee, under the Committee's Board directive: *To study and provide recommendations to the Board to support establishing and setting priorities for the preservation and improvement of Trust Property.*

Primary usage of this portion of Trust property is under the general oversight of the Mini Farm Club. During Committee deliberation, it was noted that the mini farms have been under the direct oversight of the Mini Farm Club since January 1, 1997, there exists a total of 182 plots currently, use of an assign plot carries no time restrictions, some plots have been used by the same assignee for more than 27 years, the average time on the waiting list for a plot is over 5 years, and current waiting list has over 236 Shareholders waiting for the opportunity for a plot.

Due to the limited availability of Trust Property, with a focus of the Committee to review and provide recommendations to the Board which represents the optimum use of Trust Property by a majority of the GRF Shareholders/Members, the Committee duly moved and approved to recommend to the Board conceptual approval to establish guidelines and practices to transfer oversight of the Mini Farms to GRF, per the terms and conditions of the Trust agreement.

Should the Board grant the conceptual approval, the Facilities and Amenities Committee shall provide general recommendations to applicable Committees to establish defined use of this portion of Trust property under the mission of GRF.

Mrs. Perrotti MOVED, seconded by Mr. Friedman-

TO conceptually approve GRF's direct oversight over Trust Property commonly identified as the 1.8 acres. Such conceptual approval is granted to provide Committee use of staff and general resources to draft a comprehensive plan covering the use of the 1.8 acres for the mutual benefit of a majority of GRF Shareholders/Members, for

Board review and approval.

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

Finance Committee

Accept Month of August Financial Statements for Audit

At the regularly scheduled meeting of the Finance Committee on September 16, 2019, the Committee, in accordance with Policy 40-5115-3 and all applicable sections of the civil code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the August 2019 financial statements for audit.

Ms. Winkler MOVED, seconded by Ms. Rapp–

TO accept the August 2019 financial statements for audit.

One Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Selection of Audit Firm – Financial Audit and Tax Preparation Services for 2020-2022

At the regularly scheduled meeting of the Finance Committee on September 16, 2019, the Committee duly moved to recommend the Golden Rain Foundation Board of Directors accept the proposal from CliftonLarsonAllen (CLA), for annual financial audit and tax preparation services, for the fiscal years 2020 through 2022. A recap of pricing received during the proposal period is shown in Exhibit A in the agenda packet.

Mr. Friedman MOVED, seconded by Ms. Winkler and carried unanimously by the Directors present -

TO accept the proposal from CliftonLarsonAllen (CLA), for annual financial audit and tax preparation services, for the fiscal years 2020 through 2022.

Amend 40-5528-1, Refund of Excess Income

At its meeting on September 16, 2019, the Finance Committee recommended the GRF Board of Directors amend 40-5528-1, Refund of Excess Income.

Mr. Dodero MOVED, seconded by Ms. Fekjar-

TO amend 40-5528-1, Refund of Excess Income, clarifying “fiscal year, operations budget” income as the subject and amending the

approved methods to eliminate excess income, as presented.

Three Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 40-5540-1, Contingency Operating Fund

At its meeting on September 16, 2019, the Finance Committee recommended the GRF Board of Directors amend 40-5540-1, Contingency Operating Fund.

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

TO amend 40-5540-1, Contingency Operating Fund, updating the authorized uses of the fund, increasing the maximum balance to \$1,000,000, directing the Finance Committee to make an annual recommendation to the GRF Board pertaining to the maximum balance, establishing levels of authority to draw on the fund and updating how the fund may be replenished, as presented.

TENTATIVE VOTE: Amend 40-5061-2, Fees

At its meeting on September 16, 2019, the Finance Committee recommended the GRF Board of Directors amend 40-5061-2, Fees.

Mr. Pratt MOVED, seconded by Mr. Friedman-

TO amend 40-5061-2, Fees, increasing the amenities fee to twenty-five (25) times the monthly GRF Assessment, updating the cost center numbers and including the cost center names, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on October 22, 2019.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Mutual Administration Committee

TENTATIVE VOTE: Adopt 50-1201-2, GRF Identification Cards, Fees

At its meeting on September 4, 2019, the Governing Documents Committee reviewed document 50-1201-1, GRF Identification Cards, adding keywords and section heading, and recommended the Mutual Administration further amend 50-1201-1 by adding verbiage in the Purpose section, as well as consider extracting fees referenced in the document and creating a new governing document, 50-1201-2, for adoption.

At its meeting on September 9, 2019, the Mutual Administration Committee moved to extract the fees referenced in the document and recommended the GRF Board of Directors adopt 50-1201-2, GRF Identification Cards, Fees.

Ms. Gerber MOVED, seconded by Mr. Dodero-

TO adopt 50-1201-2, GRF Identification Cards, Fees, as presented,
pending a 28-day notification to the members, and a final decision by
the GRF Board of Directors on October 22, 2019.

Three Directors spoke on the motion.

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

Physical Property Committee

Reserve Funding Request – Administration and Amphitheater Building Roofs

The Physical Property Department was tasked with obtaining cost to re-roof the Administration and Amphitheater Buildings, an estimated 29,400 square feet of total roofing. AWS Consultants provided specifications (Exhibit A in the agenda packet) for this task and the project was sent out to bid. A total of six roofing contractors attended the bidding conference and we received four bids (Exhibit B in the agenda packet):

CONTRACTOR	BASE BID	DAYS TO COMPLETE
Howard Roofing	\$431,687	45
Tecta America Corp.	\$573,300	75
OM Roofing Inc.	\$611,976	90
4 Seasons	\$987,930	125

Also required for this project will be the removal and re-installation of all HVAC equipment, including the replacement of one original unit. A cost was provided by Greenwood Heating and Air, our contractor of record, for a cost not to exceed \$12,800. Note: the reserve study only called out for resurfacing of the roofs (an additional layer of foam). The recommendation from our roofing

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consultant was complete removal and replacement (Exhibit C, Reserve Study Components, in the agenda packet).

Staff recommends a 10% contingency for any unseen items and wood replacement for this project.

At its meeting on September 4, 2019, the Physical Property Committee reviewed the scope of work, costs, and contractors for this project. The Committee unanimously moved to recommend the GRF Board award contracts to Howard Roofing and Greenwood Heating and Air, including contingencies, for a cost not to exceed \$500,000, after review by the Finance Committee.

Howard Roofing	\$431,687
Greenwood Heating and Air	\$ 12,800
Contingencies	\$ 55,513
Total Project Cost not to exceed	\$500,000

At its regularly scheduled meeting on September 16, 2019, the Finance Committee reviewed funding for this replacement and determined funding was available.

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

TO award contracts to Howard Roofing for the roof replacement at the Administration and Amphitheater buildings, for a base bid cost of \$431,687, and to Greenwood Heating and Air, for the removal and re-installation of all HVAC equipment on these roofs, for a cost of \$12,800 (including the replacement of one original unit), and contingency of \$55,513, for a total cost not to exceed \$500,000.

Recreation Committee

FINAL VOTE: Amend 70-1487.01-2, Recreational Vehicle Lot (RVL) – Schedule of Fees

In accordance with Civil Code §5600, Boards may impose fees in an amount necessary to defray the costs for which it is levied. As a part of the annual budgeting cycle, a general review of the expenses versus revenue received for Shareholder/Member leases of Trust Property associated with the operation of the area commonly referred to as the RV Lot, was performed (Exhibit A in agenda packet).

Based upon the current rates of:

- 20 foot or less space = \$120.00 per year (120 total spaces)
- 21 foot to 30-foot space = \$150.00 per year (133 total spaces)
- 31 foot and above = \$240.00 per year (86 total spaces)
- RV Club Lease space = \$1.00 per year (1 space)

There exists a revenue to expense gap of an estimated \$13,902. To offset this gap, increasing the annual space lease fee by \$50, as leases expire, is recommended.

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Please note: Any fee increase would not have an immediate effect in balancing expenses to revenue as 70% plus of the spaces are still under the original 5-year agreement, which will be expiring in 2 years.

At its meeting of July 23, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the July 25 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding adoption of 70-1487.01-2, Recreational Vehicle Lots, Schedule of Fees, during the 28-day notification to the membership period.

Mrs. Perrotti MOVED, seconded by Ms. Isom-

TO amend Policy 70-1487-2, Recreational Vehicle Lots, Schedule of Fees, as amended.

Three Directors, the Recreation Director, the Recreation Manager and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Conceptual Approval – Learning Center

At the September 3, 2019 meeting of the Recreation Committee, the Committee reviewed the Educational Class survey results (Exhibit A in the agenda packet).

After general review and discussion of the survey and the mission of GRF, it was the general position of the Committee that the survey results supported the need to allocate and to modify Trust Property amenities to accommodate various types of educational classes.

The general scope of a project to provide Educational and Instructional Classes would include, but not be limited to: Use of Trust Properties Amenities for educational and instructional classes, modification of Trust Property Clubhouse space, including equipment needs, cost estimated at \$75,000 to \$100,000, dependent upon final scope of work, Recreation Committee and staff interaction and support to provide instructors, provide the Golden Age Foundation the opportunity to review any reasonable proposal to provide financial support in the area of equipment needs in a Knowledge and Learning Center for the benefit of the communities' shareholder/members.

Ms. Snowden MOVED, seconded by Ms. Hopewell-

TO conceptually approve the modification of Trust Property to provide the opportunity to provide a variety of general Educational

and Instructional classes for the benefit of the Shareholder/Members. The Recreation Committee is directed to finalize a general scope of modifications, furnishings and equipment needs to support the operations of ongoing education and instruction and provide all details and costs to the Board for final approval.

Five Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 70-1445-1, Mission Park

At its meeting on September 3, 2019, the Recreation Committee recommended the GRF Board of Directors amend 70-1445-1, Mission Park.

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

TO amend 70-1445-1, Mission Park, changing the beginning hour of operation to 8:00 a.m., from 9:00 a.m.

Security, Bus & Traffic Committee

Conceptual Approval – Contracted Off-Property Bus Service, Two Days per Week

At its meeting on September 12, 2019, the Security, Bus & Traffic Committee recommended the GRF Board of Directors award a contract to Complus Data Innovations, Inc. (COMPLUS) for citation services.

Mr. Pratt MOVED, seconded by Ms. Hopewell-

TO award a contract to Complus Data Innovations, Inc. (COMPLUS), for parking enforcement citation equipment and supplies, for a term of 3 years beginning at the end of a 90 day implementation period after the signing of the contract, with no upfront costs or fees, and authorize the President to sign the contract contingent upon the required modifications.

Seven Directors, the Security Services Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

CONTROLLER'S REPORT

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

EXECUTIVE DIRECTOR'S REPORT

The Executive Director spoke throughout the proceedings. And informed the Board members on the Security Staff

BOARD MEMBER COMMENTS

Sixteen Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 8:13 pm.

Suzanne Fekjar
GRF Corporate Secretary
cm

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



October 22, 2019

Approved Minutes

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

General – Approve August GRF Board Report

MOVED and duly approved the August GRF Board Report, as presented.

Architectural Design and Review Committee – Reserve Funding Request – Landscaping, Perimeter Wall Outside the Parking Lots, from the Amphitheater to Clubhouse Six

MOVED and duly approved to award a contract to Anguiano Lawn Care for the removal of shrubbery and installation of African Daisies, at the perimeter wall outside the parking lots from the Amphitheater to Clubhouse Six, at a cost not to exceed \$15,190, Reserve funding, and authorize the President sign the contract.

Architectural Design and Review Committee – Operating Funding Request – Holiday Lighting Agreement

MOVED and duly approved to award a contract for 2019 holiday lighting services to Magical Holiday Designs, in the amount of \$26,395.00, Operating funding.

Architectural Design and Review Committee – Amend 10-5160-3, ADRC Charter

MOVED and duly approved to amend 10-5160-3, ADRC 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, and furnishing a report at the GRF Annual meeting.

Communications/IT Committee – Amend 20-5125-3, Communications/IT Committee Charter

MOVED and duly approved to remove this item from the agenda and return to the Communications/IT Committee for further review.

Communications/IT Committee – Rescind 20-5118-3, IT Services (ITS) Committee Charter

MOVED and duly approved to remove this item from the agenda and return to the Communications/IT Committee for further review.

Executive Committee – Amend 30-1022-3, Petitions

MOVED and duly approved to amend 30-1022-3, Petitions, as amended, removing the reference to the prohibition of employees promoting or soliciting petitions; this is more appropriately included in the Employee Handbook.

Executive Committee – Adopt 30-1010-1, Authorized Spokesperson

MOVED and duly approved to adopt 30-1010-1, Authorized Spokesperson, establishing how the GRF Board and all GRF staff may communicate with internal clubs, groups, organizations, city, county, state and federal agencies and representatives and any media, including social media.

Executive Committee – Amend 30-5110-3 Executive Committee Charter

MOVED and duly approved to amend 30-5110-3, Executive Committee Charter, establishing the parameters of topics for discussion in the closed Executive Session meetings, general

refinement of document language and updating of documents under the new document formatting system.

Executive Committee – Approve Directors’ Handbook

MOVED and duly approved to amend the GRF Directors’ Handbook, updating Committee Charter numbers, amending the frequency of attendance at the Parking Rules Violation Panel, generally refining document language, and indicating that every motion requires a second.

Facilities and Amenities Review (FAR) Ad hoc Committee – **FINAL VOTE**: Amend 70-1406-1, Limitations on Use.

MOVED and duly approved to remove this item from the agenda and return to the Facilities and Amenities Review Committee for further review.

Facilities and Amenities Review (FAR) Ad hoc Committee - **FINAL VOTE**: Adopt 30-1406-2, Limitations on Use, Fees

MOVED and duly approved to remove this item from the agenda and return to the Facilities and Amenities Review Committee for further review.

Finance Committee – Accept July Financial Statements

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

Finance Committee – Approve Funds Transfer Request – Reserve Funds

MOVED and duly approved a transfer of the balance in the First Foundation Bank money market account, of approximately \$25,853 in reserve funds, to close the account, plus \$1,600,000 of reserve funds from US Bank to Morgan Stanley, for the purpose of maximizing insured funds and to invest in brokered CDs at Morgan Stanley.

Finance Committee – Approve CD Purchase – Reserve Funds

MOVED and duly approved the purchase of brokered CDs from Morgan Stanley, totaling \$1,600,000, plus the balance of the First Foundation Bank money market account of reserve funds, with terms ranging from 6 months to 12 months, at the prevailing interest rates, at the time of purchase.

Finance Committee – Approve CD Purchase – Capital Improvement Funds

MOVED and duly approved the purchase of brokered CDs from US Bancorp, upon maturity of a CD in September, totaling \$247,000 of Capital Improvement funds, with a term ranging from 6 months to 12 months, at the prevailing interest rates, at the time of purchase.

Finance Committee – Approve New Vendor – Lockbox Services

MOVED and duly approved to accept the proposal submitted by ClickPay and to authorize the President to sign the proposal.

Finance Committee – Rescind 30-5519-3, Committee Budgeted Expenses

MOVED and duly approved to rescind 30-5119-3, Committee Budgeted Expenses, as it is no longer applicable.

Finance Committee – Approval of the Proposed 2020 Operating Budget

MOVED and duly approved the proposed 2020 Operating Budget, as presented in Exhibit A in the agenda packet.

Governing Documents Committee – Approve Alpha Designation to Type Codes, New Document Numbers

MOVED and duly approved the addition of an alpha designation, to be added to the document type codes, when necessary.

Mutual Administration Committee – Approve Bereavement Packet

MOVED and duly approved the Bereavement Packet for distribution.

Mutual Administration Committee – Amend 50-5165-3, Mutual Administration and Service Maintenance Committee Charter

MOVED and duly approved to amend 50-5165-3, Mutual Administration Committee Charter, incorporating the additional Committee goals approved by the GRF Board of Directors at the retreat held on June 27, 2019, general refinement of document language, updating of cost center numbers and incorporating the purpose, duties and limitations of the Service Maintenance Committee.

Mutual Administration Committee – Rescind 50-5170-3, Service Maintenance Committee Charter

MOVED and duly approved to rescind 50-5170-3, Service Maintenance Committee Charter, as the purpose, duties and limitations of the Service Maintenance Committee have been combined with the 50-5165-3, Mutual Administration Committee.

Mutual Administration Committee – Approve Installation of California Lottery, Self-Serve, Ticket Machine

MOVED and duly approved the use of approximately 5 square feet of Trust Property, within the lower lobby of Building 5, for the installation and operation of a Self-Serve Terminal California Lottery ticket machine and authorize the President to sign the agreement.

Physical Property Committee – Capital Funding Request – Shade Cover, Veterans' Plaza

MOVED and duly approved to award a contract to USA Shade & Fabric Structures, for the installation of a 25' x 60' shade structure, at Veterans Plaza, based on ADRC approved color selections, at a cost not to exceed \$26,986 and add a \$3,000 contingency to cover permit fees and any unexpected expense, for a total cost of \$29,986, Capital funding, and authorize the President to sign the contract.

Physical Property Committee – Reserve and Capital Funding Requests – Pool Complex Replacements and Renovations

MOVED and duly approved Capital/Reserve Funding in the amount not to exceed a total of \$750,000 based on the scope of work called out in Exhibit A in the agenda packet, current Reserve funding is \$555,065, Capital funding needed would be \$194,935, and authorize the President sign any contracts and the Executive Director make the needed purchases for the Renovations of the Swimming Pool and area, after Finance Committee review.

Physical Property Committee – Reserve Funding Request – Replacement of Parking Stall Street Markings

MOVED and duly approved to award a contract to MJ Jurado to mark all Trust Property parking spots adjacent to curbs, with T's and L's, at a cost not to exceed \$18,270, Reserve funding, and authorize the President to sign the contract.

Physical Property Committee – Reserve Funding Request – Replacement Interior Components of Clubhouse Six Leased Space (Apartment)

MOVED and duly approved Reserve funds, in the amount not to exceed \$5,968, to install new blinds, paint and replace the flooring in the Ambulance Room at Clubhouse Six and authorize the President to sign the contract.

Recreation Committee – Reserve Funding Request – Golf Tee Box Replacement

MOVED and duly approved to award a contract with Eagle Golf Construction for the replacement of the nine (9) Golf Course T-Boxes, in the amount \$70,923, from Reserve Funds.

Recreation Committee – Rescind 70-1202-1, Club Membership

MOVED and duly approve to rescind 70-1202-1, Club Membership, as the rules contained in this document have been incorporated into document 70-1203-1, Membership of Clubs.

Recreation Committee – Adopt 70-1203-1, Membership of Clubs

MOVED and duly approved to adopt 70-1203-1, Membership of Clubs, incorporating the rules found in document 70-1203-1, Club Membership, effective October 1, 2019.

MOVED and duly approved to amend 70-1203-1, Member of Clubs, section 1.2.1.2 to add “or any local, state, or federal laws or requirements”.

Recreation Committee – Approve Locker Use Agreement

MOVED and duly approved the Locker Use Agreement, as presented.

Recreation Committee – Approve Locker Agreement/Invoicing Cycle

MOVED and duly approved the Locker Agreement/Invoicing Cycle, as presented.

Recreation Committee – **TENTATIVE VOTE**: Amend 70-1487.01.-2, Recreational Vehicle Lot (RVL) – Schedule of Fees

MOVED and duly TENTATIVELY approved to amend 70-1487.01-2, Recreational Vehicle Lot (RVL) – Schedule of Fees, for the required 28 day notice of proposed change under Civil Code §4360(a). Final action on the proposed amendment will be held at the September 24, 2019 GRF Board meeting.

Security, Bus & Traffic Committee – Conceptual Approval – Contracted Off-Property Bus Service, Two Days per Week

The Motion failed to conceptually approve contracted off-property bus service at an estimated annual expense of \$67,800 incorporating the expense into the 2020 operational budget for an additional .86 ppm and direct the Security Bus and Traffic Committee to finalize contractual terms and conditions and present options for consideration for a rider use fee, for presentation at the September 2019 GRF Board meeting.

Recap of GRF Committees' Activity

September 2019

September 17, 2019 Website Ad hoc Committee

- REVIEWED HOA organizations and the city website as presented by the Director of Communication and Technology, and highlighted the following: social media links, daily

calendar, videos, separate tabs for residents and visitors, white background, compatibility with all devices;

- CONCURRED that the redesign of the website should not be cluttered with advertising, should be kept up to date, should be user-friendly, organized, searchable and ADA compliant, upon review of the new website questionnaire responses;
- CONCURRED to make the website more community-friendly with the focus on residents and potential buyers, upon review of the insights on site visitors;
- CONCURRED to brainstorm the future website content based on the data provided and discuss at the next Committee meeting;
- REVIEWED the RFP for website redesign and advised the Director of Communications and Technology provide the Committee members with a revised version of it prior to the next Committee meeting.

September 18, 2019, Strategic Planning Ad hoc Committee

- CONCURRED to review future vision suggestions submitted by the Recreation, Physical Property, Mutual Administration, Security, Bus & Traffic Committees and assigned a GRF Committee to each vision, deleting duplicate submissions;
- MOVED to recommend the GRF BOD amend 30-5167-3, Strategic Planning Ad hoc Committee charter, as amended, adding key words.

September 23, 2019, Special Recreation Committee

- CONCURRED to request bring additional information to establish a fee structure for non-shareholder use of continuing education classes to the October Committee meeting;
- MOVED to approve staff move forward with the North Orange Continued Education program, as discussed, utilizing existing Trust property space;
- MOVED to recommend the GRF BOD adopt 70-2504-1, Library Rules, as amended, adopt 70—2504-2, Library Fees, pending a 28-day posting to the membership, as amended and adopt 70-2504-3, Library Procedures, as amended;
- MOVED to recommend the GRF BOD rescind 70-2501-1, Community Facilities Library Patron Use, as presented.

September 26, 2019, Management Services Ad hoc Committee

- CONCURRED to remove GRF services a from the final lists of services from the Security, Mutual Administration and Stock Transfer departments;
- CONCURRED to review the IT department at the next Committee meeting.

October 2, 2019, Governing Documents Committee

- MOVED to amend 50-1400-1, Co-Occupants and Qualified Permanent Residents (QPR) Use of Clubhouses, by adding keywords, as well as accepting the suggested red line amendments and forward to the Recreation Committee for approval; and notify Mutual Administration of the department number changed (70-1400-1);
- MOVED to amend 50-1610-3, GRF Membership Eligibility Criteria, by adding keywords, as well as making the Non-substantial changes and forward to Mutual Administration for approval;
- MOVED to amend 50-2115-1, Copy and Supply Center Services, by adding keywords, as well as accepting the suggested red line amendments, making a change on the department number (40-2115-1) and forward to the Finance Committee for approval;
- MOVED to amend 50-2115A-2, Copy and Supply Center Services, by adding keywords, as well as making a change on the department number (40-2115-2) and forward to the Finance Committee for approval;

- CONCURRED to review at the next Committee meeting: 70-5135-3, Recreation Committee Charter, 80-5145-3, Security Bus and Traffic Committee Charter, 40-5115-3, Finance Committee Charter, 40-3326-1, Purchasing Warehouse Guidelines for Inventory and Non-Inventory Purchases, 40-3324-2, Purchasing Fees, 40-2230-3, Authorized Signatories, 40-2244-3, Reconciliation of Annual Financial Statement, 40-2920-3, Budget Controls, 40-3323-3, Disposition of Surplus Equipment, 40-3325-3, Purchase of Non-Standard Items, 40-5506-3, Request for Proposal Requirements, 40-5522-3, Safe Deposit Boxes, 40-5340-1, Capital Improvement Fund, 40-5520-1, Reserves, 40-5523-1, Accounts Receivable Collections, 60-5504-1, Insurance Requirements – Contractors.

October 2, 2019, Physical Property Committee

- MOVED to approve the completion of the following projects: 591-01B-JK, Perimeter Wall Project, 902-19, Replacement of Asphalt and Concrete on Trust Property and 906-19, Clubhouse Four Improvements;
- MOVED to recommend the GRF Board approve the estimate from Service Maintenance for the improvements and betterments at Clubhouse Four in the Ceramics, Art and Lapidary Rooms for a cost not to exceed \$30,020, pending Finance Committee Review;
- MOVED to approve additional Capital funds in the amount not to exceed \$1,419 for the Ambulance Room project at Clubhouse Six (approved at the August Board Meeting) and authorize the President to sign the contract, pending Finance Committee review;
- CONCURRED to forward the Electric Vehicle Charging Station project to the Finance Committee for funding review, and to the GRF Board of Directors for further review;
- MOVED to recommend the GRF BOD approve MJ Jurado install two (2) new 8' wrought iron gates at the entrance and exit of the 1.8 area for a cost of \$18,000 and add \$1,000 in contingencies for a total cost of \$19,000, Capital funding, pending Finance Committee review;
- MOVED to recommend the GRF Board approve SPEC Group and ATC (All Temperature Control) provide consulting services for a total cost not to exceed \$5,000 non-budgeted operating expense, to evaluate the HVAC system in Clubhouse Six, pending Finance Committee review;
- MOVED to recommend the GRF Board award a contract to Greenwood Heating and Air for a cost not to exceed \$8,800, Reserve funding, for the replacement of HVAC unit #2 in Clubhouse Six, pending Finance Committee review;
- MOVED to accept the following Governing Documents as reviewed: 60-3331-1, Landscape Perimeter Walls, 60-5504-1, Insurance Requirements – Contractors, 60-5504.0-1, Insurance Requirements – Vendors and 60-5130-3, Physical Property Committee Charter;
- CONCURRED to review 90-5350-3, Construction Bids and Contracts to the next Committee meeting, for amendment.

October 3, 2019, Architecture and Design Review Committee

- MOVED to select deck silver smoke #8084, coping dark grey 860 and safety edge design, for the deck in the swimming pool;
- CONCURRED to use dark blue, ADRC standard color for the bathroom partition;
- CONCURRED to take no action regarding landscape, pending a site review, scheduled on Friday, October 4, 2019 at 11:00 a.m.;
- MOVED to approve expenditure up to \$1000, per the approved project budget and authorized ADR Committee members (Ms. Heinrichs, Mrs. Perrotti and GRF President Ms. Stone), to select two pieces of wall art, for the pool lobby;

- MOVED to approve a KFI table and four chair set – Navy polypropylene café chairs and 36” w x 29”H round natural table;
- CONCURRED to request the Recreation Manager select a wall mural for the elevator lobby.

