

Board of Directors

Agenda

Clubhouse Four Tuesday, January 28, 2020, 10:00 a.m.

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
 - a) Announcements
- 4) Service Awards/Staff Commendation
- 5) Seal Beach City Council Member's Update
- 6) Health Care Advisory Board Update (pp. 1-8)
- 7) Shareholder/Member Comments

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

- 4 minute limit per speaker, when there are no more than 15 speakers
- 3 minute limit per speaker, 16 25 speakers
- 2 minute limit per speaker, over 26 speakers
- 8) Consent Calendar
 - a) Committee/Board meetings for the Month of December (pp. 9-10)
 - i) Minutes of the Recreation Committee Board Meeting of December 2, 2019
 - ii) Minutes of the Physical Property Committee Board Meeting of December 4, 2019
 - iii) Minutes of the Security, Bus & Traffic Committee Board Meeting of December 11, 2019
 - iv) Minutes of the Executive Committee Board Meeting of December 13, 2019
 - b) GRF Board of Directors Minutes, December 17, 2019 (pp. 11-20)
 - c) January GRF Board Report dated January 28, 2020 (pp. 21-28)
 - d) Accept Month of December Financial Statements for Audit (pp. 29-36)
 - e) Approve Reserve Funds Investment Purchase (pp. 37-38)
- 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) General
 - i) Conceptual Approval Orange County Registrar, Onsite Voting Drop Box (Ms. Snowden, pp. 39-58)
- b) Communications and ITS Committee
 - i) FINAL VOTE: Adopt 20-2806-2, Service Fees (Mr. Massetti, pp. 59-62)
- c) Executive Committee
 - i) FINAL VOTE: Amend 30-5025-3, GRF Election Procedures (Ms. Winkler, pp. 63-72)
 - ii) Amend 30-5028-3, GRF Director's Handbook (Ms. Gerber, pp. 73-90)
- d) Facilities and Amenities Review Ad hoc Committee
 - i) FINAL VOTE: Amend 70-1406-1, Limitations on Use (Mrs. Perrotti, pp. 91-100)
 - ii) **FINAL VOTE:** Adopt 70-1406-2, Limitations on Use, Fees (Ms. Heinrichs, pp. 101-104)
- e) Finance Committee
 - i) Amend 40-2230-3, Authorized Signatories (Mr. Dodero, pp. 105-108)
- f) Physical Property Committee
 - i) Non-scheduled Reserve Funding Replacement of Allen's Alley Wall (Ms. Snowden, pp. 109-112)
- g) Recreation Committee
 - i) Amend 70-1400-1, Co-occupants and Qualified Permanent Residents (QPR),
 Use of Clubhouses (Mr. Lukoff, pp. 113-114)
 - ii) FINAL VOTE: Adopt 70-2504-2, The Library, Fees (Ms. Rapp, pp. 115-116)
 - iii) **FINAL VOTE:** Adopt 70-1447-1, Use of Community Facilities, Mini-Farm Rules (Mrs. Perrotti, pp. 117-122)
- h) Security, Bus & Traffic Committee
 - i) Amend 80-5538-1, Bus Safety Rules (Mr. Pratt, pp. 123- 125)
- 11) Staff Reports
 - i) Director of Finance's Report Ms. Miller
 - ii) Executive Director's Report Mr. Ankeny
- 12) Board Member Comments
- 13) Next Meeting/Adjournment

Next regular GRF Board of Directors meeting, Tuesday, **February 25, 10:00 a.m.,** Clubhouse Four.



Serving the Leisure World Community

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

Shaping the Future of your HealthCare and Health Care Center

Guided by collaboration with community health advisory committee



Modern HealthCare with Heart





Looking Back on 2019





It's the start of a new year at the Health Care Center.

We have a lot in store for 2020. If you're looking for...



Exciting new events, we have more classes and social events. Check out the health section in the LW Weekly or visit the lobby for a calendar of events.



New services, we have chiropractic, dermatology, X-ray, DEXA screenings, with more coming soon.



Help with authorizations, benefits and more, we're here for you. Visit our tent Monday mornings from 9 a.m.— 11 a.m. this month, right outside the Health Care Center (HCC) entrance.

It's going to be a great year at the HCC, and we can't wait to share it with you.

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Health Care Center

1661 Golden Rain Road Seal Beach, CA 90740 1-562-493-9581



MonarchHealthCare.com





What's Coming Next

- New onsite urology provider in process
- Additional behavioral health provider coming soon
- Actively identifying new podiatrist to replace Dr. McCune

Upcoming classes

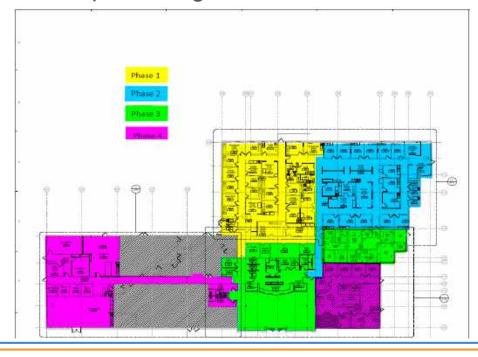
- January 22: Understanding over-the-counter medications and benefits. Presented by Michelle de Guzman (10am, conference room 1)
- January 22: Preventing identification theft. Presented by SCAN Health Plan (2pm, conference room 1)
- January 27: Achieving health goals with technology. Presented by Maureen Ngo, certified diabetes educator pharmacist. (10am, conference room 1)



Health Care Center Updates

Comprehensive facility renovation

- January 29th start date, pending city permit
- Coordinating with Mark Weaver on logistics
- Reminder the health care center will remain open during construction
- Construction Timeline:
 - January/February to August 2020
 - Completed in 4 phases
- Comprehensive communication plan for the community
 - Leisure World Weekly front page article cover story





The Health Care Center of the Future



Your new Health Care Center coming soon

OptumCare® is proud to announce the launch of a comprehensive renovation to your Health Care Center. Look for these exciting changes:

- Modern waiting rooms, work stations and exam rooms designed to improve your care
- State of the art digital X-ray, ultrasound and DEXA scan (bone density)
- New wellness retreat
- Redesigned conference rooms for health care classes and support groups

We'll be open throughout the renovation and are working to minimize any disruption in services. Thank you for your patience and support. Stay tuned for updates about how we're creating your Health Care Center, your way.







A Better Future Together!







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

- Minutes of the Recreation Committee Board Meeting of December 2, 2019
- Minutes of the Physical Property Committee Board Meeting of December 4, 2019
- Minutes of the Security, Bus & Traffic Committee Board Meeting of December 11, 2019
- Minutes of the Executive Committee Board Meeting of December 13, 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, they are available upstairs at the Administration Office. Please see the receptionist.

Thank you.

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BOARD OF DIRECTORS MEETING MINUTES GOLDEN RAIN FOUNDATION December 17, 2019

CALL TO ORDER

President Linda Stone called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:03 a.m., on Tuesday, December 17, 2019, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Charity Kopp, Clinic Operations Manager at the Health Care Center, led the Pledge of Allegiance.

ROLL CALL

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

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

PRESIDENTS COMMENTS

Final proposals for securing the required Workers' Compensation Coverage were not received until December 12. 2019, for the term of December 13, 2019 to December 13, 2020. Due to the change of date of the regularly scheduled GRF Board meeting, from December 24, 2019 to December 17, 2019, in accommodation of the holiday period and strong potential of a lack of a quorum on a December 24, 2019, meeting, the Approval of Workers' Compensation Renewal could not be included in the published Board agenda. Under provisions of <u>Civil Code §4930</u>, <u>Limitations on Meeting Content</u>, the Board may take action on this vital and urgent need to secure approval for Workers' Compensation insurance, as the need for action from the Board at this time is due to conditions noted above and the information not being received for placement the Civil Code.

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

TO approve the placement of the Worker Compensation

Golden Rain Foundation Board Meeting Minutes, December 17, 2019

Insurance for the term of December 31, 2019 to December 31, 2020 on the December 17, 2019 Board agenda as allowed within provisions of Civil Code §4930.

ANNOUNCEMENTS

The GRF Board did not hold any Executive Session meetings in December.

SERVICE ANNIVERSARIES

Two employees were recognized with a service award:

Kim Ngo Finance Department 5 years Edward Sama Transportation Department 5 years

EMPLOYEES OF THE MONTH

Vice President and Chair of the Executive Committee introduced the Employee of the Month, for July, who was unable to attend last month's meeting.

Larry Norlander Security Department July

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council member Sandra Massa-Lavitt provided an update on the City of Seal Beach Council meeting, advised that the new Chief of Police will be sworn in, and announced that the new Mayor will be Shelly Sustarsic.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

Charity Kopp, Clinical Operations Manager, presented a report on the projects and renovations at the Health Care Center. She advised the Board and the audience that the Health Care Center will be closing at 2 p.m. on December 24 and December 31 but that the 24-hour nurse will be available.

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 <u>before</u> 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. (<u>Civ. Code §4925(b)</u>.) 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

Golden Rain Foundation Board Meeting Minutes, December 17, 2019

• 2 minute limit per speaker, over 26 speakers

Two members offered comments.

CONSENT AGENDA

The consent agenda included November Board Quorum Committee meeting minutes (Recreation Committee Board Meeting of November 4, 2019, Executive Committee Meeting of November 8, and Finance Committee Board Meeting of November 18, 2019); minutes of the November 26, 2019 Board meeting, acceptance of the December GRF Board Report, and acceptance of the Month of November Financial Statements for Audit.

The Consent Calendar was adopted, as presented.

REPORTS

The Chair of the Facilities and Amenities Review (FAR) Ad hoc Committee updated the audience on the Committee's last meeting and the Committee's walk-through of the Amphitheater, Clubhouse Three, the Library, and the Mini farms.

The Chair of the Management Services Review Ad hoc Committee advised that the catalog of GRF services to the Mutuals is being reviewed by the individual GRF Board members, prior to meeting to discuss the contents.

The Chair of the Strategic Planning Ad hoc Committee updated the audience on the Committee's last meeting and projected that the final report will be available prior to the Annual Meeting.

The Chair of the Website Redesign Ad hoc Committee advised that the Committee did not meet in December but are scheduled to meet on January 21, 2020.

NEW BUSINESS

Communications and ITS Committee

Adopt 20-2806-2, Community Publications - Fees (TENTATIVE VOTE)

At its meeting on December 12, 2019, the Communications/IT Committee recommended the GRF Board of Directors adopt 20-2806-2, Community Publications - Fees.

Mr. Massetti MOVED, seconded by Ms. Snowden -

TO adopt 20-2806-2, Community Publications – Fees, which sets forth fees and guidelines for obituary submissions and articles from religious organizations, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on

Golden Rain Foundation Board Meeting Minutes, December 17, 2019
January 28, 2020.

Two Directors spoke on the motion.

The motion was carried uanimiously by the Board Directors present.

<u>Capital Funding Request – Main Gate and Yard Internet Upgrades - UBiquiti</u>

At its regularly scheduled meeting on December 16, 2019 the Finance Committee (FC) duly moved and approved to recommend to the GRF Board of Directors the upgrade of wireless antennas to increase internet speed for staff at the main gate and service mainenance yard (Exhibit A in the agenda packet).

At its meeting on December 16, 2019, the Finance Committee reviewed funding and determined Capital funds are available.

Mr. Pratt MOVED, seconded by Mr. Dodero -

TO approve internet upgrades for the main gate and yard, in an amount not to exceed \$16,500, Capital Funds, and authorize the President to sign any applicable contracts.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board Directors present.

Executive Committee

TENTATIVE VOTE: Adopt 30-5025-3, GRF Election Procedures

At its meeting on December 13, 2019, the Executive Committee reviewed the amendments recommended by corporate counsel with the passage of Senate Bill 323, Common interest developments: Elections; the Executive Committee provided further amendments.