October 7, 2019, Recreation Committee

- CONCURRED to request staff bring additional information regarding possible Fitness Center improvements, to be reviewed at the next Committee meeting;
- CONCURRED to request the Recording Secretary schedule a work study session for staff and the Recreation Committee Chairperson to review the bid submissions in detail and bring a recommendation to the Committee;
- MOVED to recommend to the Finance Committee the Exclusive Use Leases from January 1, 2020, to December 31, 2020: Friends of the Library, Golden Age Foundation, Radio Club and the RV Club;
- MOVED to forward the following Exclusive Use Leases to the Facilities & Amenities Review Ad Hoc Committee for further review: Genealogy Club, Video Producers Club and the Historical Society;
- MOVED to forward the following Exclusive Use Lease to the Finance Committee for further review: Rolling Thunder Club;
- MOVED to decline the weaving donation;
- CONCURRED to take no action regarding the Sunday Water Aerobics class;
- MOVED to conceptually approve the replacement of refuse container within all Clubhouses with reasonably priced containers as selected by ADRC, which must be clearly marked Recyclables and Trash. Upon container selection staff shall provide to the Recreation Committee a full breakdown of number of containers in each clubhouse and associated cost;
- MOVED to recommend the GRF Board approve the replacement of all of the blinds in the upper offices of the Amphitheater by Coast Factory Blinds in the amount of \$6,922.24, pending Finance Committee Review;
- MOVED to recommend the GRF Board adopt 70-2504-4, Release of Liability Form, as presented.

October 8, 2019, Facilities and Amenities Review Committee

- MOVED to forward a request to the Physical Property Committee to obtain costs to renovate the space between the Library and Friends of the Library for the purpose of use by the Historical Society;
- CONCURRED to schedule a walkthrough of Clubhouse Three;
- MOVED to approve utilizing the Mini Farm area for the general purpose of gardening, as it is now, for a one-year period;
- CONCURRED to request staff to draft a policy for the Mini Farms.

October 9, 2019, Security, Bus & Traffic Committee

- CONCURRED to suggest the Executive Director purchase a General Electric Motorized (GEM) vehicle, not to exceed \$4,000;
- MOVED to remove the lock out procedure topic from the agenda;
- CONCURRED to address the following governing documents at the Work Study meeting, scheduled on November 4, 2019, at 9 a.m.: 80-1920-1, Traffic Rules and Regulations, 80-1925-1, Traffic Rules and Regulations-Enforcement on Trust Property, 80-1927-1, Parking Rules for Trust Property and 80-1928-1, Golf Cart Parking Rules and Regulations.

October 10, 2019, Communications & IT Committee

- CONCURRED to request the Director of Communications and Technology add the Website Redesign to the project sheet under her reports, and to list line items in LW Weekly accounts receivable by numbers rather than names;
- CONCURRED to remove the 2020 Community Guide New Format - Redesign from the agenda;
- CONCURRED to request the IT Supervisor present a write-up and proposed cost for the Ubiquiti airFiber at the next scheduled Committee meeting;
- FAILED to authorize the Health Care Center to use LW Live to submit public service announcements as approved by the Executive Director;
- REVIEWED The 2019-200 Social Media Accounts Timeline, as presented by the Director of Communications and Technology. No action was taken;
- MOVED to request the Finance Committee review available funding for a surveillance system;
- CONCURRED to request the IT Supervisor present the list of available demographic fields of this community at the next Committee meeting;
- MOVED to recommend the GRF BOD amend 5050-34, Digital Billboards and 5050-01.-34, Request to Display on Digital Billboards;
- CONCURRED to review 2825-36, Special Columns, 2840.02-36, Deadlines, 2840.04-36, News Stories, 2840.06-36, Obituaries, 2840.07-36, News Photos, Policy 2840.08-36, News Coverage at the next Committee meeting.

October 11, 2019, Executive Committee

- CONCURRED to amend the reporting structure to add a Fleet Supervisor to the Transportation organization chart;
- MOVED send the following documents to corporate counsel for review and recommend the GRF Board tentatively adopt: 30-5093-1, Member Rules of Conduct and 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties;
- MOVED to request the Executive Director obtain a due process document from corporate counsel for review at the next Committee meeting;
- MOVED to approve the Fleet Supervisor position description with a wage/salary grade of A38, as presented;
- MOVED to request labor counsel review the disclosure page, signed by the new employee, attached to all position descriptions;
- CONCURRED to make no changes to current employee handbook reference to Employment of Foundation Directors or Spouses and to update the applicable 2020 GRF election materials;
- CONCURRED to remove the Community Manager/Mutual Administration Manager position from the agenda;
- MOVED to continue the Roundtable meetings, under the conditions outlined in the handout, with the addition of 1.d.: Mutual-to-Mutual Problem Solving, in a forum that is productive and respectful;
- MOVED to remove the requirement for annual physicals for part-time Security and Bus employees, effectively immediately;
- MOVED to approve the 2020 election materials and the election process for the 2020 GRF elections.

October 14, 2019, Finance Committee

- MOVED to authorize the Finance Director to write off \$3,933.86 of uncollectible News advertiser accounts;

- MOVED to recommend the GRF Board accept, for audit, and forward to the GRF Board the financial statements for period ending September 2019, as presented by the Director of Finance and as reviewed by the Finance Committee;
- MOVED to and recommended the GRF Board authorize the transfer of \$350,000 of reserve funds from US Bank to Morgan Stanley, following the maturity of a \$245,000 CD on November 26, 2019, for the purposes of maximizing insured funds and to invest with Morgan Stanley;
- MOVED to recommend the GRF BOD authorize the purchase of brokered CDs from Morgan Stanley totaling \$350,000 of reserve funds, all with a term not to exceed twenty-four (24) months at brokerage discretion, at the prevailing interest rates at the time of purchase;
- MOVED to recommend the GRF BOD recommended the GRF BOD authorize the purchase of brokered CDs from Morgan Stanley totaling \$350,000 of reserve funds, all with a term not to exceed twenty-four (24) months at brokerage discretion, at the prevailing interest rates at the time of purchase;
- MOVED to the GRF Board authorize the purchase of brokered CDs from US Bancorp totaling \$400,000 of capital funds, with a term not to exceed twenty-four (24) months at brokerage discretion, at the prevailing interest rates at the time of purchase;
- MOVED to GRF Board accept the Reserve Study for the year 2020 budget;
- MOVED to GRF Board accept the 2020 Annual Budget Disclosure and Policy Statement;
- CONCURRED to address this agenda item at the next scheduled meeting. No Action was taken pending a meeting with the Executive Director and Rolling Thunder;
- MOVED to recommend the GRF BOD approve the renewal of the following lease agreements, as presented: Friends of the LW Library, Golden Age Foundation, Radio Club, LW Trailer Club;
- MOVED to recommend the GRF BOD allocate Capital funding, for upgrades and betterments for Clubhouse Four at the Ceramics, Art and Lapidary Rooms, in an amount not to exceed \$30,020 and forward this request to the GRF Board of Directors;
- MOVED to recommend the GRF Board allocate additional Reserve funding, for the replacement of flooring, in the ambulance room in Clubhouse Six, in an amount not to exceed \$1,419, and forward this request to the GRF Board of Directors;
- MOVED to recommend the GRF Board allocate Reserve funding, for the replacement of two gates at 1.8 acres area, in an amount not to exceed \$18,000, and forward this request to the GRF Board of Directors;
- MOVED to recommend the GRF Board allocate Operating funding, for the investigation and possible modification for proper operation of the HVAC system in Clubhouse Six, in an amount not to exceed \$5,000, and forward this request to the GRF Board of Directors, contingent upon receipt of the contract;
- MOVED to recommend the GRF Board allocate Reserve funding, for blind replacements, for the Amphitheater in all the upper office spaces and in the Clubhouse Two cardroom, in an amount not to exceed \$1,106, and forward this request to the GRF Board of Directors;
- MOVED to recommend the GRF Board amend 40-5115-3, Finance Committee Charter, as presented;
- MOVED to recommend the GRF Board amend 40-2115-1, Copy and Supply Center Services, as presented;
- MOVED to recommend the GRF Board amend 40-2115-2, Copy and Supply Center Fees, as presented;
- MOVED to recommend the GRF Board amend 40-3324-2, Purchasing Fees, as presented;
- MOVED to amend 40-5516-3, Committee Non-Budgeted Expenses, by making a change on the document number (40-5516-1);
- MOVED to accept 40-5061-2, Fees, as presented.

October 14, 2019, Mutual Administration Committee

- MOVED to schedule the Transportation and Meals Town Hall presentation on a quarterly basis;
- MOVED to dissolve the Welcome Packet sub-committee as it has revised the Welcome Packet.;
- MOVED to approve, as amended, the hazardous waste section of the Bereavement Workbook, send to the Communications department, for artwork revision and return to the Mutual Administration Committee, for final review.;
- MOVED to remove the Notice and Disclosure, Power of Attorney page from the Welcome Packet, request corporate counsel review the page, with feedback from the Stock Transfer Manager, and recommend a signature line be added;
- CONCURRED to schedule a work study to include Committee members Susan Hopewell and Paula Snowden;
- CONCURRED to refer the exploration of additional revenue opportunities within the Copy & Supply Center to the Finance Committee, as the Copy & Supply Center will move to the Finance Department;
- MOVED to authorize the Senior Medicare Patrol to offer “Empowering Seniors to Prevent Healthcare Fraud” on November 12, 2019, at 1 p.m., in Clubhouse Four;
- MOVED to rescind 1801-33, Qualified Permanent Resident and Co-occupant Agreements, because the rules are contained in Mutual policy 7541;
- MOVED to refer 70-1400-1, Use of GRF (Trust) Facilities to the Recreation Committee and recommend the GRF BOD amend the document;
- MOVED to amend 50-1610-3, GRF Membership Eligibility Criteria;
- MOVED to recommend the GRF BOD amend 50-1610-3, Mutual Administration Committee Charter, removing reference to the Copy and Supply Center, cost center 544, which will be moved to the Finance Department;
- MOVED to refer 50-2115-1, Copy and Supply Center, Services and 40-2115-2, Copy and Supply Center, Fees to the Finance Department.

October 15, 2019, Website Redesign Ad hoc Committee

- MOVED to approve the proposed RFP for LW website redesign, as presented.
- CONCURRED to cancel the November meeting and schedule the next meeting for December 11, 10 a.m., in Conference Room B.

Financial Recap – September 2019

As of the nine-month period ended September 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$486,216.

Major variances are:

Wages, Taxes & Benefits	451,678	Favorable: Wages \$183K; P/R Taxes \$24K; Workers' Comp \$35K; Group Ins \$191K; 401(k) Match \$19K
Temporary Agency Fees	(165,440)	Unfavorable: Temporary help for key positions.
Supplies	47,693	Favorable: Low requisitions YTD
Professional Fees	(43,148)	Unfavorable: Litigation
Facilities Rentals & Maintenance	96,740	Favorable: Landscaping \$81K; Service Contracts \$15K
Property & Liability Ins Prem	29,192	Favorable: Projected YE budget variance \$34K
Rental Income	(37,090)	Unfavorable: Lower unit sales than planned
Interest Income	117,823	Favorable: Actual yields > planned
News Advertising	(146,338)	Unfavorable: Budget planned more aggressive sales
Other Income	90,871	Favorable: Purchasing Processing Recovery \$40K; Lost Member ID Card \$16K; Fees \$35K

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$10,146,264	\$2,158,203	\$7,988,061	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$2,208,959	\$276,809	\$1,932,150	8

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



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE SEPTEMBER FINANCIAL STATEMENTS
DATE: OCTOBER 22, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on October 14, 2019, the Committee, in accordance with Policy 40-5115-3 and all applicable sections of the civil code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the September 2019 financial statements for audit.

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

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

Financial Recap – September 2019

As of the nine-month period ended September 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$486,216.

Major variances are:

Wages, Taxes & Benefits	451,678	Favorable: Wages \$183K; P/R Taxes \$24K; Workers' Comp \$35K; Group Ins \$191K; 401(k) Match \$19K
Temporary Agency Fees	(165,440)	Unfavorable: Temporary help for key positions.
Supplies	47,693	Favorable: Low requisitions YTD
Professional Fees	(43,148)	Unfavorable: Litigation
Facilities Rentals & Maintenance	96,740	Favorable: Landscaping \$81K; Service Contracts \$15K
Property & Liability Ins Prem	29,192	Favorable: Projected YE budget variance \$34K
Rental Income	(37,090)	Unfavorable: Lower unit sales than planned
Interest Income	117,823	Favorable: Actual yields > planned
News Advertising	(146,338)	Unfavorable: Budget planned more aggressive sales
Other Income	90,871	Favorable: Purchasing Processing Recovery \$40K; Lost Member ID Card \$16K; Fees \$35K

Reserve Funds	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$10,146,264	\$2,158,203	\$7,988,061	7

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$2,208,959	\$276,809	\$1,932,150	8

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

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	315,380	
1122000	Non-Restricted Funds	16,713	
	Receivables	689,449	
	Prepaid expenses	107,475	
	Inventory of maintenance supplies	<u>531,770</u>	
	Total Current Assets		1,660,787
	Designated deposits		
1211000	Contingency Operating Fund	700,000	
	Reserve Fund	10,146,264	
1212500	Capital Improvement Fund-GRF	<u>2,208,959</u>	
	Total designated deposits		13,055,223
	Notes Receivable		
1411000	Notes Receivable	<u>40,415</u>	
	Total Notes Receivable		40,415
	Fixed Assets		
	Land, Building, Furniture & Equipment	36,806,800	
	Less: Accumulated Dep'n	<u>(23,106,670)</u>	
	Net Fixed Assets		13,700,130
	Other Assets		<u> </u>
	Total Assets		<u><u>28,456,555</u></u>

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	406,333	
	Project Commitments	144,784	
	Prepaid Deposits	10,375	
	Accrued payroll & payroll taxes	475,559	
	Unearned Income	121,158	
	Accrued expenses	90,923	
	Accrued property taxes	73,370	
	Total Current Liabilities	1,322,503	
	Total Liabilities		1,322,503
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	700,000	
3212000	Reserve Equity	10,037,719	
3394000	Capital Fund Equity	2,172,720	
3310000	Beneficial Interest in Trust	12,517,890	
	Total Mutuals' Beneficial Interest		25,428,329
Membership interest			
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800	
	Additional paid-in-capital	4,648,351	
	Total Paid-in-Capital		6,258,151
Excess Income			
	Current Year	(420,873)	
	Total Excess Income		(420,873)
3920000	Dep'n & Amortization		(4,131,555)
	Net Stockholders' Equity		27,134,052
	Total Liabilities & Stockholders' Equity		28,456,555

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Period Ended September 30, 2019

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2018	550,000	9,732,925	1,643,004.70	25,545	11,951,475
Funded: Assessments		937,502			937,502
Funded: Amenities Fees collected	(446)	833,357	833,357		1,666,714
Funded: M17 Lease Fees collected	(26)	5,900	5,900		11,799
Funded: Interest on Funds		77,295	8,194		85,489
Progress Payments on CIP					-
Expenditures		(1,180,540)	(281,497)		(1,462,037)
Commitments		(260,174)		(150,000)	(260,174)
Transfers to/from Funds	150,000				-
Interest Income Allocation				141,168	-
Net Monthly Activity				141,168	141,168
Balance 09/30/2019	700,000	10,146,264	2,208,959	16,713	13,071,936
Net Activity	150,000	413,339	565,954	(8,832)	1,120,461

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

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	332,093	27,358	304,735
Current Assets	14,716,010	14,435,024	280,986
Current Liabilities	1,322,503	1,281,928	40,575
Current Ratio	11.13	11.26	
Designated Deposits:	13,055,223	12,805,408	249,815
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,520,536	1,390,108	130,428	9.38
Expense	1,492,110	1,409,072	(83,038)	(5.89)
Excess Income or (Expense)	28,426	(18,964)	47,390	
Year To Date	Actual	Budget	Variance	%
Income	13,927,066	12,740,658	1,186,408	9.31
Expense	13,559,938	12,859,746	(700,192)	(5.44)
Excess Income or (Expense)	367,128	(119,088)	486,216	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2019
160.43	159.48	169.09



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: RESERVE FUNDS TRANSFER
DATE: OCTOBER 22, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on October 14, 2019, the members discussed the liquid funds held in various financial institutions.

The Committee passed a motion to recommend to the GRF Board the transfer of \$350,000 of reserve funds, from US Bank, to Morgan Stanley, following the maturity of a \$245,000 CD on November 26, 2019, for the purpose of maximizing insured funds and to invest in with Morgan Stanley.

I move to approve a transfer of \$350,000 of reserve funds, from US Bank, to Morgan Stanley, following the maturity of a \$245,000 CD on November 26, 2019, for the purpose of maximizing insured funds and to invest with Morgan Stanley.

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Golden Rain Foundation

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE
DATE: OCTOBER 22, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on October 14, 2019, the members 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 \$350,000 of reserve funds, all with a term not to exceed twenty-four (24) months at the broker's discretion, at the prevailing interest rates, at the time of purchase.

I move to approve the purchase of brokered CDs, from Morgan Stanley, totaling \$350,000 of reserve funds, all with a term not to exceed twenty-four (24) months at the broker's discretion, at the prevailing interest rates, at the time of purchase.

Reserve Funds Investment Ladder as October 7, 2019

Term	Maturity Month	Investment Amount	Rate	Loc
0	Oct-19	244,000	2.45%	U
1	Nov-19	245,000	2.65%	U
2	Dec-19	243,000	2.65%	U
3	Jan-20	343,000	2.70%	U/M
4	Feb-20	1,000,000	2.50%	U
8	Mar-20	1,035,000	1.90%	U/M
6	Apr-20	246,000	2.65%	U
7	May-20	500,000	2.40%	M
8	Jun-20	245,000	2.85%	U
9	Jul-20	778,000	2.75%	U/M
10	Aug-20	735,000	1.95%	M
11	Sep-20	490,000	1.70%	M
12	Oct-20	246,000	2.85%	U
13	Nov-20	490,000	2.35%	M
14	Dec-20	738,096	3.10%	U/M
15	Jan-21	245,000	2.75%	U
16	Feb-21	245,000	1.76%	M
17	Mar-21	-		
18	Apr-21	245,000	3.05%	U
19	May-21	245,000	3.15%	U
20	Jun-21	-		
21	Jul-21	245,000	2.75%	U
22	Aug-21	-		
23	Sep-21	-		
24	Oct-21	245,000	3.15%	U
25	Nov-21	-		
26	Dec-21	-		
27	Jan-22	-		
28	Feb-22	-		
29	Mar-22	-		
30	Apr-22	-		
31	May-22	-		
32	Jun-22	-		
33	Jul-22	-		
34	Aug-22	-		
35	Sep-22	-		
36	Oct-22	-		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CAPITAL IMPROVEMENT FUNDS INVESTMENT PURCHASE
DATE: OCTOBER 22, 2019
CC: FILE

At the regularly scheduled meeting of the Finance Committee on October 14, 2019, the members discussed the amount of liquid capital improvement funds available for investing.

Following this discussion, the Committee passed a motion to recommend to the GRF Board the purchase of brokered CDs, from US Bancorp, totaling \$400,000 of Capital Improvement funds, all with a term not to exceed twenty-four (24) months at the broker's discretion, at the prevailing interest rates, at the time of purchase.

TO approve the purchase of brokered CDs, from US Bancorp, totaling \$400,000 of Capital Improvement funds, all with a term not to exceed twenty-four (24) months at the broker's discretion, at the prevailing interest rates, at the time of purchase.

Capital Funds Investment Ladder as of October 7, 2019

Term	Maturity Month	Investment Amount	Rate
0	Oct-19		
1	Nov-19		
2	Dec-19		
3	Jan-20		
4	Feb-20		
8	Mar-20	253,000	2.45%
6	Apr-20	250,000	2.35%
7	May-20		
8	Jun-20		
9	Jul-20		
10	Aug-20		
11	Sep-20	247,000	1.80%
12	Oct-20	250,000	2.40%
13	Nov-20		
14	Dec-20		
15	Jan-21		
16	Feb-21		
17	Mar-21		
18	Apr-21		
19	May-21		
20	Jun-21		
21	Jul-21		
22	Aug-21		
23	Sep-21		
24	Oct-21		
25	Nov-21		
26	Dec-21		
27	Jan-22		
28	Feb-22		
29	Mar-22		
30	Apr-22		
31	May-22		
32	Jun-22		
33	Jul-22		
34	Aug-22		
35	Sep-22		
36	Oct-22		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: AMEND 20-5050-34, REQUEST DIGITAL BILLBOARDS AND 20-5050.01-34, REQUEST TO DISPLAY ON DIGITAL BILLBOARDS
DATE: OCTOBER 15, 2019
CC: FILE

At its meeting on October 10, 2019, the Communications/IT Committee recommended the GRF Board of Directors amend 20-5050-34, Digital Billboards and 20-5050.01-34, Request to Display on Digital Billboards.

I move to amend 20-5050-34, Digital Billboards, updating the document language and amend 20-5050.01-34, Request to Display on Digital Billboards, updating the types of documents that may be displayed and restating the instructions to complete the request.



ITS

Digital Billboards

AMEND

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.~~ This document establishes rules to display informational content on the 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 Communications/Information Technology Services (COMM/ITS) Department is responsible for maintaining the Digital Billboards and accepts the following types of documents for display:

- ◆ 2.1. Community Notices
- ◆ 2.2. GRF Meeting Calendar Notices
- ◆ 2.3. Recreational Events Recreation Department Events
- ◆ 2.4. Club Events
- ◆ 2.5. Public Service Announcements (PSAs)

3. REQUIREMENTS FOR POSTING ON THE DIGITAL BILLBOARD

The following relate to posting documents on the Digital Billboards:

3.1 Required documentation:

3.1.1. A "Request for Display" form (20-5050-4) must be filled out with the document to be displayed. ~~The document must be approved by the Recreation Department.~~ Completed and accompanied by the document to be displayed.

3.1.2. The document must be approved by the Recreation Department for Club events.

3.2 Approved content may be posted no earlier than two weeks prior to the event, which will be taken down the day after the end date of the event. and will be removed the day following the event.



ITS

Digital Billboards

AMEND

- 3.3 Priorities for display will be given to free events of community interest, and a fee-based community events, if acceptable.
- 3.4 The digital billboards will not be available to display any business-related or sales contents, nor money-raising fundraising functions.
- 3.5 Any exceptions will be determined by the Communications Committee.

4. CLUB REQUIREMENTS FOR DIGITAL BILLBOARD PROCEDURE/POLICY NOTES DISPLAY SUBMISSIONS

Any GRF club in good standing (Determined by the Recreation Department) may advertise on the Digital Billboards events of interest to the community under the following conditions:

- 4.1. —The Club/Organization is not charging a fee for participation ~~for~~ in the event advertised. -The following are exemptions:
 - 1. 4.1.1. Charitable or service organizations, designated as a 501c3 or comparable non-profit, where a portion of the funds collected directly benefit the Leisure World community. In lieu of funds, free services to shareholders may qualify the organization for an exemption.
 - 2. 4.1.2. Performing Arts clubs that accept donations or charge a fee for a particular event in order to cover the club's expenses for producing an event may advertise on the digital billboards as well as on the physical bulletin boards.
- 4.2 No commercial venture may be advertised by a club, including classes for which an instructor is hired, irrespective of whether the instructor is a GRF member, and a fee or donation is taken.
- 4.3 Religious organizations are restricted from posting except when hosting a non-religious event, such as a movie, concert or rummage sale open to all GRF members.
- 4.4 The public announcement files must conform to the specifications set forth by the Communications Department and must be submitted to and approved by the Recreation Department, and accompanied by signed and approved "Request for Display on Digital Billboard" Form. Artwork that does not comply with the Digital Billboard Layout Requirements specified in Section 5. will be rejected.



ITS

Digital Billboards

AMEND

- 4.5 -Clubs and organizations will have the option, if they choose not to create their own artwork, to commission the Communications Department to create it for them for a fee to be, determined by that Department.
- 4.6 -All content postings must conform to the laws of the State of California and comply with all GRF policies.
- 4.7 Postings must be submitted in English language only.

5. DIGITAL BILLBOARD LAYOUT REQUIREMENTS

The following describes the layout requirements for Digital Billboard display submissions:

5.1 Acceptable formats: ~~ACCEPTABLE FORMATS:~~ .jpg, .gif, .png, .bmp

RESOLUTION: 5.2 Resolution: All files with photo images should be created at 100 - 150 dpi at ~~10 x 8.5" (A4)~~ an A4 print size. Files submitted at lower than 100 dpi may produce a lower quality output. If ~~you are uncertain of the quality of your~~ there is uncertainty about the quality of the images, please call Communications Department (~~The News~~ LW Weekly).

COLOR FORMAT: 5.3 Color Format: RGB

5.4 SIZE IN PIXELS Size in Pixels: ~~from~~ 1650 (width) x 1275 (height)

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

Document History:

Adopted:	28 Mar 17	Amended:	23 Jul 19
<u>Reviewed:</u>	<u>08 Feb 18</u>		
<u>Amended:</u>	<u>12 Sept 19</u>		



ITS

Digital Billboards

AMEND

Amended: 10 Oct 19

Keywords: Digital
Billboards



Digital Billboard Display Request Form

REQUEST FOR DISPLAY ON DIGITAL BILLBOARD

The following types of documents may be displayed on the Digital Billboard:

Community Notices; GRF Notices; Recreational Department Events; Club Events and Public Service Announcements (PSAs). Club events and must be preapproved by the Recreation Manager or the ITS Department.

Please complete below. Print clearly and attach the document you wish to be displayed to the Communications Department. ~~fill out form and print clearly and attached your document to be displayed.~~

Today's Date:	
Requestor's Name:	
Mutual/Unit:	
Phone Number:	
Club/Organization Name:	
Event Name:	
Event Start Date:	
Event End Date:	
Approval:	
Approval Date:	

Document History

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



ITS AMEND

Digital Billboard Display Request Form

Adopted: 28 Mar 17 Amended: 23 Jul 19

Keywords: Digital Billboard

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: ADOPT 30-5093-1, MEMBER RULES OF CONDUCT (**TENTATIVE VOTE**)
DATE: OCTOBER 16, 2019
CC: FILE

At its meeting on October 11, 2019, the Executive Committee recommended the GRF Board of Directors adopt 30-5093-1, Member Rules of Conduct.

I move to adopt 30-5093-1, Member Rules of Conduct, as presented, which sets forth the members' rules of conduct, fulfilling GRF's duty and fiduciary responsibility to enforce its governing documents and protect GRF Trust Property and assets, GRF staff and GRF-contracted service providers, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 26, 2019.

EXECUTIVE COMMITTEE**30-5093-1****Member Rules of Conduct****ADOPT****1. PURPOSE**

The purpose of the Member Rules of Conduct is to protect Golden Rain Foundation (GRF), GRF Trust Property, GRF staff, GRF contracted service providers and GRF members. GRF has a duty and a fiduciary responsibility to enforce its governing documents and protect GRF Trust Property and assets, GRF staff and GRF--contracted service providers.

These Rules of Conduct shall apply to GRF members and their visitors (guests and caregivers).

2. RULES OF CONDUCT

2.1 Shall apply to all property held in trust by GRF (Trust Property) including, but not limited to, clubhouses, restrooms, recreational facilities (streets, pool, golf course, multi-use courts, and library etc.).

2.2 Members are responsible and may be cited for the actions of their guests (visitors and caregivers).

2.3 Interactions with others must be respectful and non-abusive behavior, both verbally and physically.

2.3.1 Behaviors such as the following is prohibited:

2.3.1.1 Verbal or physical violence, implied or actual (threats).

2.3.1.2 Personal insults and yelling.

2.3.1.3 Discriminatory actions including race, religion, gender expression, age, national origin, disability, marital status, sexual orientation, military status Any form of discrimination.

2.3.1.4 Unwanted or offensive touching, filming, photography and recording.

2.3.1.5 Unwanted sexually suggestive language.

~~**2.3.1.6**~~ **2.3.1.6.** Projecting an object or substance Throwing objects at another person with intent to harm or _intimidate.

~~**2.3.1.7**~~ **2.3.1.7** Disruptive behavior, personal attacks or harassment during GRF meetings.

EXECUTIVE COMMITTEE

30-5093-1



Member Rules of Conduct

ADOPT

~~2.3.1.8~~ 2.3.1.8. Creating a hostile work environment for GRF staff and GRF ~~-~~contracted service-providers.

~~2.3.1.9~~ 2.3.1.9. Bodily odor or level of cleanliness that would be considered offensive and a health and safety hazard to others.

~~2.3.1.10~~ 2.3.1.10. Willful damage to Trust Property.

2.3.1.11. Non-compliance with GRF Governing Documents.

~~2.3.1.11~~ 2.2.1.12. Any behavior interfering with the quiet use and enjoyment of GRF Trust Property or a Member's separate interest.

3. NON-COMPLIANCE

3.1 Each violation shall may Will result in a penalty ~~for each violation~~. See 30-5093-2 for schedule of fines and penalties.

3.2 ~~To protect GRF, r~~ Repeat offenders may be subject to legal action.

3.3 ~~O~~ For offenses that are governed by City, State or Federal laws will be referred to the appropriate authorities ~~will be contacted~~.

4. NOTIFICATION OF VIOLATION AND RIGHT TO HEARING

See Procedure 30-5093-3 for Notification of Violation and Right to Hearing procedures.

Document History

Adopted: xx xxx 19

Keywords: Rules ~~of~~ Penalties,
Conduct Violations,

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: ADOPT 30-5093-2, MEMBER RULES OF CONDUCT, NON-COMPLIANCE WITH RULES OF CONDUCT – FINES AND PENALTIES (**TENTATIVE VOTE**)
DATE: OCTOBER 16, 2019
CC: FILE

At its meeting on October 11, 2019, the Executive Committee recommended the GRF Board of Directors adopt 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties.

I move to adopt 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties, as presented, which sets forth the fines, penalties and legal action that may result from non-compliance with the Member Rules of Conduct, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 26, 2019.

EXECUTIVE COMMITTEE**30-5093-2****Member Rules of Conduct, ADOPT
Non-Compliance with Rules of Conduct – Fines and Penalties****1. PURPOSE**

The purpose of implementing a policy offer non-compliance with Member Rules of Conduct is to:

- 1.1** Encourage voluntary compliance;
- 1.2** Penalize members who ~~that~~ do not comply with the Rules of Conduct;
- 1.3** Protect GRF Trust Property and assets, GRF Staff, GRF ~~–~~contracted sService pProviders and GRF members and their visitors (guests and caregivers).

2. NON-COMPLIANCE FINES AND PENALTIES**2.1 Fine Schedule**

- 2.1.1** First Offense \$100.00
- 2.1.2** Second Offense \$200.00
- 2.1.3** Third Offense \$500.00 and GRF member's suspension of GRF Trust Property amenities ~~Property privileges~~ for 60 days.
- 2.1.4** Fines and Penalties for further offenses will be subject to the GRF Board of Directors' discretion and dependent upon the severity of the infraction.

2.2 Legal Action

- 2.2.1** For infractions that rise to a criminal nature as stated in City, State or Federal laws, the appropriate authorities will be notified.
- 2.2.2** GRF will seek legal action when necessary to protect GRF Trust Property assets, GRF staff and GRF ~~–~~contracted service providers ~~and vendors.~~ vendors.
- 2.2.3** The offending member will prevailing party may be responsible for all GRF entitled to recover reasonable legal costs.

Document History

Adopted: xx xxx 19

Keywords: Rules _ of
Conduct

Fines s

Penalty

(xxx 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES & AMENITIES REVIEW AD HOC COMMITTEE
SUBJECT: AMEND 70-1406-1, LIMITATIONS ON USE (**FINAL VOTE**)
DATE: OCTOBER 16, 2019
CC: FILE

At its meeting on July 9, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors amend 70-1406-1, Limitations on Use, as amended by extraction of the fee schedule – 70-1406-2, Limitations on Use, Fees.

At its meeting of July 23, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the July 25 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 70-1406-1, Limitation on Use, during the 28-day notification to the membership period.

At its August 28, 2019 meeting, the Board of Directors moved to refer 70-1406-1, Limitation on Use, back to the FAR Ad hoc Committee for review and discussion.

At its meeting on September 10, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors amend 70-1406-1, Limitations on Use, as amended by extraction of the fee schedule – 70-1406-2, Limitations on Use, Fees., establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Court, and a reference to 70-1406-2, Limitations on Use, Fees, for fee information.

At its meeting of September 24, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the September 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk,

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

One item of correspondence was received, regarding amendment of 70-1406-1, Limitation on Use, during the 28-day notification to the membership period (Exhibit A).

I move to amend 70-1406-1, Limitations on Use, as amended.



Recreation

LIMITATIONS ON USE OF TRUST PROPERTY AMEND

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 ONLY IN GOOD STANDING:

- 1.1. Car wash;
- 1.2. Exercise room (Policy 1466-50);
- 1.3. Golf course (Policy 1429.1-50 & 1429.2-50);
- 1.4. Lapidary room;
- 1.5. Swimming pool (Policy 1468-50); and
- 1.6. Woodshops;
- 1.7. Multi-use Court;
- 1.8. Bocce Ball Court.

~~1.6.~~ All other Trust facilities are provided for the use of GRF Members in good standing and their guests who are at least eighteen (18) years old except for private functions. Members must be present at all times when guests are using these facilities.

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:

- 2.1. 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;
- 2.2. 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;
- 2.3. Risers may not be stacked upon one another for any activity in a clubhouse; and
- 2.4. Use of skateboards, razor-type scooters, roller skates, hoverboards, a Segway or roller blades is prohibited on all Trust property.

Recreation**LIMITATIONS ON USE OF TRUST PROPERTY AMEND**

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:

- 3.1.** Amphitheater;
- 3.2.** Art room;
- 3.3.** Billiards rooms;
- 3.4.** Card room;
- 3.5.** Ceramics room;
- 3.6.** Sewing room;
- 3.7.** Shuffleboard court; and
- 3.8.** 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.

4.3. 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)

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

5.4. CLUBHOUSE RULES

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

- 5.1.4.1.** Clubhouse lobbies will be available for reservations with RD heads' approval. Lobby furniture may only be moved by custodial staff;
- 5.2.4.2.** Dining and kitchen facilities shall be cleaned by the reserving member after being used. (Policy 1411-50);
- 5.3.4.3.** 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;
- 5.4.4.4.** Clubhouse Three (3) BBQ's will be cleaned by the custodians;
- 5.5.4.5.** The regulation of the thermostats shall only be controlled by the custodian on

(Jul 19) **GOLDEN RAIN FOUNDATION Seal Beach, California**

Recreation**LIMITATIONS ON USE OF TRUST PROPERTY AMEND**

duty;

~~5.6.4.6.~~ Malfunctioning and/or damaged equipment shall be reported to the custodian or the RD;

~~5.7.4.7.~~ Items shall not be hung on window coverings or partitions at any time;

~~5.8.4.8.~~ 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;

~~5.9.4.9.~~ No push pins or tacks can be used on walls. Any cost to repair will be charged to reserving party;

~~5.10.4.10.~~ Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any other area of any clubhouse without RD approval;

~~5.11.4.11.~~ Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;

~~5.12.4.12.~~ Children under the age of eighteen (18) years shall remain under the constant visual supervision of an adult;

~~5.13.4.13.~~ No Smoking (Policy 1412.2-50);

~~5.14.4.14.~~ Only licensed Service or Emotional Support Animals', duly registered with Stock Transfer, are permitted in or on Trust property. (Policy 1023-33);

~~5.15.4.15.~~ 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;

~~5.16.4.16.~~ Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the SD;

~~5.17.4.17.~~ All damages, repairs or unusual cleaning costs shall be the responsibility of the reserving Member;

~~5.18.4.18.~~ Members shall notify the RD when a caterer will be used. (Policy 1431-50);

~~5.19.4.19.~~ Candles shall only be used in Trust facilities without carpeting; and

~~5.20.4.20.~~ GRF reserves the right to disallow the use of Trust property to any Member at any time.

6.5. 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.

7.6. ELIGIBLE CLUBS AND ORGANIZATIONS

Recreation**LIMITATIONS ON USE OF TRUST PROPERTY AMEND**

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:

~~7.1.~~6.1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the RD.

~~7.2.~~6.2. 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.

~~7.3.~~6.3. The club or organization shall specify a regularly scheduled meeting time and place.

~~7.4.~~6.4. The RD shall be kept informed of any change of officers, By-laws or purpose of the club.

~~7.5.~~6.5. 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.

~~7.6.~~6.6. Caregivers cannot belong to any club.

~~7.7.~~6.7. 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:

~~7.7.1.~~6.7.1. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do;

~~7.7.2.~~6.7.2. If the complaint is found to be valid, the club will be given 30 days to remedy;

~~7.7.3.~~6.7.3. 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;

~~7.7.4.~~6.7.4. 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

~~7.7.5.~~6.7.5. A final appeal to the GRF Board, must be requested in writing to either the Executive Director or GRF President.

~~7.8.~~6.8. GRF reserves the right to disallow the use of any Trust property to any club or organization at any time.

8.7. USE OF CLUBHOUSE FACILITIES BY OUTSIDE ORGANIZATIONS

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



Recreation

LIMITATIONS ON USE OF TRUST PROPERTY AMEND

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.~~

- ~~8.1. Up to two hundred (200) people: \$200.00 non-refundable fee~~
- ~~8.2. Up to three hundred (300) people: \$300.00 non-refundable fee~~
- ~~8.3. Up to four hundred (400) people: \$400.00 non-refundable fee~~
- ~~8.4. Up to 500 hundred (500) people: \$500.00 non-refundable fee~~
- ~~8.5. 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.

9.8. GRF SPONSORED ACTIVITIES

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

10.9. HOURS

- ~~10.1.~~9.1. The clubhouses will be open for the use of Members and guests accompanying them from 7:30 am to 10:00 pm.
- ~~10.2.~~9.2. Hours of operation for the Exercise Room. Golf Course, and Swimming Pool will be determined administratively;
- ~~10.3.~~9.3. The Exercise Room. Golf Course, and Swimming Pool will be limited to Members. Caregivers or guests are not permitted to use these areas;
- ~~10.4.~~9.4. The Exercise Room. Golf Course, and Swimming Pool will be closed Thanksgiving, Christmas and New Year's Day;
- ~~10.5.~~9.5. Any Trust facility may be closed at any time for maintenance;
- ~~10.6.~~9.6. No personal trainers are allowed in the Exercise Room;
- ~~10.7.~~9.7. The Amphitheater will be available for use by recognized clubs and organizations by reservation only. (Policy 1412-50);
- 10.8** The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the Members;



Recreation

LIMITATIONS ON USE OF TRUST PROPERTY AMEND

- 198 **10.9.** Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be
199 closed Christmas and New Year's Day. Exceptions are at the discretion of the
200 RD;
201 **10.10.** Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed
202 Thanksgiving Day. Exceptions are at the discretion of the RD;
203 **10.11.** Any permanent operational time change(s) must be approved by the
204 Recreation Committee.

11.10. NOTICE OF CLOSING

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

12.11. CHARGES

- 210 ~~12.1.~~ **11.1.** Charges will be assessed for clubs and/or private parties using Trust
211 facilities when the scheduled or actual use extends beyond the official hours, or
212 when additional help or special accommodations are is required. The rate to be
213 used is the lowest established billing rate currently in effect as determined and
214 published by the Accounting Office. In the event of overtime, a minimum of one
215 hour will be charged;

- 216 **11.2.** Parties requesting the use of meeting rooms will be required to pay all charges
217 for damages, repairs or unusual cleaning costs.

- 218 ~~12.2.~~ **11.3.** See 70-1406-2, Limitation on Use, Fees.

Document History

Adopted:	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	Amended:	23 Jul 19		

Keywords:

1291 Kenwood Rd., M7-162A

Seal Beach, CA 90740-3321

Golden Rain Foundation
POB 2069
Seal Beach, CA 90740

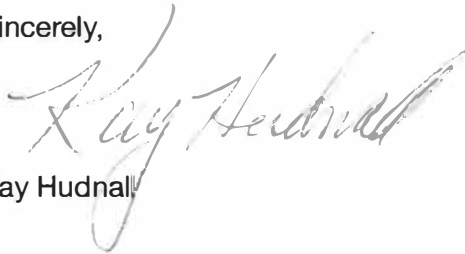
Ref: 70-1406-1, Limitations on Use

Dear Board Members;

My thanks and gratitude at you for serving on the board and the hard work you do. Volunteers like you are what helps keep our committee viable and a good place to live.

It is obvious a lot of time and effort was put into the proposal to amend 70-1405-1 regarding the usage of Trust Properties. My one suggestion is a standard non-discrimination clause be added for any organizations, clubs or groups who may use a Trust Property.

Sincerely,



Kay Hudnall



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES & AMENITIES REVIEW AD HOC COMMITTEE
SUBJECT: AMEND 70-1406-2, LIMITATIONS ON USE (**FINAL VOTE**)
DATE: OCTOBER 16, 2019
CC: FILE

At its meeting on July 9, 2019, the Facilities and Amenities Review Ad Hoc Committee recommended the GRF Board of Directors extract the fee schedule from 70-1406-1, Limitations on Use, creating a new document 70-1406-2, Limitations on Use, Fees.

At its meeting of July 23, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the July 25 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding adoption of 70-1406-2, Limitation on Use, Fees, during the 28-day notification to the membership period.

At its meeting on September 10, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors adopt 70-1406-2, Limitations on Use, Fees, establishing fees to organizations using Trust property.

At its meeting of September 24, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the September 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 70-1406-2, Limitation on Use, during the 28-day notification to the membership period.

I move to amend 70-1406-2, Limitations on Use, Fees, as presented.

RECREATION**Limitations on Use of Trust Property, fees ADOPT**

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 ONLY IN GOOD STANDING:**~~

- ~~1.1. Car wash;~~
- ~~1.2. Exercise room (Policy 1466-50);~~
- ~~1.3. Golf course (Policy 1429.1-50 & 1429.2-50);~~
- ~~1.4. Lapidary room;~~
- ~~1.5. Swimming pool (Policy 1468-50);~~
- ~~1.6. Woodshops;~~
- ~~1.7. Multi-use Court;~~
- ~~1.8. Bocce Ball Court.~~

~~All other Trust facilities are provided for the use of GRF Members in good standing and their guests who are at least eighteen (18) years old except for private functions. Members must be present at all times when guests are using these facilities.~~

~~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:**~~

- ~~2.1. 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.~~



RECREATION

Limitations on Use of Trust Property, fees **ADOPT**

- 41 approved attendant or supervisor;
 42 **2.2.** ~~Football, baseball, soccer, hockey, basketball and other contact sports may not~~
 43 ~~be played on GRF Trust property due to the possibility of injury to Members~~
 44 ~~and/or guests;~~
 45 **2.3.** ~~Risers may not be stacked upon one another for any activity in a clubhouse;~~
 46 ~~and~~
 47 **2.4.** ~~Use of skateboards, razor-type scooters, roller skates, hoverboards, a Segway~~
 48 ~~or roller blades is prohibited on all Trust property.~~

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

3. 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)

- 57 **3.1.** ~~Will not be allowed for a four-week period prior to the GRF Arts and Crafts~~
 58 ~~Festival;~~
 59 **3.2.** ~~The maximum number of tables allowed shall be approved by the RD;~~
 60 **3.3.** ~~All items for sale must be sold by GRF Members; and~~
 61 **3.4.** ~~Operations will be monitored by the RD to ensure that all policies are followed.~~

4. CLUBHOUSE RULES

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

- 68 **4.1.** ~~Clubhouse lobbies will be available for reservations with RD heads' approval.~~
 69 ~~Lobby furniture may only be moved by custodial staff;~~
 70 **4.2.** ~~Dining and kitchen facilities shall be cleaned by the reserving member after~~
 71 ~~being used. (Policy 1411-50);~~
 72 **4.3.** ~~Clubhouse One (1) Picnic Area shall be cleaned by the reserving member~~
 73 ~~after being used, except for the BBQ, which shall be cleaned by the custodian~~
 74 ~~after it has cooled down;~~
 75 **4.4.** ~~Clubhouse Three (3) BBQ's will be cleaned by the custodians;~~
 76 **4.5.** ~~The regulation of the thermostats shall only be controlled by the custodian on~~
 77 ~~duty;~~
 78 **4.6.** ~~Malfunctioning and/or damaged equipment shall be reported to the custodian~~
 79 ~~or the RD;~~
 80 **4.7.** ~~Items shall not be hung on window coverings or partitions at any time;~~
 81 **4.8.** ~~Only masking tape shall be used to attach items to the walls — no other type of~~
 82 ~~adhesive is authorized. Push pins or tacks may be used to attach items to the~~
 83 ~~soundproofing panels;~~



RECREATION

Limitations on Use of Trust Property, fees ADOPT

- ~~4.9. No push pins or tacks can be used on walls. Any cost to repair will be charged to reserving party;~~
- ~~4.10. Items shall not be stored behind the stage drapes in Clubhouse Four (4), or in any other area of any clubhouse without RD approval;~~
- ~~4.11. Decibel sound levels inside clubhouses and outdoor entertainment areas should not exceed eighty (80) decibels and will be monitored by staff on duty;~~
- ~~4.12. Children under the age of eighteen (18) years shall remain under the constant visual supervision of an adult;~~
- ~~4.13. No Smoking (Policy 1412.2-50);~~
- ~~4.14. Only licensed Service or Emotional Support Animals', duly registered with Stock Transfer, are permitted in or on Trust property. (Policy 1023-33);~~
- ~~4.15. 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;~~
- ~~4.16. Any person, persons or activities which disturb an event shall be brought to the attention of the custodian or the SD;~~
- ~~4.17. All damages, repairs or unusual cleaning costs shall be the responsibility of the reserving Member;~~
- ~~4.18. Members shall notify the RD when a caterer will be used. (Policy 1431-50);~~
- ~~4.19. Candles shall only be used in Trust facilities without carpeting; and~~
- ~~4.20. GRF reserves the right to disallow the use of Trust property to any Member at any time.~~

5. 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.~~

6. 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:~~

- ~~6.1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the RD.~~
- ~~6.2. There shall be an annual business meeting, including election of at least three~~



RECREATION

Limitations on Use of Trust Property, fees ADOPT

~~(3) officers, and financial accounting to Members of the club or organization of all funds.~~

~~6.3. The club or organization shall specify a regularly scheduled meeting time and place.~~

~~6.4. The RD shall be kept informed of any change of officers, By-laws or purpose of the club.~~

~~6.5. 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.~~

~~6.6. Caregivers cannot belong to any club.~~

~~6.7. 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:-~~

~~6.7.1. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do;~~

~~6.7.2. If the complaint is found to be valid, the club will be given 30 days to remedy;~~

~~6.7.3. 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;~~

~~6.7.4. 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~~

~~6.7.5. A final appeal to the GRF Board, must be requested in writing to either the Executive Director or GRF President.~~

~~6.8. GRF reserves the right to disallow the use of any Trust property to any club or organization at any time.~~

7. 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.~~

~~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.~~



RECREATION

Limitations on Use of Trust Property, fees **ADOPT**

~~8. GRF SPONSORED ACTIVITIES~~

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

~~9. HOURS~~

~~9.1. The clubhouses will be open for the use of Members and guests accompanying them from 7:30 am to 10:00 pm.~~

~~9.2. Hours of operation for the Exercise Room, Golf Course, and Swimming Pool will be determined administratively;~~

~~9.3. The Exercise Room, Golf Course, and Swimming Pool will be limited to Members. Caregivers or guests are not permitted to use these areas;~~

~~9.4. The Exercise Room, Golf Course, and Swimming Pool will be closed Thanksgiving, Christmas and New Year's Day;~~

~~9.5. Any Trust facility may be closed at any time for maintenance;~~

~~9.6. No personal trainers are allowed in the Exercise Room;~~

~~9.7. The Amphitheater will be available for use by recognized clubs and organizations by reservation only. (Policy 1412-50);~~

~~10.8. The Golden Age Foundation can use the hospitality area in Clubhouse Six (6) on any holiday for the benefit of the Members;~~

~~10.9. 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;~~

~~10.10. Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed Thanksgiving Day. Exceptions are at the discretion of the RD;~~

~~10.11. Any permanent operational time change(s) must be approved by the Recreation Committee.~~

~~10. 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.~~

~~11. CHARGES~~

~~11.1. 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;~~

~~11.2. Parties requesting the use of meeting rooms will be required to pay all charges for damages, repairs or unusual cleaning costs.~~

~~11.3. See 70-1406-2, Limitation on Use, Fees.~~

**RECREATION****Limitations on Use of Trust Property, fees** **ADOPT**

207

208

Document History

Adopted:

Keywords:

209



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND 40-5061-2, FEES (**FINAL VOTE**)
DATE: OCTOBER 16, 2019
CC: FILE

At its meeting on September 16, 2019, the Finance Committee recommended the GRF Board of Directors amend 40-5061-2, Fees.

At its meeting of September 24, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the September 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 40-5061-2, Fees, during the 28-day notification to the membership period.

I move to amend 40-5061-2, Fees, increasing the amenities fee to twenty-five (25) times the monthly GRF Assessment, updating the cost center numbers and including the cost center names.

Fees AMEND

The following schedule of fees is established by the Golden Rain Foundation (GRF).

1. FACILITIES AND AMENITIES (AMENITIES) FEE:

- 1.1. Each owner, co-owner, co-occupant non-owner, or qualified permanent resident is required to pay a one-time, non-refundable Amenities fee.
- 1.2. The Amenities fee for an owner, co-owner, co-occupant non-owner or qualified permanent resident represents a use fee for access and use of the Trust facilities, amenities, and participation in GRF activities.
- 1.3. Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
- 1.4. The Amenities fee is calculated as twenty-~~five~~^{four} (25~~4~~) times the monthly GRF assessment and rounded up to the nearest dollar. The Amenities fee is reviewed annually and is implemented on January 1st of each year.
- 1.5. Existing GRF Member (owner & co-owner), co-occupant non-owner(s) and qualified permanent resident(s) may transfer from one unit to another without having to pay the Amenities fee again. They have thirty (30) days to complete the transfer.
- 1.6. If they are out of the community for more than thirty (30) days, a new Amenities fee will need to be paid.
- 1.7. The Amenities fee shall be allocated as follows:
 - 1.7.1. Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 1.7.2. Fifty percent (50%) into the GRF Reserve Fund.

2. PAYMENT OF AMENITIES FEE:

- 2.1. New Members are encouraged to pay the Amenities fee in full at the close of the purchase escrow. By California statute, GRF has established a finance plan to pay the Amenities fee over a seven-year period for those Members who wish to finance the fee.
- 2.2. Members who opt to finance the payment of their Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.
 - 2.2.1. If a Member opts to finance the Amenities fee, the Member shall pay a one-time upfront payment of twenty-five percent (25%) of the total Amenities fee at the close of Escrow and make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including

**Fees** **AMEND**

the finance charge, is paid in full.

2.2.2. The annual finance charge on matured, unpaid amounts shall be one percent (1%) per month (APR of 12%) paid annually on the outstanding balance.

2.2.3. In the event that a unit changes ownership before the Amenities fee is paid in full, the balance due must be paid before transfer is complete.

2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. MEMBERSHIP CERTIFICATE AND MUTUAL STOCK CERTIFICATE PROCESSING FEE:

3.1. GRF shall issue one membership and one stock certificate per unit. They may contain one or more names.

3.2. A certificate processing fee of two hundred fifty dollars (\$250) will be charged in advance each time the certificates are changed or altered to cover the cost of preparing, recording and/or replacing either or both certificates.

3.3. The certificate processing fee will be waived when a shareholder/member elects to remove a deceased co-owner from the title and have new certificates issued. The fee will be waived only within one (1) year of the owner's death and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or removal of Member owners or non-resident co-owner(s).