Ms. Gerber MOVED, seconded by Ms. Rapp -

TO amend 30-5025-3, GRF Election Procedures, accepting the amendments recommended by corporate counsel and with the Executive Committee, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Golden Rain Foundation Board Meeting Minutes, December 17, 2019

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board Directors present.

EMERGENCY ACTION: Approve Renewal of Workers' Compensation Insurance

At its regularly scheduled meeting on December 13, 2019, the Executive Committee reviewed the proposals for the renewal of the Workers' Compensation Policy for GRF.

Our insurance broker, DLD Insurance, has reviewed our coverage and obtained bids from four (4) carriers including our current carrier, Berkshire Hathaway Homestate Companies (BHHC).

The bids ranged from \$225,812 to \$350,000 with the lowest bid coming from BHHC, our current carrier. The 2020 budget for this expense is \$262,366.

Incumbent: (Cypress Insurance Company) Berkshire Hathaway Homestate Companies	Quoted: \$225,812
Everest National Insurance Company	Pricing not competitive with Incumbent
Preferred Employers Insurance	Indication: \$268,000
Insurance Company of the West	Indication: \$294,000
Berkley Net	Indication: \$350,000

Note: All quotes are based on an estimated payroll. The total premium will be based on actual audited payroll totals at the end of the year.

Ms. Hopewell MOVED, seconded by Ms. Snowden -

TO approve renewal of our contract for Workers' Compensation Coverage, with Berkshire Hathaway Homestate Companies (BHHC), for the 2020 policy year, in the amount of \$225,812 and authorize the GRF President to sign the renewal.

Four Directors, the Executive Director and the Human Resources Director spoke on the motion.

The motion was carried unanimously by the Board Directors present.

Finance Committee

Approve Exclusive Use of Trust Property

The annual leases on the Organizations and Clubs noted below will be expiring on December 31, 2019. The Recreation Committee, at its November 4, 2019 meeting, has duly moved to recommend to the Finance Committee the exclusive use of Trust Property (Exhibit A in agenda packet) by: Genealogy Club, Video Producers Club, Theater Club, Historical Society, Rolling Thunder, and Mutual Eight.

Per policy, the Finance Committee has jurisdiction over all income producing leases and at the November 18, 2019 meeting of the Finance Committee, the Committee reviewed the recommendations of the Recreation Committee and duly moved to recommend to the Board the of leasing of trust Property for exclusive use, at a nominal rate of one dollar (\$1.00) per year by the following clubs/organizations (agreements attached), for the term of January 1, 2010 to December 31, 2020: Genealogy Club, CH3, approximately 543 Square feet; Video Producers Club, upper amphitheater, approximately 320 Square feet (previously used as the Emergency Operations Center); Theater Club, upper amphitheater, approximately 239 Square feet; Historical Society, CH1, approximately 434 Square feet; Rolling Thunder, approximately 910 square feet within the area commonly identified as the 1.8 acres.

Ms. Winkler MOVED, seconded by Ms. Snowden -

TO approve exclusive use of Trust Property, per the terms and conditions of the attached agreements, and authorize the President to sign the agreements conditioned upon: Club/Organization Boards approval of the agreement, as provided, Annual lease payment, and, any documentation required under the terms and condition of the agreement.

- 1. Approximately 543 sq. ft., within CH3, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement (in the agenda packet), for use by the Genealogy Club, from January 1, 2020, to December 31, 2020.
- 2. Exclusive use of approximately 320 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement (in the agenda packet), for use by the Video Producers Club, from January 1, 2020, to December 31, 2020.
- 3. Exclusive use of approximately 239 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement (in the agenda packet), for use by the Theater Club, from January 1, 2020, to December 31, 2020.

Golden Rain Foundation Board Meeting Minutes, December 17, 2019

- 4. Exclusive use of approximately 434 sq. ft., within CH1, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement (in the agenda packet), for use by the Historical Society, from January 1, 2020, to December 31, 2020.
- 5. Exclusive use of approximately 910 sq. ft., within the 1.8 acres, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement (in the agenda packet), for use by Rolling Thunder, from January 1, 2020, to December 31, 2020.
- 6. Exclusive use of approximately 8,800 sq. ft., of exterior Trust Property located adjacent to the North/West perimeter wall off El Dorado, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement (in the agenda packet), for use by Mutual Eight, from January 1, 2020, to December 31, 2020.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Mutual Administration Committee

Capital Funding Request - Custom Programming for Mutual SRO Reports

The Mutual CFOs have requested to receive a monthly report in Excel that provides the same information as the PDF report currently being provided (SROs by Bill Code) listing all invoiced SROs to the respective Mutuals for the month. An Excel format is requested to provide sorting capabilities to better analyze the report data. Although the existing PDF report can be exported to Excel, the formatting of this export makes it impossible to sort the data.

Outsourced customization by our Dynamics software consultants is required to provide this report in an acceptable Excel format. The estimate for this customization is approximately \$5,000.

At its regularly scheduled meeting on December 9, 2019, the Mutual Administration Committee duly moved and approved the recommendation to the GRF Board to authorize funds, not to exceed \$5,000, for the custom programming necessary to generate the Mutual monthly SRO reports (SROs by Bill Code), pending Finance Committee review.

At its meeting on December 16, 2019, the Finance Committee determined sufficient capital funds are available for this expenditure.

Ms. Gerber MOVED, seconded by Mr. Dodero -

TO approve Capital funding, not to exceed \$5,000, for custom programming necessary to generate the Mutual monthly SRO

Golden Rain Foundation Board Meeting Minutes, December 17, 2019

reports (SROs by Bill Code), in an Excel sortable format, if a reasonable solution cannot be identified.

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

The motion was carried unanimously by the Board members present.

<u>Capital Funding Request – Micro Trenching Machine, Service Maintenance</u>

The Service Maintenance Department has been receiving an abnormal amount of walk light outages due to defective sections of wire in the ground; as a result, it is required to locate, trench, and replace those sections to restore light at the walkways. In order to complete the work more efficiently and avoid workplace injuries, the Service Maintenance Department requests authorization to purchase the Barretto Micro Trencher.

On September 9, 2019, the Mutual Administration Committee moved to recommend the Finance Committee review and determine if Capital funds are available for the purchase of a mini trencher, for the Service Maintenance Department, for a cost not to exceed \$11,557 and recommended the GRF BOD approve the purchase. On September 16, 2019, the Finance Committee determined sufficient Capital funding was available for this purchase.

Upon consultation with the manufacturer, it is deemed appropriate to downgrade from our original purchase request for the 918 model, Mini Trencher, to the 712/18MT model, Micro Trencher. This will allow us to cut cost while still achieving the desired end result. The following bids were received: B & M Lawn and Garden Center - \$9,007.15, Scotsco Inc. - \$9,744.13, and Accelerated USA – no estimate provided.

Ms. Snowden MOVED, seconded by Ms. Winkler -

TO authorize the Executive Director to purchase the Barreto Micro Trencher, for the Service Maintenance Department, from B & M Lawn and Garden Center, for a cost of \$9,007.15, plus \$500 for any contingencies, with a total cost not to exceed \$9,507.15, Capital funding.

Six Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board Directors present.

Golden Rain Foundation Board Meeting Minutes, December 17, 2019 Security, Bus & Traffic Committee

Amend 80-5538-1, Bus Safety Rules

At its meeting on December 11, 2019, the Security, Bus & Traffic Committee recommended the GRF Board of Directors amend 80-5538-1, Bus Safety Rules.

Mr. Dodero MOVED, seconded by Ms. Heinrichs-

TO amend 80-5538-1, Bus Safety Rules, which identifies the type of hand-pulled carts allowed on the buses at the driver's discretion, adds "assistive devices" to the items that must not protrude into the aisle, establishes a prohibition of pets, except for registered service animals on the buses, specifies the rules for transporting pets on the minibuses, for GRF approved pet event days, and affirms the bus drivers' authority.

Four Directors and the Executive Director spoke on the motion.

Mr. Dodero rescinded his motion and Ms. Heinrichs rescinded her second.

Mr. Lukoff MOVED, seconded by Mr. Friedman-

TO refer 80-5538-1, Bus Safety Rules, back to the Security, Bus & Traffic Committee, for further review.

One Director and the Executive Director spoke the motion.

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

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 provided an update on the pool.

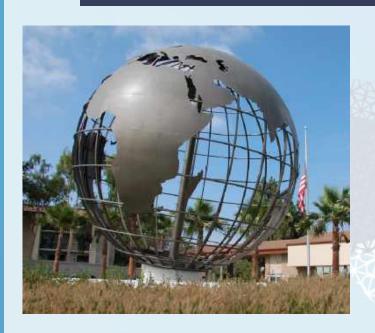
BOARD MEMBER COMMENTS

Seventeen Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 11:35 a.m.

Linda Stone GRF President dfb 12.17.19 The Golden Rain
Foundation provides an enhanced quality of life for our active adult community of Seal
Beach Leisure World.



January 28, 2020



President's Comments

MOVED and duly approved the placement of the Workers' Compensation Insurance, for the term of December 31, 2019 to December 31, 2020, on the December 17, 2019 Board agenda, as allowed within provisions of Civil Code §4930.

Approved Consent Agenda

MOVED and duly approved to adopt the Consent Agenda: Committee/Board meeting minutes for the month of November, as presented; minutes of the November 26, 2019 Golden Rain Foundation (GRF) Board of Directors (BOD), as amended; the December GRF Board Report as presented; and the financial statements, November 2019, for audit.

<u>Communications/IT Committee – **TENTATIVE VOTE**: Adopt 20-2806-2, Community Publications - Fees</u>

MOVED and duly approved to adopt 20-2806-2, Community Publications - Fees, which sets forth fees and guidelines for obituary submissions and articles from religious organizations, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

<u>Communications/IT Committee – Capital Funding Request – Main Gate and Yard Internet Upgrades – Ubiquiti</u>

MOVED and duly approved internet upgrades for the main gate and yard, in an amount not to exceed \$16,500, Capital Funds, and authorize the President to sign any applicable contracts.

<u>Executive Committee – **TENTATIVE VOTE**: Amend 30-5025-3, GRF Election Procedures</u>

MOVED and duly approved to amend 30-5025-3, GRF Election Procedures, accepting the amendments recommended by corporate counsel and with the Executive Committee, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

<u>Executive Committee – **EMERGENCY ACTION:** Approve Renewal of Workers' Compensation Insurance</u>

MOVED and duly approved renewal of our contract for Workers' Compensation Coverage, with Berkshire Hathaway Homestate Companies (BHHC), for the 2020 policy year, in the amount of \$225,812 and authorize the GRF President to sign the renewal.

<u>Finance Committee – Exclusive Use of Trust Property, Annual Lease Agreements</u>

MOVED and duly approved exclusive use of Trust Property, per the terms and conditions of the attached agreements and authorize the President to sign the agreements conditioned upon: Club/Organization Boards approval of the agreement as provided, annual lease payment and, any documentation required under the terms and condition of the agreement.

- 1. Approximately 543 sq. ft., within CH3, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Genealogy Club, from January 1, 2020, to December 31, 2020.
- Exclusive use of approximately 320 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Video Producers Club, from January 1, 2020, to December 31, 2020.
- 3. Exclusive use of approximately 239 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Theater Club, from January 1, 2020, to December 31, 2020.
- 4. Exclusive use of approximately 434 sq. ft., within CH1, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Historical Society, from January 1, 2020, to December 31, 2020.
- 5. Exclusive use of approximately 910 sq. ft., within the 1.8 acres, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Rolling Thunder, from January 1, 2020, to December 31, 2020.
- 6. Exclusive use of approximately 8,800 sq. ft., of exterior Trust Property located adjacent to the North/West perimeter wall off El Dorado, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Mutual Eight, from January 1, 2020, to December 31, 2020.