3.4. The Certificate processing fee shall be allocated to Cost Center 533 (Stock Transfer).

4. TRANSFER FEE – IN ESCROW:

The seller of a Mutual share of stock shall pay a transfer fee of five hundred dollars (\$500) to cover the cost of transferring ownership(s). The fee shall be allocated to Cost Center 533 (Stock Transfer).

5. NON – OWNER, CO-OCCUPANT PROCESSING FEE

Non – Owner, Co-Occupant Processing fee of one hundred dollars (\$100) shall be charged to cover the actual set up and processing costs and shall be allocated to Cost Center 533 (Stock Transfer).

Fees AMEND**6. MUTUAL CORPORATION FEES**

Each Mutual represents a fully independent corporation and as such may establish fees applicable to the Mutual. GRF operates as the management company for the Mutuals and will, as part of its duties, apply Mutual Fees in accordance with established Mutual policies (See the 7000 Policy Series).

7. STOCK TRANSFER LEGAL REVIEW OF TRUST FEES

7.1. Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the GRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. The following procedures will be implemented.

7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the GRF attorney to review prior to any completed transfer of ownership.

7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.

7.1.3. In an effort to offset the cost of the required GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of one hundred twenty-five dollars (\$125) representing the attorney's fee and GRF's pro-rated staff time, to be collected at the time of the trust review.

7.1.4. Legal Review of Trust Fees shall be allocated to Cost Center 533 (Stock Transfer).

8. LESSEE ANNUAL AMENITIES FEE – MUTUAL 17 ONLY

8.1. The GRF annual Lessee Amenities fee is a required use fee for access to the Trust facilities, amenities, and participation in GRF activities. The Lessee fee is calculated at twenty-five percent (25%) of the GRF annual assessment rounded up to the nearest dollar for each occupant.

**Fees** **AMEND**

- 8.2.** The required annual Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. No monthly payments can be made.
- 8.3.** If delinquent, the Lessee shall pay damages to reimburse GRF for its expense and overhead in collecting the payment as follows:
- 8.3.1.** A twenty-five dollar (\$25) late fee, and
- 8.3.2.** Interest at one percent (1%) per month (APR of 12%) from the original date due until the date the full payment is received.
- 8.4.** In addition to late fees, for each check from a Lessee that a bank returns for any reason, the Lessee must pay a twenty-five dollar (\$25) returned check fee, and all bank charges assessed against the association.
- 8.5.** If a Lessee becomes more than ninety (90) days delinquent, the Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities, including driving privileges upon GRF Trust streets. GRF may also refer the Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the Lessee.
- 8.6.** GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
- 8.7.** Lessee Amenities fees shall be allocated as stated in Section 1.7.
- 9.** The fee for verifying Powers of Attorney and Court Orders will be seventy-five dollars (\$75) per document, per review, and shall be allocated to Cost Center 533 (Stock Transfer).
- 10.** The fee for additional Leisure World maps will be one dollar (\$1) per map (shareholders excluded).
- 11.** All Fees are subject to annual review and are subject to change.



Fees AMEND

Document History

Adopted:	21 Apr 70	Amended:	31 Aug 73	Amended:	20 Nov 73
Amended:	19 Aug 75	Amended:	31 Aug 77	Amended:	16 Jun 81
Rescinded:	20 Oct 81 (Amendments passed 16 Jun 81)				
Amended:	16 Dec 86 (Effective 01 Jan 87)				
Amended:	21 Jul 87 (Effective 01 Aug 87)				
Amended:	20 Sep 88 (Effective 01 Jan 89)				
Amended:	21 Nov 89				
Amended:	16 Nov 93 (Effective 01 Dec 93)				
Amended:	18 Nov 03 (Effective 01 Jan 04)				
Amended:	15 May 07 (Effective 01 Jul 07)				
Amended:	17 July 12 (Effective 01 Sept 12)				
Amended:	22 Apr 14 (subheading correction only)				
Amended:	28 Oct 14 (Effective 01 Jan 2015)				
Amended:	27 Oct 15 (Effective 01 Jan 2016)				
Amended:	27 Dec 16 (Effective 01 Jan 2017)				
Amended:	23 May 17 (Effective 01 each year)				
Amended:	19 Dec 17	Amended:	17 Dec 18	Amended:	23 Apr 19
Amended:	23 Jul 19				

Keywords:

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE RESERVE STUDY FOR BUDGET YEAR 2020
DATE: OCTOBER 22, 2019
CC: FILE

At the regular meeting of the Finance Committee on October 14, 2019, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the Reserve Study for the 2020 budget year (Exhibit A).

I move to accept the Reserve Study for the 2020 budget year.

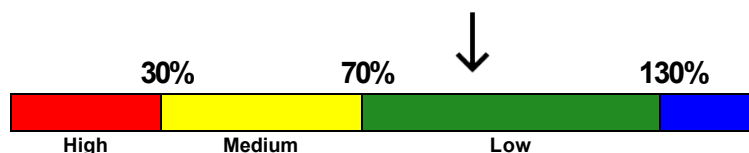
Executive Summary

Association:	Golden Rain Foundation	Assoc. #: 26608-2
Location:	Seal Beach, CA	# of Units: 6,608
Report Period:	January 1, 2020 through December 31, 2020	

Findings/Recommendations as-of: January 1, 2020

Projected Starting Reserve Balance	\$9,311,663
Current Full Funding Reserve Balance	\$9,937,640
Average Reserve Deficit (Surplus) Per Unit	\$95
Percent Funded	93.7 %
Recommended 2020 "Monthly Full Funding Contributions"	\$114,000
Alternate minimum contributions to keep Reserve above \$0	\$85,000
Most Recent Reserve Contribution Rate	\$104,167

Reserves % Funded: 93.7%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	0.00 %
Annual Inflation Rate	3.00 %

This is an Update "No-Site-Visit" Reserve Study, and is based on a prior Report prepared by Association Reserves for your 2019 Fiscal Year. No site inspection was performed as part of this Reserve Study. This Reserve Study was prepared by a credentialed Reserve Specialist, Sean Erik Andersen RS #68.

The Reserve Fund is above the 70% Funded level at 93.7 % Funded, which is a strong position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently low. The objective of your multi-year Funding Plan is to continue to Fully Fund Reserves and maintain a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems. Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$114,000.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above \$0. This figure for your association is \$85,000.

To receive a copy of the full Reserve Study, contact the Association.

Executive Summary

26608-2

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Administration Building				
601	Carpet - Replace	8	5	\$23,000
605	Tile Floor - Replace	30	11	\$5,300
924	Sans Audit Equipment	8	4	\$35,000
924	Sans Audit Equipment Wi-Fi	8	4	\$63,000
926	Back-up Server - Replace	7	6	\$50,000
951	Bathrooms - Major Refurbish	20	5	\$77,500
960	2nd Floor Conference Rm A Equip	10	9	\$10,100
960	2nd Floor Remodel Projects	15	9	\$44,000
960	Accounting/Admin Furnishings - Repl	15	11	\$77,500
960	Conference Room	15	3	\$14,000
960	GRF Board Room - Remodel	15	3	\$5,500
960	Mutual Admin Reno & Work Stations	10	8	\$12,500
960	Stock Trans & Finance Work Stations	25	22	\$32,000
960	Stock Transfer Kitchenette	15	10	\$8,500
1110	Interior Surfaces - Repaint	10	7	\$21,000
1115	Stucco - Repaint	10	8	\$6,700
1116	Wood Surfaces - Repaint	5	3	\$5,050
1302	Cap Sheet Roof - Re-coat	10	9	\$10,100
1302	Cap Sheet Roof - Replace	20	19	\$100,000
1800	Elevator - Modernize	25	23	\$83,000
1802	Elevator Cab - Remodel	12	10	\$12,000
Clubhouse #1				
303	Space Heater - Replace	24	16	\$2,700
361	Pole Lights - Replace	20	7	\$10,000
370	Lg Interior Lights - Replace	20	18	\$12,000
601	Carpet - Replace	10	3	\$13,500
603	Vinyl Flooring - Replace	20	3	\$46,000
901	Kitchen Appliances - Replace	20	5	\$69,000
920	Ballroom Furnishings - Replace	15	10	\$32,000
920	Historical Society Furniture - Repl	15	3	\$14,000
920	Lobby Furnishings - Replace	15	10	\$17,000
927	Billiard Rooms - Remodel	15	3	\$5,900
927	Billiard Tables - Replace	15	5	\$16,000
930	Woodshop Equipment - Replace	10	0	\$41,000
933	Piano - Replace	30	28	\$5,150
951	Bathrooms - Remodel	20	8	\$48,000
1110	Interior Surfaces - Repaint	10	7	\$27,000
1115	Stucco - Repaint	10	1	\$10,850
1116	Wood Surfaces - Repaint	5	1	\$10,500
1121	Wood Siding - Replace	30	8	\$62,500
1308	Asphalt Shingle Roof - Replace	25	20	\$120,000
1330	Gutter System - Replace	25	5	\$7,000
1350	Skylights - Replace	25	5	\$9,600
1621	Shuffleboard Equipment - Replace	15	3	\$17,000
Clubhouse #2				

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
316 Sewer Ejection System - Replace	15	11	\$150,000
361 Pole Lights - Replace	20	0	\$4,750
465 Canopy - Replace	10	0	\$5,150
601 Carpet - Replace	10	0	\$19,000
603 Vinyl Flooring - Replace	20	0	\$69,000
605 Kitchen Tile Floor - Replace	40	1	\$11,000
608 Stage Hardwood Floor - Replace	40	1	\$8,950
610 Stage Hardwood Floor - Refinish	5	0	\$3,200
901 Kitchen Appliances - Replace	20	12	\$91,000
922 Theater Equipment - Replace	10	0	\$10,200
927 Billiard Rooms - Remodel	15	3	\$5,900
927 Billiard Tables - Replace	15	3	\$12,500
928 Woodshop Equipment	10	0	\$41,000
933 Piano - Replace	30	10	\$5,150
933 Piano (New) - Replace	30	28	\$5,150
950 CH2 Miscellaneous Replacement	20	1	\$640,000
1308 Asphalt Shingle Roof - Replace	25	0	\$130,000
1330 Gutter System - Replace	25	0	\$16,000
Clubhouse #3			
601 Carpet - Replace	10	4	\$2,650
603 Flooring - Replace	25	22	\$185,000
900 Kitchens - Remodel	25	4	\$120,000
916 Window Treatments - Replace	10	9	\$8,300
920 Auditorium Furnishings - Replace	15	10	\$44,500
920 Meeting Room Furnishings - Replace	15	10	\$44,500
930 Sewing Equipment - Replace	10	4	\$9,000
930 Sewing Room - Remodel	15	3	\$7,750
933 Pianos - Replace	30	10	\$15,500
933 Pianos (New) - Replace	30	28	\$5,150
951 Bathrooms - Remodel	20	10	\$98,500
1110 Interior Surfaces - Repaint	10	7	\$32,000
1115 Stucco - Repaint	10	8	\$5,500
1116 Wood Surfaces - Repaint	5	3	\$18,500
1121 Wood Siding - Replace	30	13	\$92,000
1302 Flat Roof - Recoat	10	8	\$3,150
1302 Flat Roof - Replace	30	18	\$6,800
1308 Asphalt Shingle Roof - Replace	25	3	\$125,000
1330 Gutter System - Replace	25	3	\$11,000
1350 Skylights - Replace	25	3	\$3,200
Clubhouse #4			
370 New Lighting - Replace	20	18	\$9,750
603 Vinyl Flooring - Replace	12	9	\$31,000
612 Laminate Flooring - Replace	25	21	\$58,000
901 Kitchen Appliances - Replace	20	5	\$45,000
920 Built In Benches - Replace	15	11	\$5,650
920 Conference Room Furnishings	15	11	\$105,000
920 Phase 1-3 Renovations	10	9	\$21,000
920 Stage Hydraulic Lift - Replace	20	5	\$34,500
923 Room Divider - Replace	10	6	\$6,900

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
925 Technology Enhancement	5	2	\$11,800
927 Ceramics Equipment - Replace	20	5	\$28,500
927 Ceramics Room Furnishings - Replace	15	3	\$3,700
928 Art Room Furnishings - Replace	15	3	\$3,800
929 Lapidary Room Equipment - Replace	20	2	\$39,000
933 Piano (New) - Replace	30	28	\$5,150
933 Pianos - Replace	30	10	\$10,150
940 Art/Lapidary Cabinetry - Replace	25	3	\$23,500
951 Bathrooms - Remodel	20	5	\$48,000
1110 Interior Surfaces - Repaint	10	6	\$20,500
1115 Stucco - Repaint	10	0	\$10,000
1116 Wood Trim - Repaint	5	0	\$7,700
1302 Flat Roof - Recoat	10	4	\$17,500
1302 Flat Roof - Replace	30	8	\$38,000
1308 Asphalt Shingle Roof - Replace	25	4	\$60,500
1330 Gutter System - Replace	25	3	\$7,000
Building #5			
136 Staircase Decks - Repair	20	10	\$6,400
150 Walkway Deck - Resurface	20	3	\$12,500
465 Entry Awning - Replace	8	2	\$3,200
505 Wood Railings - Replace	20	10	\$6,200
601 Carpet - Replace	10	1	\$26,500
612 Laminate Flooring - Replace	25	21	\$5,950
902 Cafe Furnishings - Replace	10	9	\$8,100
906 Kitchen Cabinetry - Replace	25	5	\$10,600
920 1st Floor Rec Offices Furn - Replac	10	7	\$6,200
920 Distribution Office Furnishings	10	9	\$15,500
920 Offices Furnishings - Replace	15	2	\$97,500
922 Copy Cntr & Security - Refurb	10	9	\$17,200
922 Tri-Fold Machine - Replace	10	8	\$2,800
951 Bathroom Fixtures - Replace	20	5	\$12,500
964 Office Cabinetry - Replace	25	5	\$10,550
966 Coin Counting Machine - Replace	10	4	\$7,100
1110 Interior Surfaces - Repaint	10	1	\$7,700
1116 Building Exteriors - Repaint	5	4	\$6,400
1150 Wood Siding - Replace	30	15	\$17,500
1302 Flat Roof - Replace	20	5	\$6,450
1308 Asphalt Shingle Roof - Replace	25	5	\$29,000
1330 Gutter/Downspouts - Replace	25	5	\$5,900
1800 Elevator - Modernize	25	4	\$101,000
1802 Elevator Cab - Remodel	20	7	\$8,500
Clubhouse #6			
439 Patio Furniture - Replace	15	11	\$14,000
603 Vinyl Flooring - Replace	20	18	\$52,500
608 Rubber Flooring - Replace	20	5	\$7,050
612 Laminate Flooring - Replace	25	21	\$59,500
914 Wall Panel System - Replace	30	27	\$22,000
945 Fitness Equipment - Replace	15	8	\$250,000
948 Ping Pong Tables - Replace	10	5	\$9,200

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
951 Bathrooms - Remodel	20	11	\$92,000
1110 Interior Surfaces - Repaint	10	7	\$10,200
1115 Stucco - Repaint	10	7	\$22,000
1302 Flat Roof - Replace	20	5	\$69,000
1410 Bulletin Boards - Replace	20	10	\$1,750
1800 Elevator - Modernize	25	5	\$101,000
1802 Elevator Cab - Remodel	20	9	\$8,500
Amphitheater			
317 Sewage Ejection Pump - Replace	15	1	\$7,850
317 Sewage Pumps - Replace	15	8	\$7,700
317 Storm Pumps - Replace	10	1	\$5,200
361 Large Pole Lights - Replace	18	17	\$5,250
505 Brown 3' Iron Railing - Replace	25	8	\$12,000
505 Brown Single Iron Railing - Replace	25	8	\$3,700
505 White 3' Iron Railing - Replace	25	8	\$13,000
505 White Single Pipe Railing - Replace	25	8	\$21,000
601 Carpet - Replace	8	5	\$6,900
603 Vinyl Squares Floor - Replace	30	5	\$14,000
608 Hardwood Stage Floor - Replace	30	25	\$60,000
610 Hardwood Floor - Refurbish	10	5	\$14,000
814 Blast Doors - Replace	25	5	\$101,000
910 News Room - Remodel	12	6	\$12,000
916 Amateur Radio Equipment	10	5	\$7,850
916 Amateur Radio Room Furnishings	15	5	\$2,850
918 Emergency Operations Center	15	5	\$6,200
920 Theater Bleachers - Replace	30	18	\$470,000
920 Theater Club Furnishings - Replace	15	5	\$5,800
920 Theater Drapery - Replace	10	8	\$39,000
920 Theater Lighting - Replace	30	5	\$76,500
920 Theater Rigging - Replace	30	25	\$28,500
920 Theater Sound - Replace	20	18	\$120,000
921 Ad/Production Room Facility	15	10	\$49,000
922 Amphitheater Office Furnishings	15	4	\$11,000
925 Projector/DVD Player - Replace	10	6	\$11,000
926 Main Server - Replace	7	5	\$101,000
933 Pianos - Replace	30	10	\$28,000
951 Bathrooms - Major Refurbish	30	2	\$110,000
970 Camera System - Replace	12	10	\$16,000
1101 Doors - Repaint	5	3	\$2,700
1110 Interior Surfaces - Repaint	10	4	\$15,000
1113 Metal Surfaces - Repaint	5	4	\$4,200
1115 Exterior Flatwork - Repaint	10	4	\$19,000
1116 Wood Surfaces - Repaint	5	4	\$9,050
1302 Cap Sheet Roof - Re-coat	10	9	\$15,500
1302 Cap Sheet Roof - Replace	20	19	\$125,000
Library			
601 Carpet - Replace	8	1	\$23,000
605 Tile Floor - Replace	30	15	\$4,450
924 Patron Management System	10	4	\$7,050

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
951	Bathrooms - Major Refurbish	20	5	\$14,000
951	Friends of Library Bathrm - Refurb	20	5	\$2,900
960	Library Furnishings - Replace	15	12	\$120,000
1110	Interior Surfaces - Repaint	10	0	\$5,000
1115	Stucco - Repaint	10	8	\$7,700
1116	Wood Surfaces - Repaint	5	3	\$3,100
1121	Wood - Repair	40	10	\$13,000
1302	Cap Sheet Roof - Replace	20	3	\$6,750
1308	Comp Shingle Roof - Replace	25	5	\$21,000
Mission Park				
361	Park Lights - Replace	20	18	\$9,050
380	Court Lights - Replace	20	18	\$22,500
412	Park Furnishings - Replace	10	8	\$20,500
460	Shade Structure - Replace	10	8	\$5,150
505	Iron Fence & Gates - Replace	20	19	\$7,600
512	Vinyl Site Fencing - Replace	25	23	\$6,200
1400	Signage - Replace/Refurbish	10	8	\$5,150
1600	Pickle Ball Courts - Re-Paint	6	4	\$31,000
1622	Basketball Backboard - Replace	20	18	\$7,750
1630	Bocce Ball Court - Resurface	10	8	\$5,150
Pool Area				
340	Solar System Panels - Replace	15	14	\$31,000
346	Solar Storage Tanks - Replace	18	17	\$13,000
948	Lockers - Replace	20	19	\$10,200
951	LG Bathrooms - Major Refurbish	20	19	\$330,000
951	SM Bathrooms - Major Refurbish	20	19	\$4,200
1110	Interior Surfaces - Repaint	10	9	\$5,150
1115	Exterior Surfaces - Repaint	10	9	\$7,750
1200	Pool Deck - Repair/Replace	30	29	\$77,500
1202	Pool - Resurface & Re-tile	10	9	\$51,500
1202	Pool Coping - Replace	20	19	\$15,500
1203	Spa - Resurface	5	4	\$10,100
1206	Pool/Spa Filters - Replace	10	9	\$7,700
1210	Pool Heater - Replace	10	9	\$25,000
1211	Spa Heater - Replace	10	9	\$3,900
1214	Pool/Spa Pumps - Replace	5	4	\$3,800
1218	Chlorinators - Replace	10	9	\$4,200
1238	ADA Pool Lift - Replace	15	14	\$20,000
1240	Pool Area Furniture - Refurbish	5	4	\$4,800
1240	Pool Area Furniture - Replace	10	9	\$7,400
1245	Pool Cover - Replace	5	4	\$6,700
1302	Flat Roof - Replace	15	14	\$7,750
1308	Comp Shingle Roof - Replace	25	24	\$22,000
Golf Course				
518	Course Chain Link Fence - Replace	30	10	\$15,000
601	Carpet - Replace	5	1	\$3,400
942	Rubber Surface - Replace	15	12	\$9,100
1010	Golf Course Greens	2	2	\$26,000
1010	Golf Course T-Boxes - Refurbish	5	3	\$26,000

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1700 Bridge - Repair/Replace	30	19	\$26,000
1710 Lake Water Fountain - Replace	5	4	\$5,200
Maintenance Yard			
307 Hydraulic Lift - Replace	10	4	\$18,500
316 Fuel Leak Detection System- Replace	30	24	\$84,500
316 Waste Oil Storage Tank	30	24	\$23,000
510 Wood Fence - Replace	18	6	\$3,900
601 Carpet - Replace	10	6	\$3,350
612 Laminate Flooring - Replace	25	21	\$7,750
900 Break Rm Kitchen - Remodel	20	19	\$10,000
928 Carpenter Shop Equipment	20	5	\$67,500
928 Welding Shop Equipment	20	5	\$44,500
960 Office/Warehouse Furnishings	15	10	\$41,000
960 Purchasing Office Furnishings	10	7	\$11,150
960 Purchasing Warehouse Facility	10	4	\$11,000
960 Storage/Wk Area Furnishings	10	7	\$13,000
965 Miscellaneous Building Replacement	20	5	\$43,500
1120 Corrugated Metal Siding - Replace	50	8	\$82,000
1132 Metal Roof - Replace	40	13	\$59,000
1330 Gutter System - Replace	25	23	\$15,500
1890 Relocate Underground Tank	0	5	\$155,000
Service Maintenance			
832 Roll-Up Doors - Replace	25	5	\$39,000
904 Ice Machine - Replace	10	8	\$3,000
951 Bathrooms/Locker Rm - Refurbish	20	19	\$63,000
1110 Interior Surfaces - Repaint	10	5	\$2,800
1115 Exterior Surfaces- Repaint	20	0	\$12,000
Resale Office			
601 Carpet - Replace	10	4	\$14,000
900 Kitchen - Remodel	20	5	\$5,200
951 Bathrooms - Major Refurbish	10	4	\$4,500
1110 Interior Surfaces - Repaint	10	4	\$4,100
1116 Wood Surfaces - Repaint	5	1	\$3,400
1150 Wood Surfaces - Repair	40	8	\$17,000
1308 Comp Shingle Roof - Replace	25	18	\$13,000
1400 Real Estate Office Signage - Replac	10	3	\$4,500
Security Office			
601 Carpet - Replace	5	1	\$35,000
603 Linoleum Floor - Replace	20	1	\$7,500
900 Kitchen - Remodel	20	5	\$4,900
951 Bathrooms - Major Refurbish	20	16	\$50,000
960 Office Furnishings - Replace	15	1	\$25,000
1110 Ceiling Panels - Repaint	20	1	\$7,500
1110 Interior Surfaces - Repaint	10	1	\$8,250
1115 Exterior Flatwork - Repaint	10	4	\$9,550
1150 Wood Surfaces - Repair	40	15	\$6,750
1308 Comp Shingle Roof - Replace	25	3	\$48,000
1330 Gutter System - Repair/Replace	25	3	\$3,400
Combined Assets			

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
302 Generators - Replace	25	22	\$37,000
303 HVAC Systems - Replace	1	0	\$75,000
303 Space Heaters - Replace	24	5	\$5,300
328 Plumbing - Refurbish	40	15	\$185,000
329 Admin Dist. Piping - Replace	40	20	\$14,000
329 Amphitheater Dist. Piping - Replace	40	15	\$54,000
329 Library Dist Piping - Replace	40	15	\$10,500
329 Resale Office Dist Piping - Replace	40	25	\$7,700
329 Security Dist. Piping - Replace	40	15	\$15,000
330 Water Dist Main Water Valves - Repl	1	0	\$15,000
332 Water Heaters - Replace	5	3	\$10,500
350 Exhaust Fans - Replace	10	2	\$29,000
385 Walkway Light Fixtures - Replace	8	5	\$26,000
430 Drinking Fountains - Replace	15	3	\$42,500
439 Outdoor Furnishings - Replace	10	2	\$16,500
439 Patio Furn & Waste Cans - Replace	10	8	\$14,200
800 Exterior Doors - Replace	1	0	\$31,000
917 Audio-Visual Equipment - Replace	10	4	\$8,250
970 CCTV Camera System - Replace	5	2	\$73,000
1400 Building Signage - Replace	10	8	\$9,500
1860 Fire Alarm Systems - Replace	20	10	\$62,000
Infrastructure			
201 Asphalt (Parking Lot) - Resurface	30	5	\$830,000
201 Asphalt (Phase 1) - Resurface	25	21	\$595,000
201 Asphalt (Phase 2) - Resurface	25	22	\$725,000
201 Asphalt (Phase 3) - Resurface	25	23	\$965,000
201 Asphalt (Phase 4) - Resurface	25	0	\$450,000
201 Asphalt (Phase 5) - Resurface	25	2	\$1,800,000
201 Asphalt Clubhouse 2 - Resurface	10	0	\$41,500
202 Asphalt (Parking Lot) - Repair/Seal	4	0	\$101,000
202 Asphalt (Phase 1) - Repair/Seal	5	4	\$150,000
202 Asphalt (Phase 2) - Repair/Seal	5	4	\$150,000
202 Asphalt (Phase 3) - Repair/Seal	5	3	\$150,000
202 Asphalt (Phase 4) - Repair/Seal	5	5	\$150,000
202 Asphalt (Phase 5) - Repair/Seal	5	6	\$150,000
360 Crosswalk Lights - Replace	20	15	\$89,000
360 Street Lights Backup Battery - Repl	10	8	\$15,500
360 Traffic Light Poles - Replace	30	27	\$38,000
361 Large Pole Lights - Replace	25	23	\$60,500
367 Marquee - Replace	20	19	\$25,000
367 Marquee Monument - Replace	20	19	\$25,000
380 Shuffleboard Court Lights - Replace	25	7	\$22,000
505 Pedestrian Gates - Replace	25	23	\$31,000
518 Chain Link Fence - Replace	40	5	\$65,500
560 St Andrews Vehicle Gate - Replace	25	8	\$10,200
706 Barrier Arm Operator - Replace	10	2	\$6,750
708 Gate Operators - Replace	10	2	\$3,400
709 Electrical Generator - Replace	20	2	\$5,600
968 Gate Server Equipment - Replace	5	1	\$3,650
1003 Irrigation Controllers - Replace	5	0	\$25,000

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1020 Landscape Removal & Replacement	1	0	\$51,500
1113 Metal Surfaces - Repaint	5	1	\$3,500
1115 HC Bldg Exterior Flatwork - Repaint	10	8	\$21,500
1116 HC Bldg Wood Surfaces - Repaint	5	3	\$9,100
1118 Parking Spaces - Restripe	3	0	\$8,350
1118 Red Curbs - Repaint	3	2	\$23,500
1702 Waterscape Shoreline - Clean/Repair	0	5	\$130,000
1906 Radar Trailer - Replace	10	5	\$9,050
Miscellaneous Components			
1022 Main Gate Beautification - Project	25	22	\$250,000
1060 Globe Lighting - Replace	20	18	\$26,000
1062 Globe Surfaces - Repaint	10	6	\$55,000
1402 Monument Signs - Refurbish	10	7	\$28,000
1405 Street Signs - Replace	40	28	\$18,000
1415 Veterans Memorial - Refurbish	30	28	\$77,500
1880 RV Lot Office Trailer - Replace	30	27	\$19,000
Fleet Maintenance			
305 Portable Maint. Equipment	30	10	\$33,000
319 Overhead Lights on Vehicles	10	4	\$4,350
1405 Bus Stop Signs - Replace	10	9	\$6,500
1900 Cushmans - Replace	0	4	\$82,500
1902 Forklift - Replace	20	10	\$32,000
1902 Front Loader/Backhoe - Replace	25	20	\$38,500
1902 Tractors - Replace	30	5	\$55,000
1903 Automobiles - Replace	15	11	\$88,000
1903 Club Carts - Replace	12	10	\$39,000
1903 Elect Inspector Vehicle - Replace	10	6	\$7,500
1903 Elect Maintenance Vehicle - Replace	10	6	\$14,000
1904 Chevy Trucks - Replace	25	2	\$170,000
1905 Buses (2019) - Replace	18	17	\$250,000
1905 Mini Buses - Replace	18	4	\$930,000
1905 Spirit Freedom Bus - Replace	10	4	\$120,000
1906 Trailer for Backhoe - Replace	25	23	\$2,800
1906 Trailers - Replace	30	11	\$8,800
1910 Taylor Dunn	20	0	\$10,500
Revitalization Projects			
370 CH2 Large Interior Lighting - Repl	20	0	\$15,500
920 CH2 Ballroom Furnishings - Replace	15	0	\$32,000
920 CH2 Lobby Furnishing - Replace	15	0	\$18,500
951 CH2 Bathrooms - Remodel	20	0	\$101,000
1110 CH2 Interior Surfaces - Repaint	10	0	\$27,000
1115 CH2 Stucco - Repaint	10	0	\$10,850
1116 CH2 Wood Surfaces - Repaint	5	0	\$5,850
1121 CH2 Wood Siding - Replace	30	0	\$26,000
364 Total Funded Components			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO:
FROM:
SUBJECT:
DATE:
CC:

GRF BOARD OF DIRECTORS
FINANCE COMMITTEE (CM)
ACCEPTANCE OF THE 2020 ANNUAL BUDGET DISCLOSURE &
POLICY STATEMENT
OCTOBER 22, 2019
FILE

At the regular Finance Committee meeting on October 14, 2019, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the 2020 Annual Budget Disclosure & Policy Statement (Exhibit A).

I move to accept the 2020 Annual Budget Disclosure & Policy Statement, Exhibit A.

NOVEMBER 2019

TO ALL MEMBERS OF THE GOLDEN RAIN FOUNDATION:

Enclosed please find the 2020 Annual Budget Report and Annual Policy Statement for the Golden Rain Foundation (GRF), a non-profit Mutual Benefit Corporation organized and created pursuant to the California Corporations Code. Per the Declaration of Trust recorded on July 10, 1962 and the Amendment to the Declaration of Trust recorded on February 26, 2014, GRF holds in trust, for the sixteen (16) collective Mutual Corporations (Mutuals), the common areas and properties such as the Trust streets, golf course, clubhouses and administration buildings, but not the common areas of the Mutual Corporations. Without the existence of the Trust, these facilities would be included as major components in the Mutual budgets.

The GRF, under Management Agreements, provides services commonly associated with a property management company as directed and on behalf of the Mutuals and receives funding for its operations from the Corporations and their shareholders. California law requires GRF to report on its annual budget.

In the accompanying pages are summaries of the 2020 budgets that were adopted by the GRF Board of Directors and your respective Mutual Board of Directors, and which must be distributed to the members thirty (30) to ninety (90) days before the end of the fiscal year pursuant to California Civil Code Section 5300. I would like to thank the members of all of the Boards of Directors for their volunteer services resulting in no board costs to the residents. **Any member of GRF may request copies of both full budgets from the GRF Accounting Department at no cost.** In addition to the budget summaries, this package contains a summary of the Annual Policy Statement, which must be distributed to members in accordance with Civil Code Section 5310 within thirty (30) to ninety (90) days before the end of the fiscal year. **Any member may request a complete copy of the report at no cost to the member by submitting a written request to:**

**Golden Rain Foundation
P.O. Box 2069
Seal Beach, CA 90740**

The minutes of each GRF Board meeting are provided on the GRF website (www.lwsb.com) and available upon requests at the GRF Administration Offices. Minutes of each Mutual's regular meeting are circulated to each building and posted in the laundry rooms of your Mutual. Copies can be obtained for a nominal fee from the Finance Department in the Administration building.

Please review the foregoing and enclosed documents. Should you have any questions or concerns, please do not hesitate to contact your Board of Directors.

Thank you.

Sincerely,

Golden Rain Foundation

Ronde Winkler, Treasurer

ANNUAL BUDGET REPORT¹

(Civil Code Section 5300)

After thoughtful review and consideration, the Board of Directors has approved a budget for the fiscal year ending December 31, 2020, which it believes is reasonable and prudent to meet the funding needs of the Association. The assessments will be increased to \$163.11 per unit, per month effective January 1, 2020. A copy of the budget is enclosed for your review.

In accordance with Civil Code Sections 5550(b)(5) and 5560 the Board has adopted the budget along with the reserve funding plan as recommended in the Reserve Study performed by Association Reserves. The reserve study has been performed pursuant to Civil Code Section 5565 for the major capital components. GRF's reserves account will be funded through assessments for \$1,300,000 and from a portion of the Facilities and Amenities fee and Lessee Annual Amenities fee (Mutual Seventeen only) in accordance with Policy 40-5061-2. A summary of the reserve report is enclosed. Copies of the full reserve study plan are available upon request to GRF.

The Board of Directors does not, at this time, anticipate the need to levy a special assessment for planned expenditures, but reserves the right in accordance with California Civil Code to approve a special assessment for unplanned major expenses, if necessary, in the upcoming fiscal year.

The Board of Directors has not deferred repairs or replacement of any major component with a remaining life of 30 years or less.

¹ This summary includes a general description of the content of the report. Members may request a complete copy of the report at no cost to the member by submitting a written request to Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740.

Assessment and Reserve Funding Disclosure Summary
For the Fiscal Year Ending 2019

(1) The regular assessment per ownership interest is \$163.11 ownership interest per month and the portion allocated to reserves is \$16.39 per ownership interest per month.

(2) Additional regular or special assessments are not anticipated to be imposed or charged, regardless of the purpose.

(3) Based upon the most recent reserve study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes X No

(4) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan.

(5) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the start of the 2020 fiscal year is \$9,937,640, based in whole or in part on the reserve study update performed by Association Reserves dated September 25, 2019 for the 1/1/2020 calendar year. The projected reserve fund cash balance at the start of the 2020 fiscal year is \$9,311,663, resulting in reserves being 93.7% funded at this date.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund, the projected reserve fund balance in each of those years, taking into account only assessments already approved and other known revenues, and the percentage funded at the start of each of the next five budget years are:

Year	Required Funding	Projected Fund Bal.	% Funded
2021	\$ 10,114,199	\$ 9,260,113	91.6%
2022	10,754,748	9,651,466	89.7%
2023	9,730,763	8,428,740	86.6%
2024	10,657,412	9,114,261	85.5%
2025	9,939,695	8,158,062	82.1%

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 1.00% per year, and the assumed

long-term inflation rate to be applied to major component repair and replacement costs was 3.00% per year.

**Golden Rain Foundation
2020 Operating Budget
Summarized by Function**

	Wages & Benefits	Other Net Costs	Total 2020	Total 2019	Change	Per Unit Per Month 2020	2019
Administration	\$3,497,513	\$2,243,674	\$5,741,187	\$5,679,222	\$61,965	\$72.41	\$71.62
Security & Transportation	2,217,985	228,237	\$2,446,222	2,373,511	72,711	30.85	\$29.93
Recreation Services	934,772	2,324,039	\$3,258,811	3,275,642	(16,831)	41.10	\$41.31
Physical Property	3,904,437	550,788	4,455,225	4,475,458	(20,233)	56.18	\$56.44
Reserve Contributions	0	1,300,000	1,300,000	1,250,000	50,000	16.39	15.76
Gross Trust Administration	\$10,554,707	\$6,646,738	\$17,201,445	\$17,053,833	\$147,612	\$216.93	\$215.06
Less Rentals & Other Cost Recoveries			(4,267,580)	(4,509,013)	241,433	(53.82)	(56.86)
Net Trust Administration Cost (Regular Assessment)			<u>\$12,933,865</u>	<u>\$12,544,820</u>	<u>\$389,045</u>	<u>\$163.11</u>	<u>\$158.20</u>

Summary of 2020 Reserve and Capital Funds

Reserve funds are monies that the GRF has collected to defray future maintenance and replacement of major components/assets that GRF is required to maintain in accordance with California Civil Codes. Use and expenditure of reserve funds are governed by Policy 40-5520-1. The Reserve Fund is funded by contributions collected through monthly assessments and from a percentage of the Facilities and Amenities Fee and Lessee Annual Amenities Fee (Mutual Seventeen only) in accordance with Policy 40-5061-2. Additional funding of the Reserve Fund may result through surplus operational funds from the preceding fiscal year in accordance with Policy 40-5528-1 and in accordance with the Civil Code.

The current deficit in reserve funding is equivalent to \$95 per unit. GRF has no outstanding loans.

Major Component	Est. Useful Life		2020 Est. Remaining Life		Estimated Replacement Cost in 2020	01/01/2020 Current Fund Balance	01/01/2020 Fully Funded Balance	% Funded
	Min	Max	Min	Max				
Admin Building	4	30	0	24	695,750	337,185	359,852	
Amphitheater	4	30	0	27	1,556,750	754,456	805,174	
Clubhouses	5	40	0	29	4,464,200	2,163,509	2,308,951	
Infrastructure	0	40	0	30	10,403,750	5,042,025	5,380,976	
Library	4	40	1	17	227,950	110,473	117,899	
Maint. Yard	10	50	0	26	813,950	394,469	420,987	
Pool & Golf	1	30	0	12	779,850	377,943	403,350	
Resales	4	40	2	20	65,700	31,841	33,981	
Security Office	5	40	0	18	205,850	99,762	106,469	
Total					19,213,750	9,311,663	9,937,639	93.7%

Capital expenditures are defined as the new purchase (not replacement) of equipment and/or assets upon Trust property or used in the maintenance of Trust property or in the performance of GRF duties under the management agreement with the Mutual Corporations. The Capital Fund and its related expenditures are NOT part of the operational budget. The Capital Fund is funded from a percentage of the Facilities and Amenities Fee and Lessee Annual Amenities Fee (Mutual Seventeen only) in accordance with Policy 40-5061-2. New equipment and/or assets completed and acquired in the current budget year will be placed as a reserve item in subsequent years so that proper funding will be available when these items are ready for replacement. The anticipated value of the Capital fund at the beginning of this budget year is \$2,188,450.

A complete copy of the budget is available from the Accounting Office.

The following information (notice of insurance coverage, billing and collection procedures, assessments and foreclosure, payments, meetings and payment plans, information re CA Civil Code Sections 5920 and 5965, internal dispute resolution procedures, alternative dispute resolution, right to receive copies of minutes, and procedures for remodeling) is distributed to members of the Golden Rain Foundation and shareholders/homeowners of the Mutual Corporations. Throughout these notices, there are references to an “association.” The Golden Rain Foundation has been determined to be an association by the courts of this state.

NOTICE OF INSURANCE COVERAGE FOR THE MUTUAL CORPORATIONS AND THE GOLDEN RAIN FOUNDATION

This summary of the policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual insurance policies. Any association member may, upon written request and provision of reasonable notice, review the association’s insurance policies and, upon written request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the insurance policies specified in this summary, the association’s insurance policies may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult their individual insurance broker or agent for appropriate additional coverage.

Insurer	Coverage	Limit	Deductible
Philadelphia Ins. Co.	Property	\$ 200,000,000	\$50,000
Chubb	Boiler & Machinery	\$ 100,000,000	\$ 1,000
Philadelphia Ins. Co.	Auto Liability	\$ 1,000,000	\$ 1,000
Philadelphia Ins. Co.	General Liability	\$ 2,000,000	\$10,000
Great American Ins.	Umbrella Liability	\$ 30,000,000	N/A
Chubb	Excess Umbrella	\$ 10,000,000	N/A
Great American Ins.	Pollution Legal Liability	\$ 5,000,000	\$25,000
Chubb	Crime	\$ 1,500,000	\$10,000
Chubb	Fiduciary	\$ 3,000,000	N/A
Chubb	Kidnap/Ransom/Extortion	\$ 1,500,000	N/A
Chubb	Workplace Violence	\$ 1,000,000	N/A
RSUI	Dir. & Officers (Mutuals)	\$ 5,000,000	\$50,000
AWAC/ARGO	Excess Dir. & Officers (Mutuals)	\$ 5,000,000	N/A
NAS/Lloyd’s of London	Cyber (Mutuals)	\$ 2,000,000	\$5,000
NAS/Lloyd’s of London	Cyber (GRF)	\$ 2,000,000	\$5,000
RSUI	Dir. & Officers (GRF)	\$ 5,000,000	\$100,000
AWAC/ARGO	Excess Dir. & Officers (GRF)	\$ 5,000,000	N/A
STARR	Errors & Omissions	\$ 2,000,000	\$50,000

The above insurance policies were in effect at the time the budget was prepared. The effective date of these policies is December 1st. We anticipate that the above policies may be renewed with some changes in limits and deductibles. In the event that any of the above policies are cancelled and not immediately replaced, or if there is a material change in coverage or deductible, you will be notified of that change or cancellation.

The coverage provided by these policies exceeds the levels required by law. Claims in excess of this coverage will not result in any direct individual liability by any member. However, there could be a

proportionate assessment levied to pay the amount of any judgment in excess of the corporate coverage limits. Earthquake insurance is not provided due to cost and coverage prohibitions.

The property and general liability insurance policies provide coverage for the Golden Rain Foundation and Mutual Corporations. The Directors and Officers Liability policies provide separate coverage for the Mutual Corporations and the Golden Rain Foundation.

(Remove, read and save these eight pages and the accompanying Mutual budget)

ANNUAL POLICY STATEMENT² (*Civil Code Section 5310*)

1. CONTACT PERSON. The name and address of the person designated to receive official communications to GRF and the Mutual Corporations, pursuant to Civil Code Section 4035 shall be:

**Golden Rain Foundation
P.O. Box 2069
Seal Beach, CA 90740
Attn: President, Golden Rain Foundation**

2. MULTIPLE ADDRESSES. Members may submit a written request to GRF's Contact Person identified in Section 1 above to add or remove a second address for delivery of the following notices according to subdivision (b) of Section 4040 of the Civil Code:
 - a. Annual Budget Report and Annual Policy Statement, as well as the Year-End Report (Article 7 of the Civil Code, commencing with Section 5300 of Chapter 6);
 - b. Notices regarding assessment payments and delinquencies (Article 2 of the Civil Code, commencing with Section 5650 of Chapter 8); and
 - c. Notices regarding a trustee's sale pursuant to Civil Code Section 5710.
3. NOTICE LOCATION. The location designated for posting of a general notice for the Golden Rain Foundation, pursuant to paragraph (3) of subdivision (a) of Section 4045 of the Civil Code shall be:

LW Weekly

General notices for the Mutual Corporations are posted in the laundry rooms.

4. NOTICE BY INDIVIDUAL DELIVERY. A member may submit a written request to the Association Contact Person to receive general notices by individual delivery, pursuant to subdivision (b) of Section 4045 of the Civil Code.

² This summary includes a general description of the content of the report. Members may request a complete copy of the report at no cost to the member by submitting a written request to Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740.

5. RIGHT TO RECEIVE COPIES OF MINUTES. Members have the right to obtain copies of board meeting minutes, pursuant to subdivision (b) of Section 4950 of the Civil Code, by contacting GRF's Contact Person and/or stopping by the GRF Administration offices during posted business hours. The minutes of each Golden Rain Foundation Board meeting are *posted on GRF's website* (www.lwsb.com). Minutes of each Mutual's regular meeting of the Board of Directors are circulated to each building and posted in the laundry rooms of your Mutual. Copies of all minutes (except minutes of meetings in executive session), proposed minutes or summary minutes, as well as agendas for all open or executive session meetings can be obtained for a nominal fee from the Accounting Department in the Administration building.
6. RULES ENFORCEMENT POLICY: (pursuant to Section 5850 of the Civic Code)
 - a. If an association adopts or has adopted a policy imposing any monetary penalty, including any fee, on any association member for a violation of the governing documents, including any monetary penalty relating to the activities of a guest or tenant of the member, the board shall adopt and distribute to each member, in the annual policy statement prepared pursuant to Section 5310, a schedule of the monetary penalties that may be assessed for those violations, which shall be in accordance with authorization for member discipline contained in the governing documents.
 - b. Any new or revised monetary penalty that is adopted after complying with subdivision (a) may be included in a supplement that is delivered to the members individually, pursuant to Section 4040.
 - c. A monetary penalty for a violation of the governing documents shall not exceed the monetary penalty stated in the schedule of monetary penalties or supplement that is in effect at the time of the violation.
 - d. An association shall provide a copy of the most recently distributed schedule of monetary penalties, along with any applicable supplements to that schedule, to any member upon request.
7. FINE SCHEDULE: A schedule for fines relating to parking rule violations is included in Policy 80-1927-2. Pursuant to Civil Code Section 5850, additional documents will be distributed if and when other fine schedules may be prepared and duly adopted by the Board.
8. PROCEDURES FOR REMODELING: The following is a summary of requirements for GRF approval of a physical change to property, pursuant to Section 4765 of the Civil Code:

Mutual residents are permitted to remodel their apartment within the parameters of their Occupancy Agreement and applicable Mutual policy. Remodeling common areas or apartments is permitted only with respective Mutual Board approval. Plans for remodeling and selected contractor names must be submitted to, and approved by, the respective Mutual Board of Directors prior to commencement of work.

BILLING AND COLLECTION PROCEDURES FOR THE MUTUAL CORPORATIONS OF SEAL BEACH LEISURE WORLD

Prompt payment of your Regular Assessment and Property tax is essential to the financial health of your Mutual, and enhances the value of your ownership in the corporation. In addition to the monthly regular assessment, you may have other charges, i.e. cable service or Service Repair Orders, charged to your account. Upon rare occasions, a special assessment may be levied by your Mutual. Your respective Board of Directors takes seriously its obligation to enforce the collection procedures set forth below. The presentation of this procedure is intended to fulfill your Board of Director's obligation to notify you under Section 5310(a)(7) of the California Civil Code.

1. It is your responsibility to pay your monthly payment (consisting of the regular assessment, property tax, special assessment(s) and voluntary charges) on or before the due date. The due date is the first of the month, unless otherwise stated on the payment coupon.
2. If a payment is not made within the Mutual's grace period (15 days past the due date) or paid short of the total amount due, the account will be deemed delinquent and a late charge will be assessed. The late charge varies by Mutual and by the date of the Occupancy Agreement. It can range from a low of \$2.00 to a high of \$10.00 or 10% of the delinquent balance, whichever is greater. The late charge will be assessed for each monthly payment, or portion thereof, that is (are) delinquent. If your Occupancy Agreement specifies a lower late fee, the lower fee will apply.
3. The first past due notice will be mailed 30 days after the due date of the unpaid and now delinquent payment. After 30 days, the past due amount will be charged an interest rate not to exceed 12% per annum on the total amount due. Late charges and collection costs are added to the delinquent monthly payment (consisting of the regular assessment, property tax, special assessment(s) and voluntary charges), and become part of the total amount due.
4. Partial payments of amounts due will be applied in the following order: property taxes, special assessments and regular assessments, voluntary charges, late charges, collection costs and interest. Collection costs will include attorney fees. Any unpaid amounts will be charged the late charge and will accrue interest.
5. Amounts due are your personal obligations and are liens against your unit. All late charges, interest, attorney's fees, and collection costs incurred by the Association will be added to the Owner's account and will become the liability of the Owner.
6. A second past due notice will be sent 60 days after the initial due date of the delinquent payment. The Mutual CFO receives a list of delinquent accounts on a monthly basis.
7. Formal collection procedures will begin upon the request of your Mutual Board of Directors, which may include eviction and forced sale of your share of stock.
8. The Mutual Board of Directors may, at any time, authorize legal action, regardless of the delinquent amount.
9. When the Board is to meet to consider or impose a monetary charge as a means of reimbursing GRF for costs incurred in the repair of damage to Common Area and facilities caused by a member or the member's guest or tenant, the Board shall notify the member in writing, by either personal delivery or individual delivery pursuant to Section 4040, at least ten (10) days prior to the meeting. (Civil Code Section 5855(a).) The notification shall contain, at a minimum, the date, time, and place of the meeting,

the nature of the damage to the Common Area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the Board at the meeting. (Civil Code Section 5855(b).) The Board shall meet in executive session if requested by the member. (Civil Code Section 5855(b).)

10. The physical address for making payments is the Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, CA 90740. The mailing address is the Golden Rain Foundation, P.O. Box 2069, Seal Beach, CA 90740. The Golden Rain Foundation is the trustee and/or managing agent for the Mutual Corporations.

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The mailing address for overnight payments is the following: (Section 5655 of the Civil Code)

Seal Beach Mutual {your Mutual Number}
P.O. Box 51996
Los Angeles, CA 90051-6296

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

**INFORMATION REGARDING CALIFORNIA CIVIL CODE SECTIONS 5920 and 5965
CONCERNING INTERNAL DISPUTE RESOLUTION PROCEDURE
AND ALTERNATIVE DISPUTE RESOLUTION**

California Civil Code Section 5965 requires that the association furnish you with the following information concerning the provisions of the code section related to Alternative Dispute Resolution (ADR). Civil Code Section 5920 requires that you be notified concerning Internal Dispute Resolution Procedure (IDR) and that we furnish you with the following information concerning the provisions of the Code Section, usually at the time that the budget is delivered or some other convenient time as specified by the Civil Code. The provisions, in summary form, are as follows:

INTERNAL DISPUTE RESOLUTION PROCEDURE

1. The Internal Dispute Resolution Procedure (IDR) is set forth commencing with Civil Code Section 5915 and requires the association to provide an expeditious procedure for the determination of disputes between the association and any resident. The sections therein require the following: (a) any party may submit a written request to "meet and confer" in an effort to resolve the dispute, (b) a member of an association may refuse a request to meet and confer; the association may not refuse a request to meet and confer, (c) the board shall designate a member of the board to meet and confer, (d) the parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute, and (e) a resolution of the dispute agreed to by the parties shall be put in writing and signed by the parties, including the board designee on behalf of the association.
2. An agreement reached under this procedure binds the parties and is judicially enforceable if both of the following conditions are satisfied: a) The agreement is not in conflict with law or the governing documents of the common interest development or the association, and b) the agreement is consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors. A member of the association may not be charged a fee to participate in the process.
3. As required by Civil Code Section 5920, Mutuals that have adopted their own IDR process pursuant to California Civil Code Section 5910 shall include a description of said IDR process in their individual budget reports.

ALTERNATIVE DISPUTE RESOLUTION

1. Prior to filing a civil action either by Golden Rain Foundation, a Mutual or by an owner of a Mutual share, which action is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure, Civil Code Section 5930 requires that the parties shall endeavor to submit their dispute to Alternative Dispute Resolution (ADR), such as mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. This section does not apply to a small claims action or, except as otherwise provided by law, to an assessment dispute.
2. The form of alternative dispute resolution may be binding or non-binding at the option of the parties. Any party to such dispute may initiate the process by serving upon all other parties to the dispute a "REQUEST FOR RESOLUTION." The Request for Resolution shall include all of the following: (a)

A brief description of the dispute between the parties; (b) A Request for Alternative Dispute Resolution; (c) A notice that the party receiving the Request for Resolution is required to respond thereto within thirty (30) days of receipt or the request will be deemed rejected; and (d) If the party on whom the request is served is the owner of a separate interest, a copy of Civil Code 5925 et seq. shall be provided.

3. The service of the Request for Resolution shall be either by personal delivery, first class mail, express mail, facsimile transmission or other means reasonably calculated to provide actual notice to the party on whom the request is served.
4. The party receiving the Request for Resolution shall have thirty (30) days to accept or reject the request. In the event no such response is received, the Request is deemed "rejected."
5. If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within ninety (90) days after receipt of the acceptance by the party initiating the request, unless this period is extended by written stipulation signed by both parties.
6. The costs of the alternative dispute resolution shall be borne by the parties.
7. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action (as defined by Civil Code §5925(b)) the time limitation is tolled during the following periods: (a) The period provided in Section 5935 for response to a Request for Resolution, (b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated by the parties pursuant to Section 5940.
8. At the time of commencement of an enforcement action (as defined in Civil Code §5925(b)), the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) Alternative dispute resolution has been completed in compliance with this article; (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution; (3) Preliminary or temporary injunctive relief is necessary.