<u>Mutual Administration Committee – Capital Funding Request - Custom Programming for Mutual SRO Reports</u>

MOVED and duly approved Capital funding, not to exceed \$5,000, for custom programming necessary to generate the Mutual monthly SRO reports (SROs by Bill Code), in an Excel sortable format, if a reasonable solution cannot be identified.

<u>Mutual Administration Committee – Micro Trenching Machine, Service Maintenance</u> MOVED and duly approved to authorize the Executive Director to purchase the Barreto Micro Trencher for the Service Maintenance Department, from B & M Lawn and Garden Center, for a cost of \$9,007.15 plus \$500 for any contingencies, with a total cost not to exceed \$9,507.15, Capital funding.

<u>Security, Bus & Traffic Committee – Amend 80-5538-1, Bus Safety Rules</u> MOVED and duly approved to refer 80-5538-1, Bus Safety Rules, back to the Security, Bus & Traffic Committee for further review.

Recap of GRF Committees' Activity

January 2020

CANCELLED: January 1, 2020, Governing Documents Committee

CANCELLED: January 2, 2020, Architecture and Design Review Committee

January 6, 2020, Recreation Committee

- MOVED recommend that the Recreation Committee grants a variance to the commercial use prohibition and permits Golden Age Foundation to sponsor and facilitate a periodic bicycle repair service event, provided by Velofix, at the Clubhouse Two parking lot, the scheduling of such events to be coordinated with the Recreation Department, pending receipt of all required insurance paperwork;
- MOVED approve the general specifications as amended and forward the specifications to the Physical Property Committee to fully develop the scope of work and seek proposals as needed to fulfill the scope of work. Upon finalization of all relevant costs, staff is directed to forward the project to the Finance Committee for funding and upon securing funding, forward the action to the GRF Board for final approval;
- CONCURRED to request the Recreation Director bring back additional information pertaining to Concessions, for further review;
- MOVED to request staff collect cost to have a consultant professionally evaluate the space;
- CONCURRED to approve the 2020 GRF Valentine's Day Dance;
- MOVED to recommend the GRF Board amend 70-1400-1, Co-occupants and Qualified Permanents Residents (QPR) Use of Clubhouses, as amended.

January 7, 2020, Physical Property Committee

- MOVED to approve the completion of project #920-19, Clubhouse Six Ambulance Room;
- CONCURRED to request the Executive Director draft a request to the GRF Board for conceptual approval to place a ballot drop box inside the community;
- MOVED to recommend the GRF Board approve the removal of 1,250' of existing block wall and replace with 6' high chain link fence with PVC privacy slats by Quality Fence Company Inc. for a total cost of \$79,680 and add \$4,320 in contingencies for a total cost of \$84,000, Reserve funding, pending review by the Finance Committee;
- MOVED to direct staff to source all applicable cost to fulfill the general specifications for Clubhouse Three, Learning Center, for Committee review at the February meeting;
- CONCURRED to discuss 2020 Street Replacement at the February meeting;
- CONCURRED to decline the Mutual Five's request to close the walkway wall opening, as presented, and requested the Facilities Director contact the Mutual Board;
- CONCURRED to direct staff to bring cost, for review, for 1.8 Electrical at the February meeting;
- CONCURRED to decline CARE's request to install laminate flooring in place of carpet and to have the floors professionally cleaned by Innovative Cleaning Services;
- MOVED to accept the donation of a park bench from the Sunshine Club and place it at Clubhouse Two, and send a letter of thanks to the Sunshine Club;
- CONCURRED to discuss alternative energy at an upcoming meeting;
- MOVED to request staff remove the speed bump at the St. Andrew's Gate due to the installation of a stop sign, Operating funding;
- CONCURRED to direct staff to review the six bids opened for Fire Protection Services for 2020-2022 and bring a recommendation to the February meeting.

January 8, 2020, Security, Bus & Traffic Committee

 MOVED to initiate a new policy to define the number of guests that may be added to the "anytime preferred" access list is 4; such policy shall include a form which clearly states the requesting party, relationship to the shareholder and a signature line in which the Shareholder acknowledges that the Shareholder is solely responsible to the actions of their guests;

- MOVED to authorize Committee Member Isom to collaborate with Communications and IT Director to finalize the entry pass, adding a field for driver's license information;
- CONCURRED to take no action regarding 50-5536.01-1, Guest Passes and review at the next Committee meeting;
- MOVED to recommend the GRF BOD approve 80-5538-1, Bus Safety Rules, as amended;
- CONCURRED to take no action and bring back to the next scheduled meeting the following governing documents: 80-5536-1, Guest Passes, 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, 80-1928-1, Golf Carts Parking Rules and Regulations.

January 9, 2020, Communications & IT Committee

- CONCURRED to request the IT Supervisor present the quotes from the providers (Superwire, Fonality, and Vonage) on one spreadsheet for review at the February meeting;
- CONCURRED to move forward with three social media platforms Facebook, Instagram and Twitter, and have the Director of Communication & Technology provide the Committee with an update on proposed handles, and the Executive Director acquire the available domain;
- CONCURRED to summarize the changes for LW Community map for discussion at the February meeting;
- CONCURRED to review the Community Guide cover options at the February meeting.

January 10, 2020, Executive Committee

- MOVED to redact corporate counsel information from any GRF Governing Documents;
- CONCURRED to change the time of the January GRF BOD meeting from 6 p.m. to 10 a.m.;
- CONCURRED to schedule the afternoons of March 25 and 26, in the Administration conference room, to informally meet with GRF representative candidates;
- MOVED to recommend the GRF BOD approve the amended (including assignment of a document number) GRF Director Document, as amended by the Executive Committee;
- CONCURRED to review the following GRF Governing Documents at the February meeting: 30-1021-1, Posting of Signs on Trust Property, 30-1220-1, Sub-committee Resident Specialist, 30-5020-1, Organization of the Board, 30-5092-1, Code of Ethics 30-5092.01-1, BOD Censure Procedure.

January 13, 2020, Mutual Administration Committee

- CONCURRED to accept the times for inclusion in the Stock Transfer Office's Welcome Packet to new members, as amended to remove the GRF Notice of Disclosure;
- CONCURRED to discuss the Legal Requirement to Include Printed GRF and Mutual Documents in the Welcome Packet at the February meeting;
- MOVED to amend the Power of Attorney Notice and Disclosure, as amended;
- CONCURRED to approve the maintenance of Resource Racks within the Library and Building 5; the Executive Director will forward a request to the Architectural Design and Review Committee (ADRC), to review an alternative design for the racks.

January 14, 2020, Facilities and Amenities Review Ad hoc Committee

No action taken at the meeting.

CANCELLED: January 15, 2020, Strategic Planning Ad hoc Committee

January 16, 2020, Finance Committee

- MOVED to authorize the Finance Director, write off \$1,000 of an uncollectible news advertiser account;
- MOVED and recommended the GRF Board accept for audit and forward to the GRF Board the
 preliminary financial statements for period ending December 2019, as presented by the Director
 of Finance and as reviewed by the Finance Committee;
- MOVED and recommended the GRF Board authorize the purchase of brokered CDs through Bancorp (\$900,000) and Morgan Stanley (\$100,000) totaling \$1,000,000 of reserve funds, with terms ranging from twelve to eighteen months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisor;
- MOVED to inform the Board that the Finance Committee has determined Non-scheduled Reserve Funds, in the amount of \$87,847, are available and have placed a temporary hold on these funds, pending Board action on the proposed, to replace the existing block wall with a chain link fence, as being recommended to the Board by the Physical Property Committee, per the Committees action request of January 7, 2020, Allan's Alley wall replacement;
- MOVED and recommended the GRF Board amend 40-2230-3, Authorized Signatories, as amended.

January 21, 2020, Website Redesign Committee

 MOVED to extend the RFP submission deadline to two more weeks (January 31st), and collect remaining bids, excluding ADA compliance, for a website. The Committee requested the Director of Communication and Technology obtain a revised bid from "Revize" that would include ADA compliance fees and provide the Committee with a definition of ADA for a website and the difference between ADA and WCAG.

CANCELLED: January 23, 2020, Management Services Review Ad hoc Committee

Preliminary

Financial Recap - December 2019

As of the twelve-month period ended December 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$500,683.

Major variances are:

Wages, Taxes & Benefits	653,645	Favorable: Wages \$289K; P/R Taxes \$52K; Workers Comp \$36K; Group Ins \$245K; 401(k) Match \$29K
Temporary Agency Fees	(263,959)	Unfavorable: Temporary help for key positions.
Facilities Rentals & Maintenance	69,551	Favorable: Landscaping \$77K; Bldg & Equip Maint. (\$23K); Service Contracts \$15K
Interest Income	148,190	Favorable: Actual yields > planned
News Advertising	(245,621)	Unfavorable: Budget planned more aggressive sales
Other Income	139,611	Favorable: Purchasing Processing Recovery \$54K; Lost Member ID Card \$20K; Other Fees \$65K

Reserve Funds	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details,
Repairs & Replacements	\$10,526,625	\$1,808,594	\$8,718,031	7

Caultal Franks	Fund	Allocated	Unallocated	For details,	
Capital Funds	Balance	Funds	Funds	see page	
Capital Improvements	\$2,477,743	\$200,607	\$2,277,136	8	

Total year-to-date approved unbudgeted operating expenses are \$44,428.

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** FINANCE COMMITTEE (CM)

SUBJECT: ACCEPTANCE OF THE PRELIMINARY DECEMBER 2019 FINANCIAL

STATEMENTS

DATE: JANUARY 28, 2020

CC: FILE

At the regularly scheduled meeting of the Finance Committee on January 16, 2020, 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 preliminary December 2019 financial statements for audit.

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

Financial Recap – December 2019

As of the twelve-month period ended December 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$500,683.

Major variances are:

Wages, Taxes & Benefits	653,645	Favorable: Wages \$289K; P/R Taxes \$52K; Workers'
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	Fund	Allocated For Current	Allocated For Future	For details,
Reserve Funds	Balance	Projects	Projects	see page
Repairs & Replacements	\$10,526,625	\$1,808,594	\$8,718,031	7

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$2,477,743	\$200,607	\$2,277,136	8

Total year-to-date approved unbudgeted operating expenses are \$44,428.

01/09/2020 11:54 AM 1020 Golden Rain Foundation Balance Sheet - GRF 12/31/2019

Preliminary

Page: 1

P.O. Box 2069 Seal Beach CA 90740

	Description		
	•		
	Current Assets:		
	Cash & cash equivalents	422,587	
1122000	Non-Restricted Funds	28,151	
	Receivables	563,578	
	Prepaid expenses	489,771	
	Inventory of maintenance supplies	419,310 	
	Total Current Assets		1,923,397
	Designated deposits		
1211000	Contingency Operating Fund	700,000	
	Reserve Fund	10,526,625	
1212500	Capital Improvement Fund-GRF	2,477,743	
	Total designated deposits		13,704,368
	Notes Receivable		
1411000	Notes Receivable	42,384	
	Total Notes Receivable		42,384
	Fixed Assets		
	Land, Building, Furniture & Equipment	37,370,018	
	Less: Accumulated Dep'n	(23,355,983)	
	Net Fixed Assets		14,014,036
	Other Assets		
	Total Assets		29,684,185
	Total Assolis		

1020 Golden Rain Foundation Balance Sheet - GRF 12/31/2019

Preliminary

Page: 2

P.O. Box 2069 Seal Beach CA 90740

_			
	Description		
	Liabilities & Equity		
	Current Liabilities: Accounts payable Project Committments Prepaid Deposits Accrued payroll & payroll taxes Unearned Income Accrued expenses Accrued property taxes	344,140 663,134 10,675 660,700 101,372 175,737 26,926	
	Total Current Liabilites	1,982,684	
	Total Liabilities		1,982,684
	Equity		
3211000 3212000 3394000 3310000	Mutuals' Beneficial Interest Contingency Operating Reserve Equity Reserve Equity Capital Fund Equity Beneficial Interest in Trust	700,000 9,866,058 2,455,247 13,090,230	
	Total Mutuals' Beneficial Interest		26,111,534
	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	(536,630)	
	Total Excess Income		(536,630)
3920000	Dep'n & Amortization		(4,131,555)
	Net Stockholders' Equity		27,701,500
	Total Liabilities & Stockholders' Equity		29,684,185
			<u> </u>