Failure to file a certificate pursuant to Civil Code §5950 is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

9. After an enforcement action (as defined in Civil Code §5925) is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code. The costs of the alternative dispute resolution shall be borne by the parties.
10. In an enforcement action (as defined by Civil Code 5925(b)) in which fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.
11. Except on agreement by the parties to the contrary, anything said or admissions made in the course of alternative dispute resolution shall not be admissible into evidence in a trial. Documents prepared in preparation for or during the course of alternative dispute resolution shall not be admissible into evidence and disclosure of those documents may not be compelled in a civil action.
12. Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND 40-5115-3, FINANCE COMMITTEE CHARTER, 40-2115-1, COPY AND SUPPLY CENTER SERVICES AND 40-2115-2, COPY AND SUPPLY CENTER, FEES
DATE: OCTOBER 15, 2019
CC: FILE

At its meeting on October 14, 2019, the Finance Committee recommended the GRF Board of Directors amend 40-5115-3, Finance Committee Charter, 40-2115-1, Copy and Supply Center Services and 40-2115-2, Copy and Supply Center, Fees. The Copy and Supply Center has a key function as a supply distribution location; therefore, the general oversight of the department should fall under the supervision of the Finance Department.

I move to amend 40-5115-3, Finance Committee Charter, including the Copy and Supply Center cost center (544) under the oversight of the Finance Department; amend 40-2115-1, Copy and Supply Center Services, reflecting the oversight of the Finance Department, refining the document's language, and specifying restricted materials; and amend 40-2115-2, Copy and Supply Center, Fees, to reflect the oversight of the Finance Department.



FINANCE

Committee Charter AMEND

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 Finance Committee (FC) and grants to the Committee authority specifically stated within the GRF governing documents.

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:

- 1.1. Increase organizational effectiveness and efficiency
- 1.2. Protect, 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:

- 4.1. Publish an agenda four (4) days in advance of the Committee meeting;
- 4.2. Elect a Vice-Chair at the first meeting;
- 4.3. Review monthly staff report formats to be included in the monthly agenda;
- 4.4. Meet with the Finance Department (FD) staff at least monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- 4.5. 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);
- 4.6. Review on a monthly basis all financial information as required under applicable sections of the Civil code. Such review shall include but not be limited to:
 - 4.6.1. Current reconciliation of operating accounts.
 - 4.6.2. Current reconciliation of reserve accounts.
 - 4.6.3. Actual operating revenues and expenses compared to current year's



FINANCE

Committee Charter AMEND

budget.

4.6.4. Accounts statements prepared by the financial institutions where the association has its operating and reserve accounts.

4.6.5. Income and expense statement for the association's operating and reserve accounts.

4.6.6. Check register, monthly general ledger and delinquent assessment receivable reports.

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

4.7.1. Originate, research, evaluate and develop plans, ideas and programs pertinent to FD;

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

4.9. Keep the Board regularly informed of existing or prospective needs or procedures affecting finance;

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

4.11. Review the draft consolidated budget and make recommendations to the BOD;

4.12. Make recommendations to the BOD concerning the master insurance policy;

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

4.14. Recommend an auditing firm to the BOD for approval;

4.15. Assist the BOD in understanding the compliance with any contracts relating to Finance.

4.16. Provide an initial approval of the annual budget for cost centers 431 (Finance), 432 (Purchasing), 439 (Resales Office), 460 (Health Care Center), and 465 (Reserve Funding), and 544 (Copy and Supply Center); including Capital requests and upcoming Reserve replacements;

4.17. Review monthly budget comparisons for cost centers 431(Finance), 432 (Purchasing), 439 (Resales Office), 460 (Health Care Center), and 465 (Reserve Funding) and 544 (Copy and Supply Center);

4.18. Review the annual audit and draft financial statement and make recommendations to the BOD;

4.19. Review policies for cost centers 431(Finance), 432 (Purchasing), 439 (Resales Office), 460 (Health Care Center, and 465 (Reserve Funding) and 544 (Copy and Supply Center) yearly and send recommended changes to the BOD for



FINANCE

Committee Charter AMEND

approval; and

4.20. Furnish a report at the GRF Annual meeting.

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.

Document History

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
Amended:	23 Jul 19	Amended:	9 Sep 16		

Keywords:



STOCK TRANSFER FINANCE

Copy and Supply Center Services AMEND

Photocopying and other business services are available in the Distribution Office for Foundation members and Mutual corporations during operating hours. The photocopying of materials is at owner's risk.

1. RESTRICTIONS

1.1. Copyrighted materials are not permitted.

~~The photocopying of books is not permitted. The photocopying of copyrighted material is not permitted. Examples of copyrighted material include: books, maps, newspapers, magazines, copyrighted photos, sheet music, stamps.~~

1.2 Additional restricted materials

~~Examples: GRF ID cards, GRF passes, passes, Mutual or GRF certificates, money and stocks.~~

~~The photocopying of materials is at owner's risk.~~

1.2. FEES FOR SERVICE

2.1 See attached list of prices, 40-2115-A-244.

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

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

2.3. MUTUAL CORPORATION COPY SERVICE

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

~~The Finance Department will bill the Mutuals quarterly.~~



STOCK TRANSFER FINANCE

Copy and Supply Center Services AMEND

Document History

Adopted:	19 Dec 14	Amended:	27 Oct 15	Amended:	14 Feb 17
Amended:	22 May 18	Amended:	25 Sept 18	Amended:	23 Jul 19

Keywords: Copy Center Supply Center

WELCOME TO THE GRF COPY & SUPPLY BUSINESS CENTER

562-431-6586 ext. 345



Copy and Supply Center Fees

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

<u>Type of Copies</u>	<u>Type of Paper</u>	<u>Cost</u>
Black & White	white, 8 ½ x 11, 8 ½ x 14, or 11 x 17	\$0.08 per page
Color	colored paper - in stock, limited variety	\$0.13 per page
	white, 8 ½ x 11 or 8 ½ x 14 only	\$0.13 per page
<u>Other Services</u>		<u>Cost</u>
Booklets are maximum 35 sheets of paper to produce 140 page booklet		\$ 5.00 per booklet
Booklet white, 8 ½ x 11, folded, stapled, 4 images per page, max 140 pages		\$ 6.00 per booklet
Booklet white, 8 ½ x 14, folded, stapled, 4 images per page, max 140 pages		\$ 7.00 per booklet
Booklet white, 11 x 17, folded, stapled, 4 images per page, max 140 pages		\$ 0.50 per sheet
Brochure white 8 ½ x 11, tri-fold		\$ 0.02 per copy set
Stapled Copies		\$ 2.00 for up to 250 copies
Folding letters		\$ 3.00 for up to 500 copies
Notary Service: By Appointment (effective June 1, 2018) 562-431-6586 ext. 345		\$15.00 per signature
<u>Passport Photos</u>	<u>2 Photos @ \$ 10.00</u>	

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

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

Fees must be paid at the time of pick up.

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

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Foundation Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: AMEND POLICY 3324-31, PURCHASING FEES
DATE: OCTOBER 15, 2019

At its meeting on October 14, 2019, the Finance Committee recommended the GRF Board of Directors amend 40-3324-2, Purchasing Fees.

I move to amend 40-3324-2, Purchasing Fees, to reflect a change in the terms of the 5% transaction processing fee and applicable tax (from the Purchasing Department, to GRF).

PURCHASING**Purchasing Fees** **AMEND**

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All purchase of materials and supplies made through the ~~GRF~~ Purchasing Department will be subject to a 5% transaction processing fee and applicable tax.

Document History

Adopted:	23 Sep 14	Amended:	28 Feb 17	Amended:	17 May 18
Amended:	29 Jan 19	Amended:	23 Jul 19		

Keywords:

6



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: EXCLUSIVE USE OF TRUST PROPERTY LEASE AGREEMENTS
DATE: OCTOBER 16, 2019
CC: FILE

The Recreation Committee, in accordance with 70-5135-3, Recreation Committee Charter, is charged with the duty to oversee the recreational facilities and provide opportunities for the general enjoyment of the community.

At the October 7, 2019 meeting of the Recreation Committee, the Committee reviewed the exclusive use of Trust property by the following:

- Friends of the Library – Library Complex, 1250 sq. ft.
- Golden Age Foundation – CH6, 790 sq. ft.
- Radio Club - Upper Amphitheater, 164 sq. ft.
- RV Club - RV Lot, 200 sq. ft.

As the annual leases on the above Organizations and Clubs will be expiring on December 31, 2019, the Recreation Committee reviewed and recommended to the Finance Committee, the continuance of exclusive use of Trust Property for 2020, for the noted Organizations/Clubs.

At its October 14, 2019 meeting, the Finance Committee recommended the GRF Board of Directors approve the lease agreements, for the exclusive use of Trust Property, for the term of January 1, 2020 to December 31, 2020.

I move to approve the following lease agreements, for the term of January 1, 2020 to December 31, 2020, for the exclusive use of Trust Property:

- Friends of the Library – Library Complex, 1250 sq. ft.
- Golden Age Foundation – CH6, 790 sq. ft.
- Radio Club - Upper Amphitheater, 164 sq. ft.
- RV Club - RV Lot, 200 sq. ft.

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

No. _____

This lease agreement is made on January 1st, 2020 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and Friends of the Leisure World Library, a California non-profit public benefit corporation (hereinafter referred to as "**FRIENDS**") who agrees as follows:

1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of a 1,150 square feet building, located at 2300 North Gate Road (hereinafter the "Premises").
- b. **FRIENDS** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **FRIENDS** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2020 and shall expire December 31st, 2020. GRF and/or **FRIENDS** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

FRIENDS shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

4. USAGE

FRIENDS wishes to lease this space for the purposes of operating the **FRIENDS'** Bookstore and reading room; provide volunteers to: staff **FRIENDS'** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **FRIENDS**; engage in activities which further the purposes of the **FRIENDS**; and to further the benefits to the shareholder/members.

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

- a. **FRIENDS** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

- b. **FRIENDS** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. **FRIENDS** shall comply with the **FRIENDS'** Bylaws attached to this Agreement and shall include a resolution from the **FRIENDS'** Board of Directors to enter this agreement.
- d. **FRIENDS** shall comply with all of the regulations and rules of **FRIENDS'** use of the Premises including, without limitation, the obligation, at **FRIENDS'** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **FRIENDS** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **FRIENDS** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **FRIENDS's** personal property and equipment stored at the Premises.
- g. **FRIENDS** shall procure any and all permits required by law to operate the business of **FRIENDS** at the Premises.

5. DISCLAIMER

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

6. MAINTENANCE

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

- a. **FRIENDS** shall be liable for any damage to the Premises resulting from the acts or omissions of **FRIENDS**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **FRIENDS** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **FRIENDS** to remove any alteration that **FRIENDS** has made to the Premises. If GRF so elects, **FRIENDS** at its cost, shall restore the Premises to the original condition.
- c. If **FRIENDS** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

days after the GRF Representative (Recreation Manager) has received written notice from **FRIENDS** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

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

8. INDEMNITY & INSURANCE

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

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

9. ASSIGNMENT

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

Any dissolution, merger or consolidation of **FRIENDS** shall be deemed an involuntary assignment and shall constitute a default of **FRIENDS**. GRF shall have the right to

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

terminate this Agreement, in which case the lease shall not be treated as an asset of **FRIENDS**.

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

10. DEFAULT

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

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

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

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

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

11. RIGHT OF ENTRY

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

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

12. NOTICE

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

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

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

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **FRIENDS** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **FRIENDS** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **FRIENDS**.

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

14. ATTORNEY'S FEES

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

15. MISCELLANEOUS

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

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

FRIENDS OF THE LW LIBRARY

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. FRIENDS Bylaws
2. FRIENDS Resolution

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

No. _____

This lease agreement is made on January 1st, 2020 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Golden Age Foundation, a 501 (c) 3 philanthropic organization (hereinafter referred to as "**GOLDEN AGE**") who agrees as follows:

1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of room 1A & 1B in Clubhouse Six (6) building of 790 square feet, located at 1661 Golden Rain Road, Building E (hereinafter the "Premises").
- b. **GOLDEN AGE** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **GOLDEN AGE** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2020 and shall expire December 31st, 2020. GRF and/or **GOLDEN AGE** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

GOLDEN AGE shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

4. USAGE

GOLDEN AGE wishes to lease this space for the purposes to provide volunteers to: staff **GOLDEN AGE's** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **GOLDEN AGE**; engage in activities which further the purposes of the **GOLDEN AGE**; and to further the benefits to the shareholder/members.

GOLDEN AGE's use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **GOLDEN AGE** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

- b. **GOLDEN AGE** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. **GOLDEN AGE** shall comply with the **GOLDEN AGE's** Bylaws attached to this Agreement and shall include a resolution from the **GOLDEN AGE's** Board of Directors to enter this agreement.
- d. **GOLDEN AGE** shall comply with all of the regulations and rules of **GOLDEN AGE's** use of the Premises including, without limitation, the obligation, at **GOLDEN AGE's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **GOLDEN AGE** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **GOLDEN AGE** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **GOLDEN AGE's** personal property and equipment stored at the Premises.
- g. **GOLDEN AGE** shall procure any and all permits required by law to operate the business of **GOLDEN AGE** at the Premises.

5. DISCLAIMER

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

6. MAINTENANCE

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

- a. **GOLDEN AGE** shall be liable for any damage to the Premises resulting from the acts or omissions of **GOLDEN AGE**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **GOLDEN AGE** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **GOLDEN AGE** to remove any alteration that **GOLDEN AGE** has made to the Premises. If GRF so elects, **GOLDEN AGE** at its cost, shall restore the Premises to the original condition.

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

- c. If **GOLDEN AGE** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from **GOLDEN AGE** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

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

8. INDEMNITY & INSURANCE

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

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

9. ASSIGNMENT

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

Any dissolution, merger or consolidation of **GOLDEN AGE** shall be deemed an involuntary assignment and shall constitute a default of **GOLDEN AGE**. GRF shall have

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **GOLDEN AGE**.

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

10. DEFAULT

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

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

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

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

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

11. RIGHT OF ENTRY

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

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

12. NOTICE

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

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

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

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **GOLDEN AGE** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **GOLDEN AGE** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **GOLDEN AGE**.

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

14. ATTORNEY'S FEES

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

15. MISCELLANEOUS

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

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

GOLDEN AGE FOUNDATION

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. GOLDEN AGE Bylaws
2. GOLDEN AGE Resolution

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

No. _____

This lease agreement is made on January 1st, 2020 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Leisure World Radio CLUB (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES

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

- a. GRF is the owner of the Premises which consists of room D in the Amphitheater, consisting of 164 square feet, located at 13521 St. Andrews Drive (hereinafter the "Premises").
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2020 and shall expire December 31st, 2020. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

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

4. USAGE

CLUB wishes to lease this space for the purposes to provide volunteers to: staff **CLUB**'s activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB's use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB**'s Bylaws attached to this Agreement and shall include a resolution from the **CLUB**'s Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB**'s use of the Premises including, without limitation, the obligation, at **CLUB**'s cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB**'s personal property and equipment stored at the Premises.

5. DISCLAIMER

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

6. MAINTENANCE

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

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.
- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

CLUB stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

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

8. INDEMNITY & INSURANCE

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

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

9. ASSIGNMENT

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

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

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

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

10. DEFAULT

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

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

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

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

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

11. RIGHT OF ENTRY

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

12. NOTICE

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

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

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

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **CLUB**.

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

14. ATTORNEY'S FEES

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

15. MISCELLANEOUS

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

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

LW RADIO CLUB

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

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

I. OPENING CLAUSES

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

- a) GRF is the owner (in Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. CLUB is willing to lease one (1) assigned stall within premises pursuant to the provisions stated in this Lease (referred to herein as the "premises" unless the context indicates otherwise).
- b) CLUB wishes to lease a nominal portion (one (1) assigned stall) as identified within and per terms and conditions of this agreement for the sole purpose of storage of the CLUBS general use supply trailer (events, cooking and camping supply trailer).
- c) GRF and CLUB have examined the portion of Trust property assigned to this agreement and are fully informed of its condition.

II. PREMISES

GRF leases to CLUB and CLUB leases from GRF a portion of Trust property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California, identified as stall L25.

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

III. TERM

The term of this Lease shall be one (1) year commencing January 1, 2020 and ending December 31, 2020, or sooner, as provided in this Lease Agreement.

IV. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a) CLUB shall pay to GRF a minimum annual payment, without deductions, set off, prior notice or demand, the sum of:
 - i. One-dollar (\$1.00), payable ten (10) days after this lease is signed and the club is invoiced for stall Number L25 for the sole use of the CLUB's general use supply trailer (events, cooking and camping supply trailer).
- b) All payments shall be paid to GRF at the address to which notices to GRF are given.
- c) GRF will pay all real property taxes and general and special assessments levied and

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

assessed on the portion of the premises documented in Section I, Item (b) above.

- i. In the event the County of Orange or the State of California increases the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section I, Item (b), that amount will be paid by GRF and the annual payment for the subsequent year will increase by the amount equal to the increase or assessment.

V. LIMITATIONS ON USE

- a) CLUB shall use the assigned stall. No other uses may be made of these premises without the prior written consent of GRF.
 - i. Stall Number L25, storage of Clubs general use trailer (events, cooking and camping supply trailer).
- b) CLUB's use of the premises as provided in this Lease shall be in accordance with the following:
 - i. CLUB shall not do, bring or keep anything in or about the premises that will result in the violation of any law and/or cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
 - ii. CLUB shall comply with all of the laws/policies concerning the premises or CLUB's use of the premises, including with limitation, the obligation at Club to be compliant with all established GRF policies.
 - iii. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste in the area assigned to the CLUB, the parties hereby agree to cancel this Lease Agreement without any cancellation notice required. Further, the CLUB will be solely responsible for the removal of all CLUB's property and any and all fees related to clean up and/or remediation of hazardous materials
 - iv. CLUB shall not use the premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent property. CLUB shall at all times during the terms of this Lease and at its own cost and expense, repair replace and maintain in a good, safe and substantial condition the assigned portion of Trust property and amenities within the assigned area and any improvements thereon and shall use all reasonable precaution to prevent waste, damage or injury to the assigned Trust property.
 - v. Any CLUB trailers must have GRF required stickers, per policy, to show proof of registration of the vehicles/trailers using the assigned proportion of Trust property. Club must show proof of a valid driver's license, liability insurance and vehicle registration.

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

- vi. CLUB shall keep the assigned stall clean and free of clutter always. All materials must be stored within the assigned area. All trash is to be placed in trash containers. No debris shall be tossed or left on the ground.
- vii. No hazardous materials are to be maintained, stored or disposed of in the assigned area.
- viii. Club and its members shall not conduct commercial enterprise on the premises.
- ix. CLUB may adopt rules for the assigned stall, but such rules must be consistent with and must not contradict this agreement. All rules and any changes must be on file in the Recreation Department.
- x. No sleeping, living or cooking in the assigned stall at any time.
- xi. Only members of GRF can be CLUB members, per Recreation policy.

VI. MAINTENANCE

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

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

VII. MECHANIC'S LIENS

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

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 which provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

VIII. UTILITIES AND SERVICES

- a) No utilities are provided (Water, Electricity, Gas, Telephone, etc.)

IX. INDEMNITY AND EXCULPATION, INSURANCE

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

X. ASSIGNMENT

- a) CLUB shall not voluntarily assign or encumber its interest in this Lease or in the assigned area, or sublease all or part of the assigned area, or allow any person or entity to occupy or use all or any part of the assigned area, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- b) Any dissolution, merger, consolidation or other reorganization of CLUB, or the sale or any other transfer of the controlling percentage of the capital stock of CLUB, or the sale of fifty-one percent (51%) of the value of the assets of CLUB, shall be deemed an involuntary assignment and shall constitute a default by CLUB and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of CLUB.

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

- c) No interest of CLUB in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - i. If CLUB is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which CLUB is the bankrupt.
 - ii. If a writ of attachment or execution is levied on this lease.
 - iii. If, in any proceeding or action in which CLUB is a party, a Receiver is appointed with authority to take possession of the property.
- d) An involuntary assignment shall constitute a default by CLUB and GRF shall have the right to elect to terminate this lease, in which case the Lease shall not be treated as an asset of CLUB.
- e) CLUB understands and agrees that this lease does not convey any interest in the assigned area itself, and the CLUB hereby waives any and all notices to quit and agrees to surrender the space at the expiration or termination of this lease, without any notice whatsoever. To the maximum extent permitted by law, Club waives the benefit of all stay or execution laws, including those in connection with bankruptcy or insolvency.

XI. DEFAULT

- a) The occurrence of any of the following shall constitute a default by CLUB:
 - i. Failure to pay monies when due;
 - ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to CLUB. If a default cannot reasonably be cured within thirty (30) days, CLUB shall not be in default of this Lease if CLUB commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
 - iii. If CLUB assigns or attempts to assign or transfer its interests as prohibited under Article X of this Lease Agreement.
- b) In the event of default as set forth in subparagraph (a) of this Section, GRF shall have the right to cancel and terminate this Lease Agreement, as well as all of the rights, title, and interest of CLUB under this Lease Agreement, by giving to CLUB not less than thirty (30) days' notice of the cancellation and termination of this Lease Agreement.
- c) GRF shall have the following remedies if CLUB commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

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

XII. RIGHT OF ENTRY

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

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

XIII. NOTICE

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

XIV. WAIVER

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

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

XV. ATTORNEYS' FEES

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

XVI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

LEASE AGREEMENT GRF AND LEISURE WORLD TRAILER CLUB

GOLDEN RAIN FOUNDATION

By: _____
GRF President

Date: _____

LESSEE

By: _____

Date: _____

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: RESCIND 50-1801-1, USE OF COMMUNITY FACILITIES
DATE: OCTOBER 15, 2019
CC: FILE

At its meeting on October 14, 2019, the Mutual Administration Committee recommended the GRF Board of Directors rescind 50-1801-1, Use of Community Facilities.

I move to rescind 50-1801-1, Use of Community Facilities, as the rules are contained within Mutual policy 7541.

STOCK TRANSFER**Use of Community Facilities****RESCIND**

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

1. **Co-Occupant – a person who meets all of the following qualifications:**
 - 1.1. Is 55 years of age or older.
 - 1.2. Has completed the co-occupant application.
 - 1.3. Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.
 - 1.4. Has paid the required Amenities fee to the Golden Rain Foundation.

Document History

Adopted:	12 Jun 85	Amended:	15 Apr 86	Amended:	12 Apr 94
Amended:	22 May 18	Amended:	31 Jan 95	Amended:	23 Jul 19

Keywords:



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: 50-5165-3, MUTUAL ADMINISTRATION COMMITTEE CHARTER
DATE: OCTOBER 15, 2019
CC: FILE

At its meeting on October 11, 2019, the Mutual Administration Committee recommended the GRF Board of Directors amend 50-5165-3, Mutual Administration Committee Charter. The copy and Supply Center has a key function as a supply distribution location; therefore, the general oversight of the department should fall under the supervision of the Finance Department.

I move to amend 50-5165-3, Mutual Administration Committee Charter, removing the Copy and Supply Center, cost center 544, to the oversight of the Finance Department.

**Committee Charter****AMEND**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Mutual Administration Committee (MAC) and the Service Maintenance Committee and grants to the Committee authority specifically stated within the GRF governing documents.

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

1. GOALS:

- 1.1** Increase Organization Effectiveness and Efficiency
- 1.2** Protect, Preserve and Improve our Assets

2. PURPOSE:

- 2.1.** Oversee the operations of Mutual Administration and Service Maintenance Departments.

3. DUTIES:

- 3.1.** Post an agenda four (4) days in advance of the Committee meeting;
- 3.2.** Elect a Vice-Chair at the first meeting;
- 3.3.** Review monthly staff report formats to be included in the monthly agenda;
- 3.4.** Meet with staff monthly or whenever such meetings are deemed necessary unless canceled by the Chair;
- 3.5.** Review monthly department reports from Mutual Administration, Stock Transfer, Copy and Supply Center, and Service Maintenance Departments;
- 3.6.** Review monthly budget comparisons for cost centers 533 (Stock Transfer), 544 (~~Copy & Supply Center~~), 545 (Mutual Administration), 574 (Service Maintenance), 575 (Trust Property Labor);
- 3.7.** Review annually the fees associated with the Mutual Administration, Stock Transfer, ~~Copy and Supply Center~~, and Service Maintenance departments (See fee schedule). Recommendations to be forwarded to the Finance Committee;
- 3.8.** Review annually the New Buyers Guide, Welcome Packet, Bereavement Workbook, and the Realtor Handout for possible amendments and send changes to the GRF BOD for approval.
- 3.9.** Review policies for cost centers 533 (Stock Transfer), ~~544 (Copy & Supply Center)~~, 545 (Mutual Administration), 574 (Service Maintenance), 575 (Trust Property Labor); annually and send changes to the GRF BOD for approval;

50-5165-3



AMEND

- 3.10.** Approve and recommend to the Finance Committee of the annual budgets for cost centers 533 (Stock Transfer), ~~544 (Copy & Supply Center)~~, 545 (Mutual Administration), 574 (Service Maintenance, 575 (Trust Property Labor); including Capital request and upcoming Reserve replacements; and
- 3.11.** Furnish a report at the GRF annual meeting.

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.

Document History

Adopted:	23 Sep 14	Amended:	24 Feb 15	Amended:	21 Jun 16
Amended:	26 Sep 17	*Amended:	13 Aug 18	Amended:	23 Oct 18
Amended:	23 Jul 19	Amended:	27 Aug 19	Amended:	09 Sep 19

Keywords: Mutual Administration Service Maintenance Charter Stock Transfer Copy and Supply Center

*Administrative content update

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: ADOPT 50-1201-2, GRF IDENTIFICATION CARDS, FEES (**FINAL VOTE**)
DATE: OCTOBER 16, 2019
CC: FILE

At its meeting on September 4, 2019, the Governing Documents Committee reviewed document 50-1201-1, GRF Identification Cards, adding keywords and section heading, and recommended the Mutual Administration further amend 50-1201-1 by adding verbiage in the Purpose section, as well as consider extracting fees referenced in the document and creating a new governing document, 50-1201-2, for adoption.

At its meeting on September 9, 2019, the Mutual Administration Committee moved to extract the fees referenced in the document and recommended the GRF Board of Directors adopt 50-1201-2, GRF Identification Cards, Fees.

At its meeting of September 24, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the September 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding adoption of 50-1201-2, GRF Identification Cards, Fees, during the 28-day notification to the membership period.

I move to adopt 50-1201-2, GRF Identification Cards, Fees, as presented.



STOCK TRANSFER

ADOPT

GRF Identification Cards, Fees

1. UPON SALE OR DEATH

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

2. LOST OF STOLEN CARD

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

2.1. Paying a \$20 fee for the first replacement;

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

3. WAIVER OF FEES

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

Document History

Adopted:	19 Sep 72	Amended:	19 Dec 72	Amended:	16 Apr 85
Amended:	19 Dec 89	Amended:	31 Jan 95	Amended:	20 Feb 01
			(effective 2-1-95)		
Amended:	19 Nov 02	Amended:	22 July 14	Amended:	27 Dec 16
Amended:	26 Sep 17	Amended:	26 Mar 19	Amended:	23 Jul 19

Keywords: ID Card Identification Membership Card
Card



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST - CLUBHOUSE SIX HEAT PUMP
REPLACEMENT - UNIT 2
DATE: OCTOBER 3, 2019
CC: FILE

At its regularly scheduled meeting on October 2, 2019, the Physical Property Committee duly moved and approved to recommend the GRF Board of Directors approve the replacement of heat pump unit # 2, in Clubhouse Six, for a cost not to exceed \$8,800, after review by the Finance Committee for funding.

At its regularly scheduled meeting on October 14, 2019, the Finance Committee reviewed Reserve Funding for these components and determined funding was available.

NOTE: Reserve funds budgeted for these components have been exhausted year to date.

I move to award a contract to Greenwood Heating and Air, to replace the heat pump in Clubhouse Six, unit #2, for a cost not to exceed \$8,800, Reserve funding and authorize the President to sign the contract.

GREENWOOD

HEATING & AIR INC.

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

Estimate

Date	Estimate #
10/1/2019	17272

Name / Address
Golden Rain Foundation PO BOX 3519 Seal Beach, CA 90740

Job Address
CH 6 Split units #2 NW Table tennis area YORK equipment

Item	Description	Total
	<p>Estimate to replace existing roof top heat pump and indoor air handler as follows for unit #2:</p> <ul style="list-style-type: none"> - Remove existing system and dispose of properly - Crane lift old unit down - Crane lift new unit up - Heat pump split system on roof York Heat Pump THE60B31S / air handler AM600CT 5-ton 208-230 electrical 3 phase R-410A refrigerant - Installation of biflow filter drier to catch and debris in line set. - Install new electrical disconnect - Reconnect to existing thermostat - Remove existing air handler - Rental of lift as needed - Reconnect to existing plenum and duct work. - Installation of secondary drain pan - Blow open drain lines to ensure no clogs or leaks - Labor and materials needed to install to manufacturers specifications - Permits and all testing required <p>Labor and Materials</p>	
Total		8,800.00
Warranty	<p>1 year labor by Greenwood 1 year parts, 5 year compressor by manufacturer</p>	
Option #1	<p>Coat outdoor condenser coils with coastal coatings to protect and extend the life of the coils due to ocean salt air. - ADD \$750.00 (this option will take additional 2 weeks for delivery)</p>	
Total		\$8,800.00

Lic. #945655



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - CLUBHOUSE FOUR - PHASE IV
DATE: OCTOBER 7, 2019
CC: FILE

The Physical Property Department was tasked with obtaining costs for the upgrades and betterments of Clubhouse Four at the Ceramics, Art and Lapidary Rooms, Phase IV (see Exhibit A).

At its regularly scheduled Physical Property Committee (PPC) meeting, the PPC unanimously agreed to request the Board of Directors approve the estimate by the Service Maintenance Department, as called out in Exhibit A, for Clubhouse Four Phase IV, at a cost not to exceed \$30,020, after review by the Finance Committee.

At its regular meeting on October 14, 2019, the Finance Committee reviewed available Capital funding for this project, and resolved funding is available.

I move to approve the estimate from Service Maintenance for the improvements and betterments, called out in Exhibit A, for Clubhouse Four Phase IV, in the Ceramics, Art, and Lapidary rooms, at a cost not to exceed \$30,020, and authorize the Executive Director to issue the work order and purchase materials.



EXHIBIT A

GRF Service Maintenance Department Estimate - Labor & Materials Cost

Date: September 24, 2019
To: Mark Weaver, Facilities Director
From: Ruben Gonzalez, Facilities Manager
Subject: Clubhouse 4, Phase IV
Location: Ceramic Room, Art Room & Lapidary Room

Itemized List for Material

MATERIAL	
Ceramics Room:	
• Kiln area install a new hood system - \$3,833	
• Replace countertop and sink and add a clay trap - \$2,405	
• Install a fine particle air filter - \$2,200	
• New tables for room area - \$1,100	
• Replace window coverings - \$1,077	
• Repaint room and cabinets - \$250	
Art Room:	
• Install new reinforced upper cabinets over sink area - \$500	
• Replace countertop with large single bay deep sinks - \$2,400	
• Install new book storage area \$250	
• Install a new 50" TV with internet capabilities for classes - \$1,000	
• Replace window coverings - \$1,030	
• Remove & reframe doors - \$100	
• Repair flooring complete - \$100	
• Repaint room and cabinets - \$200	
• Install overhead lighting - \$495	
Lapidary Room:	
• Kiln area install new hood system - (material included w/ Ceramic room cost)	
• Purchase new slump kiln due to added demands - \$800	
• Move fireproof table over by kiln area – 0	
• Install a new 50" TV with internet capabilities for classes - \$1,000	
• Build a new sit-down work area 10 ft. x 4ft. - \$2,750	
• Remove unnecessary equipment / add 3 new Cab King wheel grinders - \$7,500	
• Replace window covers - \$1,030	
ESTIMATED MATERIAL COST	\$30,020

Disclaimer:

Please note that this is an ESTIMATE ONLY at approximately 250 trust labor hours with a 6-week completion timeframe. Any unforeseen or added items may affect the total cost of the job.



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST - CLUBHOUSE SIX-AMBULANCE ROOM
DATE: OCTOBER 7, 2019
CC: FILE

At its regularly scheduled September meeting, the GRF Board of Directors approved Capital funds, in an amount not to exceed \$5,968, to install new blinds, paint and replace the flooring in the Ambulance Room at Clubhouse Six. During the contract execution stage of the flooring contract, it was brought to our attention that the bid given by Bixby Plaza Flooring, \$3,450, was incorrect, and the correct bid should have been \$4,869, a difference of \$1,419, keeping Bixby Plaza Flooring as low bidder. The Physical Property Committee is requesting the Board approve additional funds for the replacement of flooring in the ambulance room, in Clubhouse Six, in an amount not to exceed \$1,419.

At its regular meeting on August 19, 2019, the Finance Committee reviewed available Reserve funding for this project, and resolved funding is available.

Mr. Lukoff MOVED, seconded by Ms. Hopewell -

TO approve Reserve funds, in the amount not to exceed \$5,968, to install new blinds, paint and replace the flooring in the Ambulance Room at Clubhouse Six and authorize the President to sign the contract.

At its regularly scheduled meeting on October 14, 2019, 2019 the Finance Committee reviewed funding for this increase and determined that Reserve funding was available.

I move to approve additional Reserve funds, in an amount not to exceed \$1,419, for the Ambulance Room project at Clubhouse Six (approved at the August GRF Board Meeting) and authorize the President to sign the contract.

George Hurtado

From: Cheryl Doyle
Sent: Thursday, September 05, 2019 12:21 PM
To: George Hurtado
Subject: Ambulance Bay

The following is the new current quote for the Ambulance Bay in Leisure World

Furnish and install Mannington Carpet Tiles
Style- Portela #3401 St Croix size 24 x 24

Price includes
Pull up VCT tiles and cove base
Standard floorprep
Glue down installation
New 4" black cove base
Tax

\$4,869

If you wish to move forward, please let me know and I will generate an invoice.
Thank you for the opportunity!

Bixby Plaza Carpets & Flooring
10831 Los Alamitos Blvd.
Los Alamitos, Ca 90720
562 493-3678

George Hurtado

From: Cheryl Doyle
Sent: Wednesday, April 17, 2019 3:34 PM
To: George Hurtado
Subject: Ambulance bay quote

The following is a price for the project at the Ambulance Bay

Furnish and install Mannington Carpet Tiles Style - Portela #3401 St. Croix size 24" x 24"

Price includes...

Pull up and disposal of VCT tiles

Standard floor prep

New 4 " black cove base

Glue down Installation

Tax

\$3,450

Thank you for the opportunity!

Bixby Plaza Carpets & Flooring
10831 Los Alamitos Blvd.
Los Alamitos, Ca 90720
562 493-3678

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BOARD ACTION REQUEST

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: OCTOBER 14, 2019
CC: FILE

At its meeting on July 23, 2019 the Board of Directors duly moved and approved to approve the installation of five (5) electric charging stations, at the Clubhouse Two parking lot location, at a cost not to exceed \$10,000 Capital Funds.

Ms. Hopewell MOVED, seconded by Ms. Heinrichs -

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.

In addition to the approved charging stations, a secondary 5 year agreement and maintenance contract with Charge Point is needed to qualify for rebates and infrastructure installation by SCE, for a cost as follows:

REQUIRED BY SCE TO QUALIFY	UP-FRONT	PER YEAR
5 yr. Prepaid Commercial Cloud Plan	\$ 5,525	\$ 1,051
5 yr. Prepaid warranty/maintenance	\$ 7,485	\$ 1,497
Total up-front cost 5 yr. plan included	\$ 13,010	

A break down of the total cost (including previously approved funds) is described below (see Exhibit A); there was an additional \$3,000 cost to install the charging stations. We were just made aware this cost is to be the responsibility of the applicant.

DESCRIPTION	COST
Chargers Level 2	\$ 13,601
Installation	\$ 3,000
Mounting kit	\$ 285
Rebate	\$ (5,975)
Shipping and handling	\$ 330
Tax	\$ 1,227
Cost for Maintenance, Warranty and Commercial Cloud plan	\$ 13,010
Previously approved funds	\$ (10,000)
Total Cost	\$ 15,478

It was the consensus of the Physical Property Committee, at its regular scheduled meeting on October 3, 2019, to recommend approval of the GRF Board.

NOTE: This does not include income generated from the use of the Charging Stations; that could result in an estimated \$8,000-\$10,000 per year.

I move to approve a five year warranty/maintenance plan, along with the 5 year pre-paid Commercial Cloud Plan, including installation with Charge Point, for a total cost not to exceed \$15,478, and authorize the President sign the contracts.

EXHIBIT A



Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Gavin Torres
E-Mail: gavin.torres@chargepoint.com
Telephone:

Quote Number: Q-66898-1
Date: 8/30/2019
Expires On: 9/14/2019

Primary Contact: Mark Weaver

Bill To Address

Golden Rain Foundation of Laguna Woods
PO Box 2069
Seal Beach California 90740
United States

Ship To Address

Golden Rain Foundation of Laguna Woods
PO Box 2069
Seal Beach California 90740
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4011-GW1	Single Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	1	USD 5,010	30	USD 3,507	USD 3,507
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	2	USD 7,210	30	USD 5,047	USD 10,094
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot- dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	3	USD 95	0	USD 95	USD 285

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	5	USD 1,105	0	USD 1,105	USD 5,525
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	3	USD 349	100	USD 0	USD 0
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure.	3	USD 2,495	0	USD 2,495	USD 7,485

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4000-INSTALLVALID	Customer works with their own contractor to perform the all construction to the point where the stations can be bolted down and connected. ChargePoint will engage one of their O&M Partners to install the station on the prepared site and validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements and local codes. CT4000-INSTALLVALID is priced per CT4000 station. A successful Site Validation is a prerequisite to purchase ChargePoint Assure.	3	USD 1,200	17	USD 1,000	USD 3,000

Quote Total: USD 29,896.00

Estimated Tax: USD 1,226.75

Shipping and Handling: USD 330.00

Grand Total: USD 31,452.75

Quote Acceptance

TERMS AND CONDITIONS OF PURCHASE

- All pricing is confidential between Customer and ChargePoint.
- All prices are FCA ChargePoint warehouses.
- Customer to be invoiced at time of shipment
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- All invoices are Net 30 Days.
- Credit checks are required for new customers.
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- Pricing does not include installation or mounting services which will be quoted separately upon completion of electric make ready under the Southern California Edison Charge Ready Pilot Program.

1. Placement of Orders.

A. Purchase of Charging Stations. The terms of these Terms and Conditions of Purchase ("Terms") govern the Company's purchase of Charging Stations from ChargePoint in connection with the Southern California Edison Charge Ready Pilot Program as it exists as of the date of these Terms and Conditions of Purchase ("Charge Ready Program"). Company's purchase of Charging Stations (including, without limitation, any purchase of an extended Assure Warranty) made by Company shall be made by binding, written purchase order specifying the number and model of Charging Station(s) desired to be purchased, requested delivery schedule (which, absent agreement between the parties, shall be a date that is no less than sixty (60) days after the date of the purchase order), any extended Assure Warranty being purchased and that Company's purchase of Charging Stations is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in Company's purchase order conflicting with, varying or adding to the terms and

conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to accept such terms and conditions.

B. Acceptance of Purchase Orders. All purchase orders and modifications to purchase orders are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be binding upon ChargePoint unless and until so accepted in writing by ChargePoint. ChargePoint agrees to use commercially reasonable efforts to notify Company of its acceptance or rejection of Company's order within ten (10) business days after receipt thereof. Any purchase order accepted by ChargePoint is referred to in these Terms as, an "Accepted Order." Accepted Orders are non-cancelable, non-returnable and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments to Company if Company has exceeded its applicable credit limit, if any, and not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

D. Stations Require Subscription to SaaS Offerings. The Charging Stations are designed to work with ChargePoint's cloud-based application services ("SaaS Offerings"). Access to SaaS Offerings requires Company to enter into a Master Services and Subscription Agreement with ChargePoint. Pursuant to the Charge Ready Program, for a period of ten (10) years following the activation of the Charging Stations, on condition that Company has in effect a current subscription to the SaaS offerings and the Company's account is in good standing with ChargePoint, Company shall be entitled to access the data as is necessary for Company to comply with its obligations under the Charge Ready Program.

2. Delivery

A. Shipping Costs; Terms. All shipping, unless otherwise agreed to by the Parties in writing, shall be FOB Origin. Company shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Charging Stations to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to delay in delivery of the Charging Stations. Company's sole remedy for any material delay in delivery of the Charging Stations shall be cancellation of the order.

B. Transfer of Title. Delivery of the Charging Stations to Company shall be completed upon delivery of the Charging Stations to Company's freight forwarder. Risk of loss and damage to the Charging Stations shall pass to Company upon the delivery of such Charging Stations to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Charging Stations ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Charging Stations and in the specifications of Charging Stations to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Charging Station form, fit, function or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Charging Stations; provided that, ChargePoint may condition its acceptance of a purchase order on such credit and/or prepayment terms as ChargePoint, in its reasonable discretion, determines appropriate due to, among other things, Company's prior payment history and/or the size of the order. In the case of any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective unless and until Company has consented in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date. If Company has purchased an extended Assure Warranty and has chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of the Assure Warranty.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Charging Stations. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Fees for Cloud Services subscriptions shall be invoiced at shipment of the Charging Stations to which such Cloud Services subscriptions relate, and on each anniversary date thereof. All invoices for Cloud Services subscriptions shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due at rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final and Company shall have no right of return, provided, that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, shipment, use or sale of the Charging Stations by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this Section 3.D.

E. Payment in Dollars. All amount payable under these Terms shall be paid in United States dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after execution of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire or ACH transfer to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion without advance notice. ChargePoint may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If these terms require or authorize delivery of goods in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these terms. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with the terms hereof. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in these terms, ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for Company's account.

I. Disputes. In the event Company disputes any portion or all of an invoice, it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. Upon Company's default of these terms, ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the goods delivered. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, play any court costs or expenses incurred by ChargePoint, and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of goods if Company is over thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate the order if Company is over sixty (60) days late in payment of an undisputed invoice.

4. Installation

ChargePoint shall be responsible for arranging for the installation (the "Installation") of the Charging Stations as Installation is defined in the Charge Ready Equipment and Services Agreement (the "Charge Ready Agreement"). Pursuant to the Charge Ready Agreement, Installation means attaching the Charging Stations to their mounting fixtures and (ii) verifying that the installed Charging Stations are adequately energized and that communication capabilities are enabled. Installation shall not include ChargePoint performing any of the infrastructure electrical build out to be performed by SCE pursuant to the Charge Ready Pilot Program (the "Make Ready Work"). Additionally, Installation does not include ChargePoint correcting, repairing, altering or otherwise confirming the proper performance of the Make Ready Work.

5. Warranties/Limitation of Liability

A. Warranty. The Charging Station is covered by the terms of ChargePoint's standard parts only product Warranty (the "Warranty"), which will expire on one year from the date of installation. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into these Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that in order to obtain warranty and/or other maintenance services for the Charging Stations after expiration of the Warranty, Company must purchase extended warranties and/or maintenance agreements directly from ChargePoint.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, CHARGEPOINT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATIONS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING CHARGING STATIONS.

E. Warranty Exclusions. The Warranty set forth in these Terms is subject to certain exclusions as more fully set forth in the Warranty. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE CHARGING STATIONS.

6. Intellectual Property

A. Restrictions on Use. Company shall not: (i) create derivative works based on the Charging Stations, (ii) copy, frame or mirror any part or content of the Charging Stations, (iii) reverse engineer any Charging Station, or (iv) access the Charging Stations for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Charging Stations.

B. Ownership of Intellectual Property. All right, title and interest in and to any intellectual property related in any way to the Charging Stations is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term "intellectual property" shall mean, all of a party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices,

application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. General

A. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled. 3

B. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

C. Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Company and ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint's prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.

G. Controlling Law. These Terms shall be governed in all respects by the laws of the State of California, exclusive of conflicts of law principles.

H. Venue. The State and Federal courts located in Santa Clara County, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms. Each of the Parties submits to the jurisdiction and venue of these courts.

I. Entire Agreement. These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.

J. Company Obligation. Other than the charging stations, installation of the charging stations, and accompanying SaaS Offerings, Company is not obligated to purchase any service or product.

L. Obligación de la compañía. Aparte de las estaciones de recarga, la instalación de las estaciones de recarga, y las ofertas de SaaS proporcionadas, la compañía no está obligada a comprar ningún servicio o producto.



By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Requested Ship Date :

AP Contact Name :

AP Contact E-Mail :



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST - 1.8 ACRES, GATE REPLACEMENT
DATE: OCTOBER 3, 2019
CC: FILE

At its regularly scheduled meeting on October 2, 2019, the Physical Property Committee duly moved and approved to recommend that the GRF Board of Directors approve a contract with MJ Jurado, for the replacement of two gates (entrance and exit,) at 1.8 acres area, at a cost not to exceed \$18,000 (see attached), after Finance Committee review. Other discussions took place regarding the installation of an electric meter/panel, video surveillance and lighting. It was the consensus of the Committee to review these items at a later date.



Existing Gate



Proposed Type Gate

At its regularly scheduled meeting on October 14, 2019, the Finance Committee reviewed funding for this project and determined Reserve funding was available.

I move to approve a contract with MJ Jurado, for a cost not to exceed \$18,000, Reserve funding, for the replacement of two gates at the 1.8 acres area, and authorize the President sign the contract.



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

Lic.# 987670

Proposal

Date	Estimate #
9/27/2019	17-0636

ATTN:

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

Project			
Nursery Wrought Iron Gates			
Description	Qty	Rate	Total
Fabricate & Install (2) Double Gates 34x6 & 32x6 8Ft. Wrought Iron Fence Included .	1	15,800.00	15,800.00
* Optional - Sync & Powder Coat Gates	1	2,200.00	2,200.00
<p>*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.</p> <p>We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.</p> <p>Michael J. Jurado</p>			
Total			\$18,000.00

Approved By: _____

Date: _____



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE (TD)
SUBJECT: RESERVE FUNDING REQUEST - AMPHITHEATER OFFICES, BLIND REPLACEMENT
DATE: OCTOBER 10, 2019
CC: FILE

The Recreation Committee, at its regularly scheduled meeting on October 7, 2019, duly moved and approved to recommend to the GRF Board of Directors the replacement of the Amphitheater blinds in all the upper offices.

At its regular scheduled meeting on October 14, 2019, the Finance Committee approved Reserve funding, for the replacement of the blinds in all the upper offices of the Amphitheater, in an amount not to exceed \$6,923.

I move to approve the replacement of the Amphitheater blinds in all the upper offices at the top of the Amphitheater, in an amount not to exceed \$6,923, Reserve funding, and to authorize the President to sign the contract.

WINDOW COVERINGS ORDER FORM

COAST FACTORY BLINDS

5TH STREET
SEAL BEACH, CA 90740
(562) 493-4228

DATE 2-30-19 P.O. & INVOICE # _____

VENDOR DON. HOME PHONE _____

SALESMAN _____ WORK PHONE _____

METHOD OF PYMT. _____ ALT. PHONE _____

SOLD TO: PHYSICAL PROPERTIES
LEISURE WORLD
SEAL BEACH, 90740

SHIP TO: _____

MR. TERRY DELEON

News LUNCH RM / FILE ROOM.

SIDEMARK: _____

MATERIAL:				TYPE:		MANUFACTURER:						
2" WOOD BLINDS				5% open		ROLLER SHADES OMEGA.						
QUANTITY	INSTALLATION (check one)			BLIND MEASUREMENTS IN INCHES		COLOR NUMBER AND NAME	CONTROLS (Left or Right)		SPECIAL ACCESSORIES REQUIRED PER BLIND	UNIT PRICE	AMOUNT	
	IB	OB	STACK	WIDTH	LENGTH		WAND TILT	CORD LIFT				
1		X	R	48	40	2" WOOD	R/C			185. ⁰⁰	185	00
1		X	R	40 1/2	40	2" WOOD	R/C			174. ³⁰	174	30
1		X	R	64	40	2" WOOD.	R/C.			228. ⁵⁰	228	50
1		X		64	40	ROLLER SHADE	5% open			163. ³⁵	163	35
1		X		60	40	" "	" "			163. ³⁵	163	35
						WHITE OMEGA.						

ALL WORK WILL BE PERFORMED IN A PROFESSIONAL WORKMANSHIP MANNER AND AN AGREED COMPLETION TIME.

ON COMPLETION, FULL PAYMENT SHALL BE MADE UNLESS OTHERWISE AGREED UPON.

ALL MATERIAL IS GUARANTEED FROM DEFECT AND QUALITY APPROVAL.

GNATURE ACCEPTS THE ABOVE WORK TO BE PERFORMED- ANY VERBAL ADDITIONS MUST BE LISTED ON WRITTEN CONTACT.

PURCHASER _____

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS CORRECT.

SUB TOTAL	914	50
FREIGHT	INC	
SALES TAX	INC	
MEASURE		
INSTALL	INC	
GRAND TOTAL	914	50
DOWN PAYMENT	0	
TRANSACTION #		
BALANCE DUE UPON RECEIPT	914	50
TRANSACTION #		

WINDOW COVERINGS ORDER FORM

COAST FACTORY BLINDS

5TH STREET
SEAL BEACH, CA 90740
(562) 493-4228

DATE 9-30-19 P.O. & INVOICE # _____

VENDOR Don HOME PHONE _____

SALESMAN _____ WORK PHONE _____

METHOD OF PYMT. _____ ALT. PHONE _____

SOLD TO: Physical Properties
Leisure World
Seal Beach, 90740
Theater Storage

SHIP TO: _____

PER: TERRY DEKON

SIDEMARK: _____

MATERIAL:				TYPE:		MANUFACTURER:						
Roller Shades				5% open		White Omega						
QUANTITY	INSTALLATION (check one)			BLIND MEASUREMENTS IN INCHES		COLOR NUMBER AND NAME	CONTROLS (Left or Right)		SPECIAL ACCESSORIES REQUIRED PER BLIND	UNIT PRICE	AMOUNT	
	IB	OB	STACK	WIDTH	LENGTH		WAND TILT	CORD LIFT				
2	X			48	36		R/C			160 ⁰⁵	160	05
				11							160	05

ALL WORK WILL BE PERFORMED IN A PROFESSIONAL WORKMANSHIP MANNER AND AN AGREED COMPLETION TIME.

ON COMPLETION, FULL PAYMENT SHALL BE MADE UNLESS OTHERWISE AGREED UPON.

ALL MATERIAL IS GUARANTEED FROM DEFECT AND QUALITY APPROVAL.

GNATURE ACCEPTS THE ABOVE WORK TO BE PERFORMED- ANY VERBAL ADDITIONS MUST BE LISTED ON WRITTEN CONTACT.

PURCHASER _____

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS CORRECT.