Golden Rain Foundation Cash Flow Activity - All Reserves For the Period Ended December 31, 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
•	658) (27)	150,000	1,250,000 1,235,839 5,926 127,600 (1,565,490) (260,174)	1,235,839 5,926 12,879 (419,906)	(150,000)	1,250,000 2,471,678 11,853 140,478 - (1,985,396) (260,174)
Interest Income Allocation Net Monthly Activity	_				152,606	- 152,606
Balance 12/31/2019	=	700,000	10,526,625	2,477,743	28,151	13,732,519
Net Activity		150,000	793,701	834,738	2,606	1,781,045

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Golden Rain Foundation Cash Flow Activity - All Reserves For the Month of December 2019

		Contingency		Capital		
		Operating	Reserve	Improvement	Nonrestricted	
		Fund	<u>Fund</u>	Fund	<u>Funds</u>	Total
Balance 11/30/2019		-	10,260,460	2,257,505	256,834	12,774,798
Funded: Assessments			104,164			104,164
Funded: Amenities Fees collected*	(77)		275,283	275,283		550,565
Funded: M17 Lease Fees collected **	-		27	27		53
Funded: Interest on Funds			21,358	2,886		24,244
Progress Payments on CIP						-
Expenditures			(134,665)	(57,956)		(192,622)
Commitments			-			-
Replenish funds for Donated Assets						-
Transfers between funds		700,000				700,000
Net Monthly Activity					(228,683)	(228,683)
Balance 12/31/2019	- -	700,000	10,526,625	2,477,743	28,151	13,732,519
Net Activity		700,000	266,166	220,239	(228,683)	957,721

^{*68} of Memberships totaling \$258,196 were collected in November and transferred in December.

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^{*77} of Memberships totaling \$292,369 were collected in December and applied in December

^{**1} of Lease fee totaling \$53.37 was collected in November and transferred in Dec.

Golden Rain Foundation Quick Balance Sheet Analysis For the Period Ended December 31, 2019

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	450,738	562,616	(111,878)
Current Assets	15,627,765	15,396,380	231,385
Current Liabilities	1,982,684	2,260,124	(277,440)
Current Ratio	7.88	6.81	
Designated Deposits: Reserve Fund Liability & Disaster Insurance Fund Capital Improvement Fund Contingency Operating Fund	13,704,368	12,517,964	1,186,404

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,507,972	1,428,604	79,368	5.56
Expense	1,584,863	1,443,627	(141,236)	(9.78)
Excess Income or (Expense)	(76,891)	(15,023)	(61,868)	, ,
Year To Date	Actual	Budget	Variance	%
Income	18,551,266	17,053,833	1,497,433	8.78
Expense	18,050,583	17,053,833	(996,750)	(5.84)
Excess Income or (Expense)	500,683	0	500,683	` ,

Full Time Equivalents				
	For the Month	Average YTD	Planned - 2019	
	154.69	158.21	169.09	

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** FINANCE COMMITTEE (CM)

SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE

DATE: JANUARY 28, 2020

CC: FILE

At the regularly scheduled meeting of the Finance Committee on January 16, 2020, 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 through US Bancorp (\$900,000) and Morgan Stanley (\$100,000) totaling \$1,000,000 of reserve funds, with terms ranging from twelve (12) to eighteen (18) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

I move to approve the purchase of brokered CDs through US Bancorp (\$900,000) and Morgan Stanley (\$100,000) totaling \$1,000,000 of reserve funds, with terms ranging from twelve (12) to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors.

Reserve Funds Investment Ladder as January 10, 2020

	Maturity	Investment		
Term	Month	Amount	Rate	Loc
0	Feb-20	1,000,000	2.65%	U
1	Mar-20	1,035,000	2.65%	U
2	Apr-20	246,000	2.70%	U/M
3	May-20	500,000	2.50%	U
4	Jun-20	245,000	1.90%	U/M
8	Jul-20	778,000	2.65%	U
6	Aug-20	735,000	2.40%	М
7	Sep-20	490,000	2.85%	U
8	Oct-20	246,000	2.75%	U/M
9	Nov-20	490,000	1.95%	М
10	Dec-20	1,097,448	1.70%	М
11	Jan-21	245,000	2.85%	U
12	Feb-21	245,000	2.35%	М
13	Mar-21	-	3.10%	U/M
14	Apr-21	245,000	2.75%	U
15	May-21	245,000	1.76%	М
16	Jun-21	-		
17	Jul-21	245,000	3.05%	U
18	Aug-21	-	3.15%	U
19	Sep-21	-		
20	Oct-21	245,000	2.75%	U
21	Nov-21	-		
22	Dec-21	-		
23	Jan-22	-		
24	Feb-22	-		
25	Mar-22	-		
26	Apr-22	-		
27	May-22	-		
28	Jun-22	-		
29	Jul-22	-		
30	Aug-22	-		
31	Sep-22			
32	Oct-22			
33	Nov-22			
34	Dec-22			
35	Jan-23	-		
36	Feb-23	-		



Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS

FROM: RANDY ANKENY, EXECUTIVE DIRECTOR

SUBJECT: CONCEPTUAL APPROVAL - ORANGE COUNTY REGISTRAR, ONSITE

VOTING DROP BOX

DATE: JANUARY 10, 2020

CC: FILE

The Orange County Registrar of Voters has approached GRF to seek interest in the hosting of a ballot drop off box (see Exhibit A) in accordance with the Voters Choice to Act, upon Trust Property.

In review and consideration of this request, it has been determined Committee purview and, ultimately recommendation to the Board may fall within the scope of three (3) Committees (Physical Properties, Recreation and ADR Committees); the initial action deemed necessary is formal Board action to approve the use of Trust Property to host a ballot drop off box.

Of note, a central, recognizable and accessible location with has been tentatively identified as the Southeast side of the onsite Post Office:



Dimensions, appearance and frequently asked questions on the ballot drop off boxes are provided in Exhibit A.

Notes:

- Dependant on Board action on this matter, finalization and ultimate placement of the ballot drop off box would not be in time for the March Primary election.
- Orange County Registrar Of Voters approval of the proposed location is attached as Exhibit B.
- Draft agreement is attached as Exhibit C.

I move to approve the use of Trust Property for the hosting of an Orange County Registrar of Voters ballot drop off box.

If the above motion passes, action is required to:

Option A:

I move to approve the location for the hosting of the Ballot Drop Off Box as the Southeast side of area commonly identified as the onsite Post Office and as identified on the Registrar of Voters License Agreement, LA-137, and authorize the President to sign the agreement.

Option B:

I move to forward selection of the location of the Ballot Drop Off Box to the _____ (ADRC or Physical Properties or Recreation Committee) and request that the Committee provide a recommendation to the Board for the March 2020 Board agenda.











Exhibit A

ORANGE COUNTY REGISTRAR OF VOTERS

Thank you for your interest in hosting a Ballot Drop Box! Please review the information and specifications below. This will help you determine if your site is a good fit for a potential Ballot Drop Box location.

Our office will assess the requirements of the Voter's Choice Act to see if your site fulfills criteria including parking, proximity to public transportation, community access, and access to voters with disabilities.

Once a site is selected, a formalized agreement will be provided specifying obligations of the County of Orange, outlining easement and/or planning requirements and defining the commitment to participation.

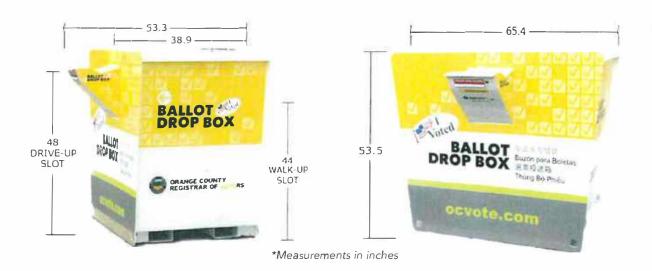
March 3, 2020 Primary Election

Permanent Drop Box Locations Open Monday, February 3 to Tuesday, March 3

- Permanent installation, year-round (Pursuant to the license agreement)
- Metal construction, weight 1,000 lbs.
- Placement visible to the public
- Accessible 24/7
- County of Orange incurs cost of installation, maintenance and upkeep
- Location covered by security cameras highly desired

30 Days of Voting with Ballot Drop Boxes

29 days before Elect drop-off boxes open vote-by-mail ballots	ion: for	3	4	5	6	7	8
rote by man bimpets	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	1	2	3	-			
Í	Election drop-of Vote open fo	f boxe Center	s and				































ORANGE COUNTY REGISTRAR OF VOTERS

BALLOT DROP BOXES

What to Expect - Next Steps

- A site visit will be completed to determine the best location for Ballot Drop Box placement, as well as the completion of an accessibility assessment.
- Once it is determined that the site meets the requirements, an agreement will be executed between the proposed entity and the County of Orange.
- All required insurance, permits, and agreements will be approved by the County of Orange and City agencies, if necessary.
- A parcel check will be completed to ensure there are no obstructions with utilities or any liens or easements exist on the specified location.
- Ballot Drop Box delivery and installation date will be confirmed directly with the location's contact.
- Installation is ready to begin as early as August 2019.
- A regular maintenance schedule will be kept, ensuring the Ballot Drop Box is clean, in working order and has not been vandalized or tampered with.
- 29 days prior to an election, the Ballot Drop Box mail slots will be opened by County of Orange employees.
- On Election Night, at 8pm the Ballot Drop Box will be locked by County of Orange employees.
- Extensive marketing will be sent to all Orange County voters notifying them of the Ballot Drop Off locations that will include the facility name and address. This will include targeted mailings, social media, print and television ads, and the Voter Information Guide.





























ORANGE COUNTY REGISTRAR OF VOTERS

BALLOT DROP BOXES

Frequently Asked Questions

What is a Ballot Drop Box?

A Ballot Drop Box is a secure and locked receptacle where a voter can drop off their vote-by-mail ballot in the same manner they would at a mailbox. Ballots will only be picked up by election officials from the Registrar of Voters.

Why are Ballot Drop Boxes being installed?

In 2016, California legislation passed SB 450 also known as the Voter's Choice Act. This allows counties in California to provide voters more options on how, when, and where they cast their ballots during an election. In February 2019, the County Board of Supervisors voted to enact the Voter's Choice Act in Orange County. Starting in 2020, all voters in Orange County will receive a vote-by-mail ballot. Voters will be able to mail in their ballot (no postage necessary), drop it off at any Vote Center located within the County, or place it inside a secure Ballot Drop Box. These options offer more flexibility, access, and convenience when casting their vote.

How are Ballot Drop Box locations determined?

Locations are determined by election officials. Along with public input, locations must also consider the required criteria outlined in the Voter's Choice Act. Examples of these criteria include proximity to public transportation hubs, communities with historically low vote-by-mail usage, proximity to population centers, proximity to voters with disabilities, proximity to communities with low vehicle ownership, proximity to low-income communities, and traffic patterns.

How big is the Ballot Drop Box?

The box measures 53.5" Height x 38.9" Depth x 65" Width. It is made of 3/16" steel and weighs 1000 lbs.

Who will be conducting the installation?

Delivery, installation and all expenses will be handled completely by the County of Orange.

When will the Ballot Drop Box be installed? And how long will it take?

Ballot Drop Boxes will begin to be installed throughout the County beginning in August 2019. Installation will take approximately 3 hours to complete.

What responsibility does the host location have after the Ballot Drop Box is installed?

The Ballot Drop Box installation, upkeep and maintenance will be the sole responsibility of the County of Orange. Any questions can be directed to Espie Martinez, Vote Center Support Lead, at Espie.Martinez@rov.ocgov.com or (714) 567-7575.



























ORANGE COUNTY REGISTRAR OF VOTERS

BALLOT DROP BOXES

Frequently Asked Questions, Continued

When will the Ballot Drop Box be opened and closed?

The Ballot Drop Box will be opened 29 days before an election and will remain open for 24 hours every day until it is closed at 8:00 PM on election night.

Who is responsible for opening and closing the Ballot Drop Box?

An election official from County of Orange will be responsible for the opening and closing of the Ballot Drop Box.

When will ballots be picked up?

Collection of ballots will occur every 4 days from the opening of the Ballot Drop Box, and the frequency of pick-ups will increase as Election Day approaches.

What do we do if there is vandalism or issues reported with the Ballot Drop Box?

Please call the Registrar of Voters at 714-954-1901 immediately. An election official will conduct a site visit and inspection and will handle any reported issues.

What if someone drops something other than a ballot in the Ballot Drop Box?

The slot used to return ballots is ½" Height by 7" Width - making it difficult to insert anything other than an envelope into the slot. Any mail incorrectly placed in the Ballot Drop Box will be forwarded to the USPS. Any items meant to be delivered to the host location will be given directly to that location.















Mark Weaver

From: Carrillo, Imelda <imelda.carrillo@rov.ocgov.com>

Sent: Thursday, December 26, 2019 4:38 PM

To: Mark Weaver

Cc: Martinez, Espie; Chhim, Enedina; Berardino, Justin; Goulding, David

Subject: Ballot Box License Agreement - Seal Beach Leisure World

Attachments: LA-137 Leisure World Seal Beach.doc

Good afternoon Mark,

We have completed our site assessment and full review of the **Seal Beach Leisure World Post Office** and think it will make great location for a Ballot Drop Box.

Attached please find the License Agreement for your review and approval. Signature(s) are needed on page 9. Review page 7 and let me know if we should add any additional person to send a copy of the final signed agreement to. Since the property is owned by a trust, please provide proof of the trustee when returning the signed agreement.

We are getting close to our printing deadline and we kindly ask that you return the executed agreements by Monday, January 6, 2020 or sooner. This will allow us to keep pace with our Ballot Box installation process. Original signatures are required on the agreement. Upon execution, please email us a copy and return the original agreement to our office. We can also pick up originals from you.

If you would like to receive a fully executed original agreement, please provide us with two original copies of the signed agreement.

Once we receive the signed Ballot Box license agreement, we will reach out to you to schedule an installation appointment.

If you have any questions or if there is anything that we can assist with, please do not hesitate to contact me.

Thank you in advance for your assistance and partnership.

Imelda Carrillo | Election Services Manager | Orange County Registrar of Voters 1300 S. Grand Avenue, Bldg C | Santa Ana, California 92705 | (714) 567-5039 | Imelda.Carrillo@rov.ocgov.com





LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into December 26, 2019 ("Effective Date"), by and between GOLDEN RAIN FOUNDATION TRUST, (hereinafter referred to as "Licensor") and the COUNTY OF ORANGE, a political subdivision of the State of California, through its REGISTRAR OF VOTERS (hereinafter referred to as "County"), without regard to number and gender. County and Licensor may sometimes hereinafter be referred to individually as "Party" or jointly as "Parties."

1. DEFINITIONS (SALic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

"Chief Real Estate Officer" means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to County, such other person as shall be designated by the County Executive Officer.

"County Executive Officer" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to County, such other person or entity as shall be designated by the Board of Supervisors.

"Official Ballot Drop Box" means a mail ballot drop box.

2. LICENSE AREA (SALic-1.1 S)

Licensor grants to County, and its agents and contractors, the right to access and use a portion of that/those certain property(ies), described on Exhibit A and shown on Exhibit B (hereinafter referred to as the "License Area(s)"), which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area. Licensor represents and warrants that the License Area is free and clear of easements, including utility easements that would impede the County's use of the License Area, as set forth below. The Parties agree that the License Area may be modified by County pursuant to the terms herein. If, for example, the License Area includes multiple properties, the County may reduce the number of properties within the License Areas, pursuant to Clauses 6 and 21, below.

3. COUNTY AND PUBLIC USE (SALic-1.2 S)

a. County's use of the License Area shall be limited to installing, operating, and maintaining an Official Ballot Drop Box on the License Area. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

1

Orange County

- b. The Parties further acknowledge and agree that the County's use of the License Area is for the operation of an Official Ballot Drop Box consistent with the California Voter's Choice Act. Licensor grants to voters, and other County invitees, the right of access to the License Area, described in Clause 2 (License Area), above, for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Official Ballot Drop Box shall be open 24 hours a day for the 30 days prior to an election ("Election Period"). County shall endeavor to notify Licensor with an election schedule no later than 30 days before the Election Period pursuant to Clause 30 (NOTICES).
- c. Consistent with the uses outlined in this Clause 3, Licensor shall notify the County within 24 hours of any change to the License Area or surrounding property that would make the Official Ballot Drop Box inaccessible during the Election Period and frustrate the intent of this License.

4. PARKING (SALic-1.3 S)

Licensor, throughout the Term, as set forth below, shall provide County, and its invitees, with the non-exclusive use of parking spaces. The location and any rules or instructions for use of these parking spaces shall be determined by the Licensor and provided to the County no later than the commencement of the first Election Period after the Effective Date.

In addition to said parking spaces, Licensor shall also provide parking for disabled persons ("ADA Spaces") in accordance with the Americans with Disabilities Act, the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERM (SALic-1.5 S)

This License shall commence on the Effective Date written above and shall continue in effect for five (5) years ("**Term**") or as otherwise terminated in accordance with Clause 6 (TERMINATION) of this License.

6. TERMINATION (SALic-1.6 S)

This License shall be revocable by either Party at any time; however, as a courtesy, the terminating Party will attempt to give ninety (90) days written notice to the other Party prior to the termination date. In the event the County modifies the License Area pursuant to Section 21 (Amendments) – for example, by removing property or properties from the License Area – said modification shall not terminate the License for the remaining property or properties that comprise the License Area.

7. LICENSE FEE (SALic-1.7 N)

In consideration for the valuable public services provided to the citizens of the County of Orange performed by County consistent with Clause 3 (USE) above and pursuant to this License, the license fee shall be waived for County's use of the Licensed Area.

8. UTILITIES, MAINTENANCE AND JANITORIAL (SALic-1.8 S)

Licensor shall be responsible for all janitorial, maintenance and repairs outside of the License Area, (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County's negligence or intentional acts not in accordance with the uses permitted herein, per Clause 3 (USE), above and not including normal wear and tear.

9. ALTERATIONS (SALic-1.9 S)

County may make improvements and changes, at the County's expense, in and to the License Area, including, but not limited to changes described in Exhibit C, attached hereto, and those deemed necessary or appropriate by the County in its discretion, subject to advance written permission from Licensor. It is agreed that any such improvements attached to or placed upon the License Area by County shall be considered as personal property of County, who shall have the right, but not the obligation, to remove same. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

10. OWNERSHIP OF IMPROVEMENTS (SALic-2.0 S)

- a. All improvements, constructed or placed within the License Area by County ("County Improvements") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The County Improvements shall remain property of County and shall be removed by County at the termination of this License, without damage to the License Area.
- b. The County Improvements to be installed on the License Area shall include the Official Ballot Drop Box as specified in the included Exhibit C. The County shall be responsible for all costs incurred in the installation of the County Improvements. The County's agents shall coordinate the installation of the County Improvements with the Licensor.

11. OPERATIONAL REQUIREMENTS OF COUNTY (SALic-2.1 N)

County shall, to the satisfaction of Licensor, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be County's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair. Licensor shall endeavor to notify the County when Licensor observes that maintenance is necessary.

County expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of Licensor and in compliance with all applicable laws.

In the event the Licensor determines, in its reasonable discretion, that an employee, contractor, or invitee of County is failing to adhere to proper standards of public conduct, is in violation of any Licensor policy and/or is in any way disrupting the activities of the Licensor's employees, students, and/or invitees, the Licensor reserves the right to remove said individual, and/or require County to remove said individual from the License Area. If warranted, County shall endeavor to prohibit said individual's future access to the License Area, subject to applicable law.

Orange County 3

12. VIDEO SECURITY SURVEILLANCE SYSTEM

If feasible, the County shall have access to any video security surveillance footage recorded and stored by Licensor in order for the County to meet its statutory and regulatory requirements under the California Voter's Choice Act.

13. INDEMNIFICATION (SALic-2.3 S)

- a. Licensor hereby agrees to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensor, except for liability arising out of the sole negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensor shall pay to County its litigation costs, expenses and attorneys' fees.
- b. County hereby agrees to indemnify, hold harmless, and defend Licensor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the negligence of Licensor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event Licensor is named as co-defendant, County shall notify Licensor of such fact and shall represent Licensor, with counsel approved by Licensor, in such legal action unless Licensor undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Licensor its litigation costs, expenses and attorneys' fees.
- c. In the event judgment is entered against County and Licensor because of the concurrent active negligence of County and Licensor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- d. The provisions of this Section shall survive the termination or expiration of this License.

14. ASSIGNMENT AND SUBAGREEMENTS (SALic-2.4 N)

Any assignment of this License or sublicenses under this License require the prior written approval of Licensor, which approval will not be unreasonable withheld, conditioned or delayed.

15. EMPLOYMENT (N)

No County employee shall be considered as an employee of the Licensor under the jurisdiction of Licensor, nor shall such County employees have any Licensor pension, civil service, or other status while an employee of County.

County shall have no authority to contract on behalf of Licensor. It is expressly understood and agreed by

both Parties hereto that County, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of Licensor.

16. SIGNS (SALic-2.7 S)

Licensor agrees to allow County to install and maintain any sign or display upon or in front of the License Area and/or property. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensor signage on the property upon which the License Area is located.

17. ELECTIONEERING

No electioneering, is permitted within 100 feet of the Official Ballot Drop Box during the Election Period. Licensor agrees that County and its staff may take steps they deem reasonably necessary to stop or prevent such electioneering. Licensor, its officers, agents, and employees will refrain from erecting or permitting any sign, display, or other demonstration that may have the effect of influencing or intimidating voters during the Election Period. County may take the steps they deem reasonably necessary to obscure or remove any such sign, display, or other demonstration. For purposes of this section, "electioneering" means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of the Official Ballot Drop Box. Such electioneering information includes but is not limited to,

- 1. Display of a candidate's name, likeness, or logo;
- 2. A display of a ballot measure's number, title, subject, or logo;
- 3. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
- 4. Dissemination of audible electioneering information; and/or
- 5. Loitering near or disseminating visible or audible electioneering information.

18. AUTHORITY (SALic-2.8 S)

The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

19. LICENSE ORGANIZATION (SALic-2.9 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

20. AMENDMENTS (SALic-3.0 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties; however, County may modify the License Area, in its discretion, upon written notification from the Chief Real Estate Officer informing Licensor of the modification and the date

the modification will become effective. Based on such written notice the Parties agree to thereafter amend this License to reflect the revised License Area if so desired by either Party.

21. PARTIAL INVALIDITY (SALic-3.1 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. WAIVER OF RIGHTS (SALic-3.2 S)

The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Licensor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

23. GOVERNING LAW AND VENUE (SALic-3.3 N)

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

The Parties expressly understand and agree that this License constitutes a license for use of the License Area. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this License in any action or proceeding brought by County against the Licensor, or by the Licensor against County. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

24. ATTORNEYS' FEES (SALic-3.4 S)

In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

25. TIME OF ESSENCE (SALic-3.5 S)

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

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26. CONDITION OF LICENSE AREA UPON TERMINATION (SALic-3.7 S)

Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of said License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

27. RELATIONSHIP OF PARTIES (SALic-3.9 S)

The relationship of the parties hereto is that of Licensor and County, and it is expressly understood and agreed that Licensor does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County's business or otherwise.

28. NOTICES (SALic-4.0 S)

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: COUNTY

County of Orange Registrar of Voters Facilities Operations 1300 South Grand Ave., Bldg. C Santa Ana CA, 92705 Attention: Kim Hostler

kim.hostler@rov.ocgov.com 714 567-5107

With a copy to:

To: LICENSOR

Golden Rain Foundation Trust 13533 Seal Beach Blvd., Seal Beach CA, 90740 Attention: Linda Stone president@lwsb.com 562 431-6586

With a copy to:

County of Orange County Executive Office 333 West Santa Ana Blvd., 3rd Floor Santa Ana, CA 92701-4084 Attn: Thomas A. Miller, Chief Real Estate Officer

29. ATTACHMENTS TO LICENSE (SALic-4.1 S)

This License includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Exhibit A – License Area Description Exhibit B – Location Map Exhibit C – Official Ballot Drop Box Specifications

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM: OFFICE OF COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA	LICENSOR
	Ву
Beputy	Title
	Ву
	Title
RECOMMENDED FOR APPROVAL	
REGISTRAR OF VOTERS	
By Neal Kelley, Registrar of Voters	
CEO/REAL ESTATE SERVICES	COUNTY
CEU/REAL ESTATE SERVICES	COUNTY OF ORANGE
ByManager	By Thomas A. Miller, Chief Real Estate Officer County Executive Office Per Ordinance 15-009 of the Board of Supervisors and Minute Order date June 9, 2015
	Date:

EXHIBIT A

LICENSE AREA DESCRIPTION

Property Owner: Golden Rain Foundation Trust Current Location: Leisure World Seal Beach

NOT TO BE RECORDED

DRAWUE COUNTY REDISTRAY OF VOTERS

BALLOT DROP BOXES

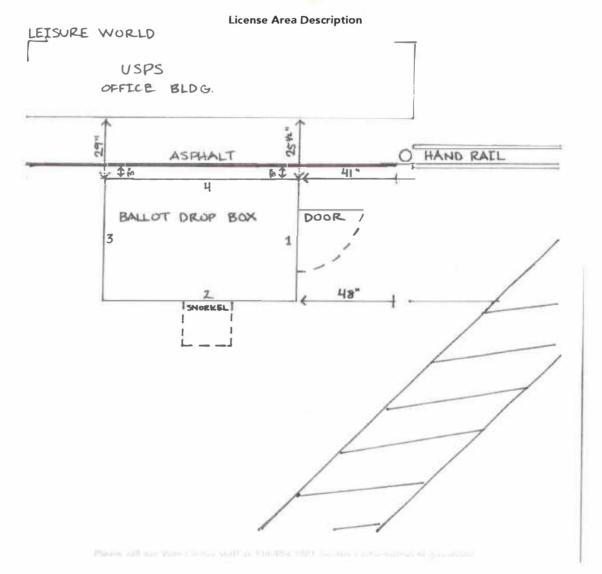


EXHIBIT B

LOCATION MAP

Property Owner: Golden Rain Foundation Trust Current Location: Leisure World Seal Beach

GPS COORDINATES: 33°45'60" N 118°5'8" W

Leisure World Seal Beach

Leisure World Post Office



EXHIBIT C

OFFICIAL BALLOT DROP BOX SPECIFICATIONS

The Official Ballot Drop Box shall have the following specifications:

Metal construction
 Weight: 1,000 pounds
 Height: 53.5 inches
 Width: 65.4 inches
 Depth: 53.3 inches

As further detailed in the image below:



All boxes will need to be installed with anchor bolts designed for concrete or bolts cast into the concrete prior to box installation. Minimum installation requires four (4) bolts at 3/4" (at minimum). There are eight (8) fabricated 7/8" diameter holes with 3/16" recess in the box specifically for these bolts.

Some installations may require leveling and pouring of a concreate pad, if no concrete pad currently exists or is not level at the install location. Additionally, any relocation or redirection of landscaping irrigation will be covered as part of the installation process.

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS

FROM: COMMUNICATIONS/IT COMMITTEE

SUBJECT: ADOPT 20-2806-2, COMMUNITY PUBLICATIONS - FEES (FINAL VOTE)

DATE: JANUARY 7, 2020

CC: FILE

At its meeting on December 12, 2019, the Communications/IT Committee recommended the GRF Board of Directors adopt 20-2806-2, Community Publications - Fees.

At its meeting of December 17, 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 December 19 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.

Two items of correspondence were received, regarding adoption of 20-2806-2, Community Publications - Fees, during the 28-day notification to the membership period and are attached.

I move to adopt 20-2806-2, Community Publications - Fees, which sets forth fees and guidelines for obituary submissions and articles from religious organizations, as presented.

January 22, 2020

GRF BOARD at deannab@lwsb.com

In response to tentative approval of adoption of 20-2806-2, we would like to share the following comments.

We have always appreciated the cooperation and assistance of GRF to the faith community of Leisure World Seal Beach and have enjoyed the understanding of the board since the beginning of this complex.

We are very concerned at this time with the proposal to both charge churches for additional article space that we have so wonderfully enjoyed all this time. Also, the limits do present a real restriction on our efforts to be a positive influence on our wonderful community.

In as much as the congregations of Leisure World cannot display banners or signs and are not allowed to solicit the residence with information of our gatherings and future events, to place this kind of restrictions, on primarily the religious community, adds an additional hardship to our purpose. This proposal also feels a bit discriminatory as the faith community appears to be the only clubs being targeted.

We would ask you to please refrain from the adoption of paragraph 2 RELEGION or 20-2806-2 or at least delay until more input could be given to GRF from the numerous congregations of faith that are providing a genuine contribution to the good of the community we so love and enjoy

With appreciative thanks

Samuel Pawlak, President, Board, and Membership

LEISURE WORLD INTERFAITH COUNCIL

Deanna Bennett

From:

Rabbi Galit Levy-Slater <duets@icloud.com>

Sent:

Wednesday, January 22, 2020 3:59 PM

To:

Deanna Bennett

Subject:

Beit HaLev, House of the Heart, Inc.

January 22, 2020

GRF BOARD at deannab@lwsb.com

In response to tentative approval of adoption of 20-2806-2, we would like to share the following comments.

We have always appreciated the cooperation and assistance of GRF to the faith community of Leisure World Seal Beach and have enjoyed the understanding of the board since the beginning of this complex.

We are very concerned at this time with the proposal to charge churches for additional article space that we have so wonderfully enjoyed all this time. Also, the limits do present a real restriction on our efforts to be a positive influence on our wonderful community.

Inasmuch as the congregations of Leisure World cannot display banners or signs and are not allowed to solicit the residents with information of our gatherings and future events, to place these kinds of restrictions, on primarily the religious community, adds an additional hardship to our purpose. This proposal also feels a bit discriminatory as the faith community appears to be the only clubs being targeted.

We would ask you to please refrain from the adoption of paragraph 2 RELIGION or 20-2806-2 or at least delay until more input could be given to GRF from the numerous congregations of faith that are providing a genuine contribution to the good of the community we so love and enjoy

With appreciative thanks,

Rabbi Galit Shirah Levy-Slater, Outgoing President

Rabbi and President of Beit HaLev, House of the Heart, Inc.

LEISURE WORLD INTERFAITH COUNCIL

COMMUNICATIONS

ADOPT



Community Publications - Fees

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** EXECUTIVE COMMITTEE

SUBJECT: AMEND 30-5025-3, GRF ELECTION PROCEDURES (FINAL VOTE)

DATE: JANUARY 7, 2020

CC: FILE

At its meeting on December 13, 2019, the Executive Committee recommended the GRF Board of Directors accept the amendments recommended by corporate counsel with the passage of Senate Bill 323, Common interest developments: Elections.

At its meeting of December 17, 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 December 19 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 30-5025-3, GRF Election Procedures, during the 28-day notification to the membership period.

I move to amend 30-5025-3, GRF Election Procedures, accepting the amendments recommended by corporate counsel and by the Executive Committee, as presented.

GRF Election Procedures

AMEND



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3. **CANDIDATES**

The following will be in effect for the election of directors to the Golden Rain Foundation (GRF) Board of Directors (BOD):

1. **ELECTIONS**

1.1. **ANNUAL ELECTION**

The election of directors for odd-numbered Mutuals will occur during oddnumbered years and the election of directors for even-numbered Mutuals will occur during even-numbered years. Each director shall serve a two-year term.

One (1) director will be elected from each Mutual except for Mutuals One (1) and two (2) where there will be two (2) Directors.

1.2. SPECIAL ELECTIONS

Upon the occurrence of a vacancy on the BOD representing an odd- or evennumbered Mutuals, the process for a special election will begin within ten (10) days after the Secretary of the Board is notified of the vacancy.

2. **VOTING**

2.1. **QUALIFICATION FOR VOTING**

Members may vote only by using the mail-in secret ballot. Members may cast one (1) vote, except on the ballots of Mutuals One (1) and Two (2), members may cast two (2) votes, but they may not be cast cumulatively. Members may obtain replacement ballots by contacting the Inspector of Elections.

2.2 **CUMULATIVE VOTING**

There is no provision in the GRF By-Laws for cumulative voting, i.e., stacking votes for one candidate. Pursant to the Bylaws, cumulative voting is not permitted.

Voting by Acclamation 2.3

To the extent permitted by law, in the event the number of candidates at the close of nominations is the same as or fewer the number of open positions on the Board, those candidates shall be automatically elected, by acclamation, without further action, and the results shall be announced as required by these Rules and applicable law.

GOLDEN RAIN FOUNDATION Seal Beach, California

GRF Election Procedures

3.1.

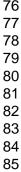
AMEND

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(Jul 19)

CANDIDATE ELIGIBILITY AND QUALIFICATIONS

All members of the GRF "in good standing" are eligible to run for election to the BOD representing the Mutual in which they reside. "In good standing" is defined

as a member who is no more than 30 days in arrears of his or her carrying charge to the Mutual, or in arrears in any fine or fee set forth in the GRF By-Laws or policies. All candidates must be members of GRF at the time of nomination.

3.1.1. Only members who meet the following criteria are qualified to be elected to the BOD:

- 3.1.1.1 Candidates and Directors may not have been convicted of a crime that would either prevent GRF from purchasing fidelity bond coverage or terminate GRF's existing coverage.
- 3.1.1.2 Candidates and Directors must be current in the payment of carrying charges(assessments) owed to the candidate's or director's Mutual. Note, this does not include non-payment of collection charges, late charges, fines, fines renamed as assessments, costs levied by a third party, or if the member has (1) paid under protest per Civil Code Section 5658; (2) has entered into and is current in a payment plan (defined as a signed written agreement between the Board and the Owner) per Section 5665, and is current and in compliance will all terms thereof; or (3) if the member has not been provided the opportunity to engage in Internal Dispute Resolution ("IDR").

All members of GRF have the right to engage in Internal Dispute Resolution ("IDR") and/or Alternative Dispute Resolution ("ADR"), pursuant to the Civil Code. A member may contact the Board, in writing, to initiate IDR/ADR. Note, if IDR/ADR is not scheduled and completed prior to the nomination deadline, candidates may be disqualified for nonpayment of carrying charges.

3.1.1.3 Candidates must have been a member of GRF for at least one (1) year.

3.1.2. In addition to the foregoing qualifications, any member who is (a) an officer or director of a Mutual Corporation at Seal Beach Leisure World; (b) a member of any City Council; (c) a member of the Board of Ssupervisors of the County of Orange, California; (d) a member of the Planning Commission Common for the City of Seal Beach, California, or the County of Orange, California; (e) an elected official of any city, county, governmental body or political subdivision thereof; (f) an individual, a member of any entity or partnership, or an officer or director of any other corporation engaged in supplying material, services or labor to the Golden Rain Foundation, is strongly discouraged from running for the BOD, as such action creates a substantial time commitment and causes a potential conflict of interest. Further, such action may expose any individual member and/or the Board to unnecessary liability, including, but not limited to, breaching fiduciary duties.

GOLDEN RAIN FOUNDATION Seal Beach, California

GRF Election Procedures

AMEND



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The Corporate Secretary is authorized to determine the qualifications of a Director, pursuant to the terms of the GRF By-Laws or policies all GRF Governing Documents and applicable State laws, rules.

3.2. **CANDIDATE APPLICATION MATERIALS**

Candidates shall turn in the following materials prior to the deadline set by the GRF.

- 3.2.1. Application for Candidacy as a GRF Director
- 3.2.2. Signed Candidate Eligibility Disclaimer (set forth below)
- 3.2.3. Signed Candidate Statement (set forth below)

At the time of turning in candidate materials, candidates must present current GRF identification card. Candidates will receive a receipt for their application.

3.3. **CANDIDATE ELIGIBILITY DISCLAIMER**

Refer to GRF Bby-laws, Article Six, Section 1. Candidates shall complete an Eligibility Disclaimer to set forth that they are qualified to serve on the GRF Board of Directors.

3.4. CANDIDATE STATEMENT

Prior to the deadline established by the GRF, each candidate shall submit a Statement containing up to 300 words (no less than 12-point type, single sided). The statement shall be mailed with the ballot.

3.4.1. The statement shall contain the candidate's background, qualifications and pPlatform, and shall not contain any disparaging or defamatory content.

3.5. NOTIFICATION OF NOMINATIONS FOR ELECTION OF DIRECTORS

As prescribed by law, at least thirty (30) days **before the close of nominations**, GRF will provide individual notice of the election and the procedure for nominating candidates.

Additionally, Tthe GRF shall place a notice in the Community newspaper not less than ninety (90) days prior to the election counting meeting that any member may place his or her name into nomination for the director position representing the Mutual in which they reside. The notice shall be published in the Community newspaper every week thereafter until the closure of the nominating period.

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page 3 of 9

30-5025-3

AMEND

GRF Election	on Proce	dures	AM
3.6.	SELF-N	<u>OMINATIO</u>	N BY MEMBERS
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148 149 3.8.	Nominat	ions from th	e floor or write-ins
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154 155 3.9.	Campai	gn Cycle	
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166 167 168		3.10.1.1.	Submissions shon the LWSB w
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ominate themselves as a candidate for election to the BOD to the Stock Transfer Office prior to the closing of the e. not more than ninety (90) days or less than sixty (60) n counting meeting.

- es shall be provided candidate instructions upon heir name for nomination.
- appoint a nominating committee for the purpose of ndidate for the election. Any candidates who are r Mutual BOD or nominating committee will be given by the Stock Transfer Office.
- oor or write-ins.
 - s from the floor and or-write-ins are prohibited. Write-ins or nominations from the floor at the vote-counting
 - ign cycle shall begin mid-April in February and end with of the polls.
- /ledia
 - nd other members advocating a point of view for purposes lated to the election shall be provided a one-time access website (LWSB website) during the campaign cycle as
 - ubmissions shall be posted on the election bulletin board n the LWSB website during the campaign cycle.
 - submissions shall be limited to 300 words and shall not ontain disparaging or defamatory content.
 - One submission shall be accepted from each candidate or posting on the LWSB website.
 - dvocating a point of view for purposes reasonably related ion may purchase, subject to space availability and advertising guidelines established by the News Office, a maximum of a

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GRF Election Procedures

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half-page of space in an edition of the *Community newspaper* at regular advertising rates during the campaign cycle. No other access to the *Community newspaper* will be granted.

- **3.103.** Equal access to clubhouses <u>meeting spaces</u> shall be provided at no cost to all candidates, including those who are not incumbents, and to all members advocating a point of view for purposes reasonably related to the election. The clubhouses are subject to availability by reservation only on a first-come, first-serve basis.
- In the event that an incumbent directors makes any statements or takes any actions, solely in the context of those at directors's performance of his/her_their_duties as a directors, any and all such statements or actions shall not constitute provision by the GRF of access to its media for campaign purposes.
- In the event that the GRF's media reports any candidates' statements or actions that are reasonably unrelated to the election, the reporting of such shall not constitute provision by the GRF to its media for campaign purposes.
- 3.10.6. In accordance with Civil Code 5135, no GRF funds shall be used for campaign purposes, except to the extent necessary for the GRF to comply with the duties imposed upon it by law.
- **3.10.7.** Provision of Mailing Labels
 - 3.10.7.1. Candidates are entitled to purchase labels for the addresses in their Mutual at a <u>flat rate of \$10 per request</u>, <u>plus \$0.25 per sheet cost</u> which is to be paid at the time the labels are ordered. Labels can be ordered by completing an "Access to Documents" form in the Accounting Department.
- **3.10.8.** Non-Responsibility for Statements and Actions

Neither GRF or its officers, directors or employees shall be responsible for any claims, damages, injuries, judgments, orders or settlements, including attorney's fees, arising from a candidate's Statement or actions made in connection with an election.

4. <u>ELECTION MEETINGS</u>

The GRF BOD will convene a special meeting one week prior to the Annual Meeting for the purpose of the Inspector of Election counting secret ballots. All members are

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30-5025-3 GRF

GRF Election Procedures

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welcome to attend the special meeting.

In the case of a special election, the GRF BOD will convene a special meeting approximately thirty (30) days after the ballots are mailed for the purpose of the Inspector of Election counting ballots. All members are welcome to attend the special meeting.

5. <u>ELECTION PROCESS</u>

- **5.1.** The Executive Committee shall review the election materials and the election process and recommend approval to the GRF BOD. for their approval.
- **5.2.** The GRF shall contract with an independent third-party vendor to perform all election services as Inspector(s) of Election. The vendor will be directed to conduct the election and be accountable for the conduct of the election in accordance with this policy, all applicable codes, GRF By-Laws, and state laws.
- **5.3.** During its meeting in February, the Executive Committee of the <u>GRF</u> BOD will recommend that the Board appoint the election services company as its Inspector(s) of Election.
- **5.4.** During its meeting in February, the BOD will appoint the election services company as its Inspector of Election.

6. **ELECTION MATERIALS**

6.1 Notice of Election

At least thirty (30) days before the ballots are distributed, GRF will provide general notice of (1) the date and time by which, and address where, ballots are to be returned; (2) the date, time and location of the meeting to tabulate the ballots; and (3) the list of all candidates' names that will appear on the ballot.

6.2 Verification of Election Material

GRF shall permit members to verify the accuracy of their individual information on the Election Material at least thirty (30) days before the ballots are distributed. GRF or any member shall report any errors or omissions for either list to the inspector(s) of election who shall make the corrections within two (2) business days.

"Election Material" means the following documents: returned ballots, signed voter envelopes, Candidate Registration List and the Voter List. The Candidate Registration List means the list of qualified candidates existing as of the close of nominations. The Voter List may include: the name, voting power and either the physical address of the member's separate interest or the parcel number, or both; and the mailing address of the member (if different from the physical address or if the parcel number is used).3.

GOLDEN RAIN FOUNDATION Seal Beach, California

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6.1.1. The ballot packet will consist only of a mail-in secret ballot, voting instructions, any

candidate sstatements/resumes, a copy of the election rules, two return envelopes,



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and mailing instructions for the	election. The ballot packet will be mailed no less
than thirty (30) days prior to the	ballot counting meeting. Note, the election rules
may be provided by individual de	elivery or by posting same on an internet site and

6.3.

6.2. 6.4. Secret Ballots Returned by Mail

providing the corresponding internet website.

- **6.2.1. 6.4.1.** The mail-in secret ballot is required to be mailed to the Inspector(s) of the Election for proper verification and validation and must be received before noon on the date established on the ballot.
 - The mail-in secret ballot is irrevocable once received by the Inspector(s) of the Flection.
 - **6.4.3.** The denial of a ballot to a person with general power of attorney for a member is prohibited. (Civil Code Section 5105(g)(2).) A ballot submitted for a member by an individual with general power of attorney is valid so long as it is submitted in a timely fashion.
- 6.2.2.
- 6.2.3. The Inspectors of Election will open and process, in public view, the mailin secret ballots on the day of the special meeting held for the purpose of counting ballots as outlined under Section 7.
 - 6.2.3.1.6.4.4.1. If a mail-in secret ballot is compromised or improperly sealed or addressed, or has any identifying marks, it will be invalidated by the Inspector(s) of the Election.

7. **INSPECTOR(S) OF THE ELECTION**

- 7.1. Inspector(s) of the Elections shall perform the following:
 - 7.1.1. Determine the number of shareholders entitled to vote and the voting power of each.
 - 7.1.2. Establish a mailing address for mail-in ballots, and the contact phone number for members' questions.

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EXECUTIVE COMMITTEE

30-5025-3 GRF

GRF Election Procedures

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- 7.1.3. Prepare and mail to all members in the odd- or even-numbered Mutuals, no later than thirty (30) days prior to the election meeting, the notice letter, mail-in secret ballot, any candidate statements/resumes, voting instructions, the election rules, two envelopes, and mailing instructions for the GRF election, in a manner consistent with providing and ensuring that the member's vote will be by "secret ballot."
- **7.1.4.** Receive mail-in secret ballots.
- **7.1.5.** Open mail-in secret ballots at the special meeting for the purpose of counting ballots.
- **7.1.6.** Count and tabulate all votes.
- **7.1.7.** Determine the results of the election.
- **7.1.8.** Certify, in writing, that the election was held in accordance with this policy and Section 5110 of the Davis-Stirling Common Interest Development Act (the Act).
- **7.1.9.** Consult with the GRF's legal counsel, if necessary, to fulfill the Inspector(s)' obligations under the law.

8. OBSERVERS OF THE ELECTION

Any candidate or member of the GRF may witness the counting and tabulation of the votes. However, the Inspector(s) of Election may establish reasonable guidelines for candidates and members for the observing of the counting and tabulation of ballots, including guidelines on distance from which observers may stand.

9. BALLOT RETENTION

- **9.1.** The sealed ballots at all times shall be in the custody of the Inspector or Inspectors of election or at a location designated by the inspector or inspectors until after the tabulation of the vote, and until the time allowed by Section 5145 of the Civil Code (twelve months) for challenging the election has expired, at which time custody will be transferred to the GRF.
- **9.2.** After the transfer of the ballots to the GRF, the ballots shall be stored by the GRF in a secure place for no less than one year after the date of the election.

Document History

(Jul 19)

EXECUTIVE COMMITTEE



GRF Election Procedures AMEND

Adopted:	15 Jun 76	Amended:	20 Aug 96	Amended:	19 Aug 97
Amended:	15 Sep 09	Amended:	15 Feb 11	Amended:	24 Feb 15
Amended:	23 Feb 16	Amended:	27 Dec 16	Amended:	12 May 17

Amended: 28 Nov 17 Amended: 23 Jul 19

Keywords: Executive Election Candidate Voting GRF Board

Committee

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** EXECUTIVE COMMITTEE

SUBJECT: AMEND 30-5028-3, GRF DIRECTOR'S HANDBOOK

DATE: JANUARY 14, 2020

CC: FILE

At its meeting on January 10, 2020, the Executive Committee recommended the GRF Board of Directors amend 30-5028-3, GRF Director's Handbook.

I move to amend 30-5028-3, GRF Director's Handbook, which outlines the types of issues and projects the GRF Board is responsible for overseeing, the Board and Committee process and the teamwork required for managing the Trust Property and serving the Mutuals.





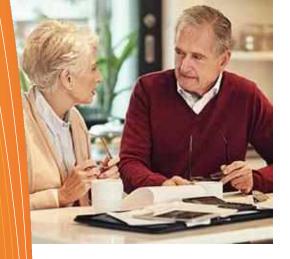
GRF Director's Handbook

Date: March 21, 2018 **Revised:** January 28, 2020



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Why serve on the GRF Board?

"MAKING A DIFFERENCE" BY JIM GREER

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

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

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

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

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

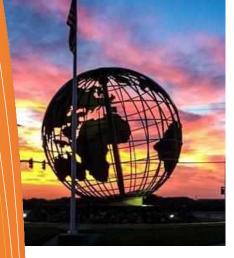
And, if you have a hunger for power, go on a fast, swallow your pride, and hunger no more.

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

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

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



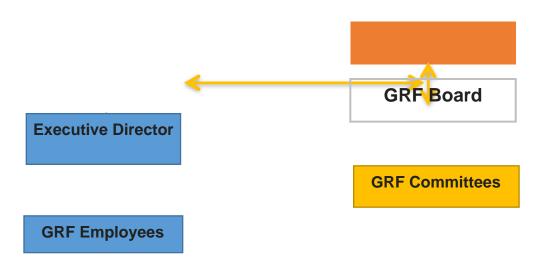


What you should know before running for GRF Board?

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

A. As a Director of the GRF Board:

- 1. You are a volunteer in an unpaid position.
- **2.** You have no control (*authority*) over Mutual Board actions or GRF Employees.
- **3.** You will represent all of Leisure World and not just the Shareholders of your Mutual.
- **4.** If something comes to a vote that <u>aeffects</u> your Mutual you may/ will have to recuse yourself from the vote.
- **5.** Mutual Board experience is very helpful, but not required.
- 6. To avoid any conflict of interest, no member of the Golden Rain Foundation
 Board of Directors or their spouse may be employed by the Golden Rain
 Foundation. Further, no member of a Mutual Board of Directors may be
 employed on a full-time or part-time basis by the Golden Rain Foundation.





REVISED: January 28, 2020

B. Golden Rain Foundation (GRF):

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

C. The GRF Board

- 1. The GRF Board operates through committees that report to the full BOD monthly, or as directed.
- **2.** These are the standing committees:
 - a) The Executive Committee comprised of Board Vice President (Chair), President, Corporate Secretary, Treasurer and the Chairs of Mutual Administration (MAC), Recreation and Physical Property committees (See 30-5110-3);
 - b) Architectural Design Review (ADRC) (See 10-5160-3);
 - Communications/IT (See 20-5125-3);
 - d) Finance (See 40-5115-3);
 - e) Governing Documents (See 30-5180-3);
 - Mutual Administration and Service Maintenance (See 50-5165-3):
 - g) Physical Property (See 60-5130-3);
 - h) Recreation (See 70-5135-3); and
 - Security, Bus and Traffic (SBT) (See 80-5145-3).
- 3. Ad Hoc committees are formed for special projects. (See30-5024-1)

D. How to become a GRF Director

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

E. Application Process

1. All potential Board Members must complete the application packet.



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

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

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

G. Expectations of GRF Board members:

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







H. Meetings:

- You will be assigned to at least three (3) standing committees with monthly meetings. You will be expected to attend these committee meetings and encouraged to attend additional meetings for <u>other those</u> committees.
- 2. There are two (2) scheduled monthly full Board meetings: one (1) public and one (1) Executive Session; some meetings may be scheduled for the evening.
- **3.** There is an Annual GRF meeting in June. Committee Chairs will submit a report.
- **4.** You should attend Emergency Board meetings.
- **5.** Executive sessions of the Executive Committee are not open to the full Board.
- **6.** Ballot counting meeting for election of GRF Board members.
- 7. Monthly Parking Rules Violation Panel (PRV); quorum of the board required to attend.
- **8.** Attending all committees will help you understand the issues the Board is addressing. Attending the Physical Properties and Recreation committees will be most helpful.
- **9.** Mutual meetings: A monthly report may be expected to be presented by you at your Monthly Mutual meeting.
- **10.** You may be expected to attend your Mutual's Annual Meeting.



Welcome to the GRF

A. In the first week

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





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

B. Clubhouse 4 Public Board Meetings

1. Seating on the dais:

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

2. Agendas:

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

3. Attendance:

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



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

4. Speaking at the Board Meetings:

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

5. Board Meeting Motions:

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

6. Voting

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



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

C. Executive Session of Full Board

- 1. These sessions are confidential and disclosure of any of this information is grounds for Director Censure. (See 30-5092.01-3, Section 1.1.2).
- 2. Every Director is expected to attend each Executive Session of the full BOD.
- **3.** The supporting confidential documents are given out an hour before the session begins. Arrive early to read the documents prior to the start of the meeting.
- **4.** All paperwork is collected and destroyed after the meeting. Removal of any of these documents without permission may result in disciplinary action.

D. Committees

- 1. Each committee has a Chair who is responsible for conducting the meeting. More information about Chair responsibilities is available from the GRF Chair Training Manual and the GRF President.
- 2. If you are going to miss the meeting of any committee to which you are assigned, please inform the chair.
- **3.** The GRF Board operates through committees.
- **4.** Committees report to the BOD monthly, or as directed.
- **5.** There are nine (9) standing committees.
- **6.** The Executive Committee <u>is</u> comprised of Board Vice President (Chair), President, Corporate Secretary, Treasurer and the Chairs of Mutual Administration (MAC), Recreation and Physical Property committees (See 30-5110-3);
 - a) The Executive Committee holds an Executive session that covers Personnel issues after the scheduled meeting which covers Personnel issues.
 - b) Non-committee members may not attend these sessions unless invited by the Committee Chair
- **7.** The remaining standing committees are:
 - a) Architectural Design Review (ADRC) (See 10-5160-3);
 - b) Communications/IT (See 20-5125–3);
 - c) Finance (See 40-5115-3);
 - d) Governing Documents (See 30-5180-3)
 - e) Mutual Administration and Service Maintenance (See 50-5165-3);
 - f) Physical Property (See 60-5130-3);



- g) Recreation (See 70-5135-3); and
- h) Security, Bus and Traffic (SBT) (See 80-5145-3).
- **8.** The President will assign you to at least three of the above standing committees.
 - a) The list of all committees, the appointed Chair and members are ratified by the full Board.
- **9.** Each committee has a Charter and policies related to its activities, which can be provided to you and is on the Website (www.lwsb.com).
- **10.** All decisions are made by the full committee and recommended to the full Board.
- 11. Each standing committee dissolves at the end of the Board term.
- 12. Subcommittees
 - a) The Chair of any standing committee may create subcommittees to address specific issues.
 - b) All GRF Directors are eligible to serve on subcommittees.
 - c) Member Specialists may be appointed by the committee chair (See 30-1220-1).
 - d) Reports are made to the Committee.
 - e) No action may be taken, but consensus may be reached in these sessions.
- **13.** Focus Groups
 - a) Less formal committee meetings to discuss or research relevant topics which may be too time consuming to cover in the scheduled meetings.
 - b) No action may be taken, but consensus may be reached in these sessions.
- 14. Health Care Center Advisory Board (HCC)
 - a) Three (3) GRF Directors and rotating GRF Committee Chairs serve on an advisory board of the Health Care Center.
- 15. Ad Hoc Committees
 - a) Created by the full Board to address specific issues (See 30-5024-1).
 - b) Exist until the task assigned is finished or the full Board decides it is no longer necessary.
 - c) Monthly reports are made directly to the Board.
- **16.** First-year directors rarely chair committees.



E. How Motions Work

- 1. Most motions begin in a committee.
- **2.** If the motion requires the action of another committee or a department, that information is included in the motion.
- **3.** Any action that requires unbudgeted money must go to the Finance Committee to determine if the money is available (See 40-5516-1).
- **4.** After Committee approval, the motion goes to the full Board for approval, modification or denial.
- **5.** Every motion requires a second.

F. Elections

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

G. Annual Meeting of Full GRF Board

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

H. Organizational Meeting

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

I. Policy Parking Rules Violation Panel

- **1.** All Directors are expected to attend the <u>Policy Parking</u> Rules Violation Panel (PRV); a quorum of the Board is required.
- **2.** You will hear contested citations issued by the Security Parking officers.



J. Town Hall Meetings

1. It is expected that you will attend.

K. Board Trainings

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

L. Board Dinner

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

M. Director Appreciation Events

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

N. Resigning as a Director from the GRF Board

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

O. Ending your Directorship

- 1. Return mail room key and mail box key.
- **2.** iPad
 - a) Return to IT, get signed receipt.
 - b) Depending on the age of iPad, you may have the option to purchase; check with the IT Manager
- **3.** Confidentiality your obligation of confidentiality continues after you are no longer a Director.



P. Other important information

- 1. You may get paper and ink cartridges for your printer, if needed, while doing GRF work. See the Executive Coordinator.
- 2. If you want to talk to the GRF President or Executive Director please call the Executive Coordinator and make an appointment. Anything you discuss with the Executive Director will be shared with the President.
- **3.** You are encouraged to attend community-sponsored events.





Prepared by GRF, 2018.

16 | Page GR

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: JANUARY 9, 2020

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 27, 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.

At its meeting on October 22, 2019, 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 November 5, 2019, the FAR Ad hoc Committee moved to recommend the Board of Directors amend the document by establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Court, updates of various Clubhouse Rules, an update of criteria for use of Clubhouse facilities by outside organizations, a reference to 70-1406-2, Limitations on Use, Fees, for fee information, and authorization for the Golden Age Foundation to use the hospitality area in any Clubhouse, on any holiday, for the benefit of the Members.

At its meeting of November 26, 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 November 28 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, Limitations on Use, during the 28-day notification to the membership period.

I move to amend 70-1406-1, Limitations on Use, as amended, establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Courts, an update of various Clubhouse Rules, an update of criteria for use of Clubhouse facilities by outside organizations, a reference to 70-1406-2, Limitations on Use, Fees, for fee information, and authorization for the Golden Age Foundation to use the hospitality area in any Clubhouse, on any holiday, for the benefit of the Members, as presented.

Recreation

(Jul 19)

70-1406-1 GRF

LIMITATIONS ON USE OF TRUST PROPERTY - RULE

1 2 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 3 Security Department (SD) and/or other agencies to enforce this policy. 4 5 THE FOLLOWING TRUST FACILITIES ARE PROVIDED FOR THE USE OF GRF 6 1. MEMBERS ONLY IN GOOD STANDING: 7 8 9 1.1. Car wash: 10 1.2. Exercise room (Policy 70-1466-150); 11 1.3. Golf course (Policy 70-1429.01-150 & 70-1429.02-150); 12 1.4. Lapidary room: Swimming pool (Policy 70-1468-150); and 13 1.5. Woodshops: 14 1.6. Multi-use Court; 15 1.7. Bocce Ball Court. 1.8. 16 17 18 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. 19 Members must be present at all times when guests are using these facilities. 20 21 22 Caregivers may assist Members who use the facilities and remain with them, but they may not 23 use the above facilities themselves. 24 25 Special events take precedence when approved by the RD. 26 2. DUE TO SAFETY FACTORS, THE FOLLOWING LIMITATIONS MUST BE ADHERED 27 TO: 28 29 2.1. 30 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 31 approved attendant or supervisor: 32 2.2. Football, baseball, soccer, hockey, basketball and other contact sports may not 33 be played on GRF Trust property due to the possibility of injury to Members 34 and/or guests; 35 2.3. Risers may not be stacked upon one another for any activity in a clubhouse; 36 37 2.4. Use of skateboards, razor-type scooters, roller skates, hoverboards, a Segway 38 or roller blades is prohibited on all Trust property. 39 40

LIMITATIONS ON USE OF TRUST PROPERTY - RULE



41	3.	THE FOLLOWING TRUST FACILITIES ARE PROVIDED FOR THE USE OF GRF
1 2		MEMBERS IN GOOD STANDING AND THEIR GUESTS WHO ARE AT LEAST
43		EIGHTEEN (18) YEARS OLD. MEMBERS MUST BE PRESENT AT ALL TIMES
14		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 70--1480-150)

- **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 70-1411-150);
- **5.3.4.3.** Clubhouse One (1) and Clubhouse Two (2