SUB TOTAL	<u>320</u>	<u>10</u>
FREIGHT	<u>INC</u>	
SALES TAX	<u>INC</u>	
MEASURE INSTALL	<u>INC</u>	
GRAND TOTAL	<u>320</u>	<u>10</u>
DOWN PAYMENT	<u>0</u>	
TRANSACTION #		
BALANCE DUE UPON RECEIPT	<u>320</u>	<u>10</u>
TRANSACTION #	<u>320</u>	<u>10</u>

WINDOW COVERINGS ORDER FORM

COAST FACTORY BLINDS

5TH STREET
SEAL BEACH, CA 90740
(562) 493-4228

DATE 7-26-19 P.O. & INVOICE # 276

VENDOR DOH HOME PHONE _____

SALESMAN DOH WORK PHONE _____

METHOD OF PYMT. _____ ALT. PHONE _____

SOLD TO: PHYSICAL PROPERTIES

SHIP TO: _____

LEISURE WORLD

SEAL BEACH

THEATER ROOM

SIDEMARK: _____

MATERIAL:				TYPE:		MANUFACTURER:					
POLAR ROLLER SHADES / OMEGA 56											
QUANTITY	INSTALLATION (check one)			BLIND MEASUREMENTS IN INCHES		COLOR NUMBER AND NAME	CONTROLS (Left or Right)		SPECIAL ACCESSORIES REQUIRED PER BLIND	UNIT PRICE	AMOUNT
	IB	OB	STACK	WIDTH	LENGTH		HAND TILT	CORD LIFT			
1	X		4/2	16	57 1/2						
1	X		4/2	63 1/4	57 1/2						
1	X		R/L	57	57 1/2						
1	X		R/L	64 1/4	57 1/2						
1	X		R/L	55 3/4	57 1/2						
2	X		R/L	58 1/2	57 1/2						
1	X		R/L	58 1/4	57 1/2						
1	X		4/2	60	57 1/2						
1	X		R/L	61	57 1/2						
5	X		R/L	54 1/4	57 1/2						

ALL WORK WILL BE PERFORMED IN A PROFESSIONAL WORKMANSHIP MANNER AND AN AGREED COMPLETION TIME.

ON COMPLETION, FULL PAYMENT SHALL BE MADE UNLESS OTHERWISE AGREED UPON.

ALL MATERIAL IS GUARANTEED FROM DEFECT AND QUALITY APPROVAL.

GNATURE ACCEPTS THE ABOVE WORK TO BE PERFORMED- ANY VERBAL ADDITIONS MUST BE LISTED ON WRITTEN CONTACT.

PURCHASER _____

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS CORRECT.

SUB TOTAL	2620	00
FREIGHT	INC.	
SALES TAX	229	25
MEASURE INSTALL	INC.	
GRAND TOTAL	2849	25
DOWN PAYMENT	0	
TRANSACTION #		
BALANCE DUE UPON RECEIPT		
TRANSACTION #	2849	25

WINDOW COVERINGS ORDER FORM

COAST FACTORY BLINDS

5TH STREET
SEAL BEACH, CA 90740
(562) 493-4228

CELL 562-900-4228

DATE 7-26-19 P.O. & INVOICE # 0156

VENDOR DOH HOME PHONE _____

SALESMAN 11 WORK PHONE _____

METHOD OF PYMT. _____ ALT. PHONE _____

SOLD TO: PHYSICAL PROPERTIES.

SHIP TO: _____

LEISURE WORLD.

SEAL BEACH - 90740.

EMERGENCY ROOM.

SIDEMARK:

MATERIAL:

TYPE:

MANUFACTURER:

SOLAR ROLLER SHADES / OMEGA-50.5%

QUANTITY	INSTALLATION (check one)			BLIND MEASUREMENTS IN INCHES		COLOR NUMBER AND NAME	CONTROLS (Left or Right)		SPECIAL ACCESSORIES REQUIRED PER BLIND	UNIT PRICE	AMOUNT
	IB	OB	STACK	WIDTH	LENGTH		WAND TILT	CORD LIFT			
1	X		L	57 1/2	60	49 3/4 x 60				CHANCE SIZE <u>MD</u>	
1	X		R	60 3/4	11						
1	X		L	57 1/2	11						
1	X		R	54 3/8	11						
1	X		R	64 1/4	11						
1	X		R	63 3/8	11						

ALL WORK WILL BE PERFORMED IN A PROFESSIONAL WORKMANSHIP MANNER AND AN AGREED COMPLETION TIME.

ON COMPLETION, FULL PAYMENT SHALL BE MADE UNLESS OTHERWISE AGREED UPON.

ALL MATERIAL IS GUARANTEED FROM DEFECT AND QUALITY APPROVAL.

GNATURE ACCEPTS THE ABOVE WORK TO BE PERFORMED- ANY VERBAL ADDITIONS MUST BE LISTED ON WRITTEN CONTACT.

PURCHASER _____

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS CORRECT.

SUB TOTAL	1147	00
FREIGHT	INC	
SALES TAX	100	36
MEASURE INSTALL	INC	
GRAND TOTAL	1247	36
DOWN PAYMENT	0	
TRANSACTION #		
BALANCE DUE UPON RECEIPT		
TRANSACTION #	1247	36

COPY

25 5TH STREET
SEAL BEACH, CA 90740
(562) 493-4228
Call 562-900-4228

METHOD OF PYMT. _____ ALT. PHONE _____

SHIP TO: _____

LETSURE WORLD
SEAL BEACH, 90740

MANUFACTURER:

77

SUB TOTAL		935	00
FREIGHT		—	
SALES TAX		77	13
MEASURE		N/A	—
INSTALL			
GRAND TOTAL		1012	13
DOWN PAYMENT		—	
TRANSACTION #		—	
BALANCE DUE UPON RECEIPT		1012	13
TRANSACTION #		1012	13

COAST FACTORY BLINDS

5TH STREET
SEAL BEACH, CA 90740
~~(562) 493-4228~~

CELL 562-700-4228

DATE 7/26/19 P.O. & INVOICE # 061

VENDOR Don HOME PHONE _____

SALESMAN: DON WORK PHONE _____

METHOD OF PYMT. _____ ALT. PHONE _____

SOLD TO: MUSIC PROPERTIES

SHIP TO: _____

LEISURE WORLD

SEAL BEACH

Furniture Room

SIDEMARK:

MATERIAL:

TYPE:

MANUFACTURER:

MATERIAL: SOLAR ROLLER SHADIES / TYPE: OMEGA 5% WHITE PEARL / MANUFACTURER:

[illegible]

ALL WORK WILL BE PERFORMED IN A PROFESSIONAL WORKMANSHIP MANNER AND AN AGREED COMPLETION TIME.

ON COMPLETION, FULL PAYMENT SHALL BE MADE UNLESS OTHERWISE AGREED UPON.

**ALL MATERIAL IS GUARANTEED FROM DEFECT AND
QUALITY APPROVAL.**

**GNATURE ACCEPTS THE ABOVE WORK TO BE PERFORMED-
ANY VERBAL ADDITIONS MUST BE LISTED ON WRITTEN CONTACT.**

PURCHASER _____

I HAVE REVIEWED THE ABOVE INFORMATION AND IT IS CORRECT

SUB TOTAL		435	
FREIGHT			
SALES TAX		34	00
MEASURE INSTALL		N/C	
GRAND TOTAL		469	00
DOWN PAYMENT		0	
TRANSACTION #		—	
BALANCE DUE UPON RECEIPT			
TRANSACTION #		469	00

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: ADOPT 70-2504-1, LIBRARY RULES AND ADOPT 70-2504-3, LIBRARY PROCEDURES
DATE: OCTOBER 15, 2019
CC: FILE

At its special meeting on September 23, 2019, the Recreation Committee recommended the GRF Board of Directors adopt 70-2504-1, Library Usage and 70-2504-3, Library Procedures.

I move to adopt 70-2504-1, Library Usage and 70-2504-3, Library Procedures, which sets forth guidelines and procedures for the Library usage.

LIBRARY**ADOPT****Library Usage**

The mission of the Leisure World Library is to provide quality materials and services which fulfill educational, informational, cultural, and recreational needs of the Leisure World community in an atmosphere that is welcoming, respectful, and professional.

1. GOALS

The general library goals of the Leisure World Library shall be:

- 1.1. To serve all residents of the community;
- 1.2. To acquire and make available to all residents carefully selected books, periodicals, media, and other services to aid in the pursuit of education, information, research, pleasure, and the creative use of leisure time.
- 1.3. To acquire the means to provide the most frequently requested material locally and upon demand.
- 1.4. To maintain a standard of service which locates information, guides reading, organizes and interprets material for people of diverse backgrounds, and stimulates thinking and intellectual development in individuals of any age.
- 1.5. To strive consistently to discover new methods and improvements for better service for the library's patrons.
- 1.6. To review regularly these goals of the Leisure World Library and, if necessary, revise them in the light of new developments.

2. WHO MAY USE THE LIBRARY

The Leisure World Library is for the exclusive use of members of the Golden Rain Foundation (GRF) with the following exceptions:

- 2.1. Guests may accompany residents to the Library; however, they are not permitted to borrow material.
- 2.2. All patrons must have a valid Golden Rain Identification card and be registered at the Leisure World Library to borrow library materials.
- 2.3. All patrons are expected to bring their library cards with them if they intend to check out items.
- 2.4. If a patron loses his/her library card, he should notify the Golden Rain Foundation as soon as possible and request a replacement. A new library patron number will be assigned once the resident receives his/her replacement (GRF) identification card.
- 2.5. Service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical condition; age; or sexual orientation.

3. SERVICE OF THE LIBRARY

LIBRARY**ADOPT****Library Usage**

- 3.1. The library provides materials and resources for information, entertainment, intellectual development, and enrichment of the residents of the Leisure World community. In order to provide service during hours which best meet the needs of the community the library shall remain open from 9:30 a.m. to 3:30 p.m., Monday through Saturday.

4. MATERIAL SELECTION AND COLLECTION DEVELOPMENT

The materials selection/collection development policy is used by the library staff in the selection of materials and serves to acquaint the Leisure World community with the principles of selection.

- 4.1. The ultimate responsibility for selection of library materials rests with the library director who operates within the framework of the policies determined by the Golden Rain Foundation (GRF). This responsibility may be shared with other members of the library staff; however, because the director must be available to answer to the GRF board and the general community for actual selections made, the director has the authority to reject or select any item contrary to the recommendations of the staff.

- 4.2. Selectors should choose materials that will build a well-rounded collection which includes all viewpoints and opinions, and exercise impartiality in all selection activities which will meet community needs. Since thousands of titles are published every year in print, audiovisual, and electronic formats, the staff is selective in what they choose for the library's collection. Criteria may include one or more of the following: literary merit; enduring value; accuracy; authoritativeness; social significance; importance of subject matter to the collection; timeliness; popular demand; costs; scarcity of material on the subject and availability elsewhere; and quality and suitability of the format. Other considerations may be applicable in specific subject areas. Criteria for selection of electronic media also may include: ease of use of the product; availability of the information to multiple users; equipment needed to provide access to the information; technical support and training; and availability of the physical space needed to house and store the information or equipment.

- 4.3. The Library does not have the budgetary resources to buy multiple copies of every title it owns. The Library will purchase multiple copies of high-demand materials when warranted and based on budgetary resources. Additional copies of materials may be purchased at the discretion of the library.

- 4.4. Selection of resources is done from published reviews in professional journals, popular magazines, and subject bibliographies, annual lists of recommended titles, publishers' catalogs, and patron suggestions.

- 4.5. Materials selected for the Library collection are intended to meet the cultural, informational, educational, and recreational needs of the residents. The scope

LIBRARY**ADOPT****Library Usage**

of the collection is intended to offer a choice of format, opinion, style and level of difficulty so that most individual library needs can be met, within current budget parameters and constraints. The emphasis is on acquiring materials of wide-ranging interest to the residents.

4.6. Resources are purchased in the most appropriate format for patron use.

4.7. New formats shall be considered for the circulating collection when, availability of items in the format, the cost per item, and the Library's ability to acquire and handle the items have been evaluated. Similar considerations will influence the decision to delete a format from the Library's collection.

4.8. Gifts are gratefully accepted by the Library with the understanding that they will be considered for addition to the collection in accordance with the Collection Development Policy. The Library reserves the right to donate or otherwise dispose of gift materials not added to the collection.

4.9. When a patron offers to give books, magazines, or audiovisual materials to the Library, the following guidelines apply. The Library may accept hardcover and/or paperback books and may accept audiovisual materials if they are in good condition. Magazines, encyclopedias, and textbooks will not be accepted. If the patron wishes to receive an acknowledgement, he/she should request one at the time of donation. Library staff will not appraise the books or indicate a value in the acknowledgement. The Library shall not provide a Tax receipt for any donations.

4.10. In order to maintain an up-to-date, useful collection, worn and obsolete materials are continually removed from the collection. Materials may be withdrawn if they are little used or superseded by a new edition or better work on the same subject. Depth and coverage of varying degrees are desirable in various areas of the collection. The Collection Development Policy serves as a guide for de-selecting (commonly known as weeding) and maintaining the collection as well as for the selection of materials.

4.11. The C.R.E.W. (Continuous Review Evaluation and Weeding) method of systematic evaluation and weeding of the collection is used by every selector in order to keep the collection responsive to patrons' needs, to ensure its vitality and usefulness to the community, and to make room for newer materials. The collection will be reassessed for relevancy and currency on a regular basis. No materials will be held or given to individuals after de-selection, and materials may be donated, or discarded by the Library.

4.12. A singular obligation of the LW library is to reflect within its collection differing points of view. The Library does not endorse beliefs or views, nor does the selection of an item express or imply an endorsement of the author's viewpoint. The Library welcomes expression of opinion by patrons but will be governed by this Collection Development Policy in making additions to or deleting items from the collection.

LIBRARY**ADOPT****Library Usage**

- 4.13.** Patrons who request the removal of library materials will be asked to submit their request in writing by completing and signing the "Request for Removal of Library Material" form. Upon receipt of a formal written request, a decision will be made regarding the disposition of the material. The Library Director will communicate the decision and the reasons for it, in writing, to the person who initiated the request for removal. The Director will inform the Recreation Committee of the reconsideration and disposition of library materials.
- 4.14.** In the event that the person who initiated the request is not satisfied with the decision of the Director, he/she may appeal for a hearing before the Recreation Committee by making a written request to the Chair of the Committee. The Recreation Committee reserves the right to limit the length of presentation and number of speakers at the hearing. The Recreation Committee will determine whether the request for removal has been handled in accordance with stated policies and procedures of the Leisure World Library. On the basis of this determination, the RC may vote to uphold or override the decision of the Library Director.

5. COLLECTION STANDARDS

The purpose of these standards is to ensure that Leisure World Library provides a collection that meets community needs. The Library building is 4,000 square feet. The estimated maximum capacity for the library collection is 45,000 print and media items. In order to provide a well-rounded collection, the following estimated maximum capacity guidelines should be followed:

- 5.1.** Fiction collection shall not exceed 12,400 items.
- 5.2.** Large Print collection shall not exceed 4,000 items.
- 5.3.** Non-Fiction collection shall not exceed 10,600 items.
- 5.4.** Media collection shall not exceed 14,800 items.
- 5.5.** Audio collection shall not exceed 3,200 items.

6. CIRCULATION**6.1. LOAN PERIODS**

- 6.1.1.** 2 weeks for books in the new collection.
- 6.1.2.** 3 weeks for books in the regular collection.
- 6.1.3.** Books in the new collection may be renewed once for 2 weeks if there is not a waiting list for the title.
- 6.1.4.** Books in the regular collection may be renewed once for 3 weeks.
- 6.1.5.** 3 weeks for audiobooks, and compact discs.
- 6.1.6.** Audio and Compact Discs may be renewed once for 3 weeks.

LIBRARY**ADOPT****Library Usage**

There is no charge for use of the computers; however, in order to make the service available to as many patrons as possible, a time limit for usage has been imposed. That time limit is 2 hours per day. Library staff is available for general assistance in using the computer. However, staff are not expected to train patrons in the use of application programs. Tutorial manuals will be provided when available.

7.2. A Scanner is available for patrons who wish to scan documents at no cost. Instructions for operating hardware are displayed near the computer.

7.3. A photocopy machine is available to patrons who wish to copy materials at the rate of \$.10 per page.

7.4. A Fax machine is available for patrons who wish to Fax documents. Staff is available to assist in the process. Faxes sent within the USA at a rate of \$1.00 per page. Faxes sent outside the USA at a rate of \$3.00 per page. Faxes received at a rate of \$.50 per page.

8. INTERNET USE

Access to the Internet is available to all patrons; however, this service may be restricted at any time for use not consistent with the guidelines. Prior to being granted access to the Internet all patrons must agree to the Internet Use Agreement and register with the library prior to beginning their first session.

The library cannot assure that data or files downloaded by users are virus-free. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the library's Internet service.

The following guidelines apply:

8.1. Users may use the Internet for research and the acquisition of information to address their educational, vocational, cultural, and recreational needs

8.2. Users shall not use the internet to view pornographic or otherwise offensive material

8.3. Users may use the Internet for the receipt and transmission of electronic mail (e-mail) as long as they use a free e-mail service which will establish and maintain an account for them; the library is unable to manage e-mail accounts for any individuals

8.4. Internet use is offered in 2 hour sessions on a first-come, first-served basis; each user is allowed one session

8.5. Users will respect and uphold copyright laws and all other applicable laws and regulations; they will not use it for illegal purposes

8.6. Users will respect the rights and privacy of others by not accessing private files

8.7. Users agree not to incur any costs for the library through their use of the

LIBRARY**ADOPT****Library Usage**

Internet service

8.8. Users shall not create and/or distribute computer viruses over the Internet

8.9. Users shall not deliberately or willfully cause damage to computer equipment, programs, or parameters

9. DISPLAYS AND EXHIBITS

9.1. As an educational and cultural institution, the Leisure World Library welcomes exhibits and displays of interest, information and enlightenment to the community. Displays of handiwork, historical material, nature study, or any other material deemed of general interest may be exhibited. The director shall accept or reject material offered for display based on its suitability and availability.

9.2. The Library assumes no responsibility for the preservation or protection, and no liability for possible damage or theft of any item displayed or exhibited. All items placed in the Library are there at the owner's risk.

9.3. A release must be signed by the exhibitor before any artifact can be placed in the library.

10. PUBLICATIONS

10.1. Information of general cultural interest may be placed in the library. Advertising of a political, sectarian, or club related nature may not be placed in the library.

10.2. The library Director is authorized to remove any printed material is not consistent with the policy.

11. ARTWORK

11.1. The display of artwork in the library will be reserved for paintings done by artist in the community. LOS is responsible for the display of artwork in the library building. A coordinator, who is appointed by the LOS, will curate the art pieces to be displayed.

11.2. Permanent displays of artwork and collections will not be permitted in the Library building unless specific action is recommended by the LOS to the Recreation Committee and approved by the Board of Directors (BOD) of the Golden Rain Foundation (GRF).

Document History

Adopted: Day Month Year Action



LIBRARY

ADOPT

Library Usage

Keywords:

274

LIBRARY**The Library – Procedures****ADOPT****1. MATERIAL SELECTION AND COLLECTION DEVELOPMENT**

The materials selection/collection development policy is used by the library staff in the evaluation and selection of materials.

1.1. The ultimate responsibility for selection of library materials rests with the Library Operations Supervisor (LOS) who operates within the framework of the policies determined by the Golden Rain Foundation (GRF). This responsibility may be shared with other members of the library staff; however, because the director must be available to answer to the GRF board and the general community for actual selections made, the director has the authority to reject or select any item contrary to the recommendations of the staff.

1.2. LOS will choose materials that will build a balanced collection which includes all viewpoints and opinions, and exercise impartiality in all selection activities which will meet community needs.

1.2.1. Criteria may include one or more of the following: literary merit; enduring value; accuracy; authoritativeness; social significance; importance of subject matter to the collection; timeliness; popular demand; costs; scarcity of material on the subject and availability elsewhere; and quality and suitability of the format. Other considerations may be applicable in specific subject areas.

1.2.2. Criteria for selection of electronic media also may include: ease of use of the product; availability of the information to multiple users; equipment needed to provide access to the information; technical support and training; and availability of the physical space needed to house and store the information or equipment.

1.3. The Library will purchase multiple copies of high-demand materials when warranted and based on budgetary resources. Additional copies of materials may be purchased at the discretion of the LOS.

1.4. Selection of resources is done from published reviews in professional journals, popular magazines, and subject bibliographies, annual lists of recommended titles, publishers' catalogs, and patron suggestions.

1.5. The scope of the collection is intended to offer a choice of format, opinion, style and level of difficulty so that most individual library needs can be met, within current budget parameters and constraints. The emphasis is on acquiring materials of wide-ranging interest to the members.

1.6. Resources are purchased in the most appropriate format for patron use.

1.7. New formats shall be considered for the circulating collection when, availability of items in the format, the cost per item, and the Library's ability to acquire and

(XXX 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

LIBRARY**The Library – Procedures****ADOPT**

handle the items have been evaluated. Similar considerations will influence the decision to delete a format from the Library's collection.

1.8. Donations are gratefully accepted by the Library with the understanding that they will be considered for addition to the collection in accordance with the Collection Development Policy. The Library reserves the right to donate or otherwise dispose of donated materials not added to the collection.

1.9. When materials are donated the following guidelines apply; The LOS may accept hardcover and/or paperback books and may accept audiovisual materials if they are in good condition. Magazines, encyclopedias, and textbooks will not be accepted. If the patron wishes to receive an acknowledgement, he/she should request one at the time of donation. Library staff will not appraise the books or indicate a value in the acknowledgement. The Library shall not provide a Tax receipt for any donations.

1.10. In order to maintain an up-to-date, useful collection, worn and obsolete materials are continually removed from the collection. Materials may be withdrawn if they are little used or superseded by a new edition or better work on the same subject. Depth and coverage of varying degrees are desirable in various areas of the collection. The Collection Development Policy serves as a guide for de-selecting (commonly known as weeding) and maintaining the collection as well as for the selection of materials.

1.11. The C.R.E.W. (Continuous Review Evaluation and Weeding) method of systematic evaluation and weeding of the collection is used by every selector in order to keep the collection responsive to patrons' needs, to ensure its vitality and usefulness to the community, and to make room for newer materials. The collection will be reassessed for relevancy and currency on a regular basis. No materials will be held or given to individuals after de-selection, and materials may be donated, or discarded by the Library.

1.12. Patrons who request the removal of library materials will be asked to submit their request in writing. Upon receipt of a formal written request, a decision will be made regarding the disposition of the material. The LOS will communicate the decision and the reasons for it, in writing, to the person who initiated the request for removal. The LOS will inform the Recreation Committee of the reconsideration and disposition of library materials.

2. COLLECTION STANDARDS

The purpose of these standards is to ensure that Leisure World Library provides a collection that meets community needs. The Library building is 4,000 square feet. The estimated maximum capacity for the library collection is 45,000 print and media items. In order to provide a well-rounded collection, the following estimated maximum capacity

GOLDEN RAIN FOUNDATION Seal Beach, California

(XXX 19)

LIBRARY

The Library – Procedures

ADOPT

79 guidelines should be followed:

- 80 **2.1.** Fiction collection shall not exceed 12,400 items.
- 81 **2.2.** Large Print collection shall not exceed 4,000 items.
- 82 **2.3.** Non-Fiction collection shall not exceed 10,600 items.
- 83 **2.4.** Media collection shall not exceed 14,800 items.
- 84 **2.5.** Audio collection shall not exceed 3,200 items.

85

86

Document History

Adopted: XX Oct 19

87

Keywords: Material Collection Donations Standards



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: ADOPT 70-2504-2, THE LIBRARY, FEES (**TENTATIVE VOTE**)
DATE: OCTOBER 16, 2019
CC: FILE

At its special meeting on September 23, 2019, the Recreation Committee recommended the GRF Board of Directors adopt 70-2504-2, the Library, Fees.

I move to adopt 70-2504-2, The Library, Fees, which sets forth the fees associated with late charges, lost or damaged materials, and library services, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 26, 2019.

LIBRARY**The Library - Fees****ADOPT****1.1. FINES AND CHARGES**

At the time a library patron borrows materials from the library collection, the patron assumes the responsibility for the care and timely return of the materials.

- 1.1.1.** Late books and audio \$.25 per day with a maximum fine of \$10.00.
- 1.1.2.** Late media \$.50 per day with a maximum fine of \$10.00.
- 1.1.3.** Late Launchpad \$1.00 per day with a maximum fine of \$15.00.
- 1.1.4.** Late paperback \$.25 per day with a maximum fine of \$5.00.
- 1.1.5.** Late magazines and DMV handbooks \$.25 per day with a maximum fine of \$3.00.

1.2. LOST OR DAMAGED MATERIAL

- 1.2.1.** If materials are so damaged as to be judged by the library as being unsuitable for the collection, the patron must pay the current replacement cost. Patron will be allowed to have those materials once payment has been received.
- 1.2.2.** If material is lost, the patron must pay the current replacement cost.
- 1.2.3.** All fines and fees shall be collected at the library.

1.3. SERVICES

- 1.3.1.** A photocopy machine is available to patrons who wish to copy materials at the rate of \$.10 per page.
- 1.3.2.** Faxes sent within the USA at a rate of \$1.00 per page. Faxes sent outside the USA at a rate of \$3.00 per page. Faxes received at a rate of \$.50 per page.
- 1.3.3.** A printer is available to patrons who wish to print material at the rate of \$.10 per page

Document History

Adopted: XX Oct 2019

Keywords: Fines Lost Material Fax photocopy
Printer



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: STRATEGIC PLANNING AD HOC COMMITTEE
SUBJECT: AMEND 30-5167-3, STRATEGIC PLANNING AD HOC COMMITTEE CHARTER
DATE: OCTOBER 15, 2019
CC: FILE

At its meeting on September 18, 2019, the Strategic Planning Ad hoc Committee recommended the GRF Board of Directors amend 30-5167-3, Strategic Planning Ad hoc Committee Charter.

I move to amend 30-5167-3, Strategic Planning Ad hoc Committee Charter, updating document language, adding goals, and updating the duties of the Committee.

Committee Charter AMEND



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 Strategic Planning Ad Hoc Committee and grants to the Committee authority specifically stated within the GRF governing documents, ~~and policies or other authority 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:

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

2. PURPOSE:

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

- 2.1. Focus direction and financial resources;**
- 2.2. Strengthen operations through unified common goals;**
- 2.3. Establish agreement around intended outcomes/results; and**
- 2.4. Assess and adjust the organization's direction in response to a changing environment and community demographics.**

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 monthly staff report formats to be included in the monthly agenda;**
- 3.4. Meet monthly or whenever such meetings are deemed necessary unless cancelled by the Chair; and**
- 3.5. 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.

Committee Charter AMEND



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.

Document History

Adopted: 26 Jul 16 Amended: 23 Jul 19

Keywords: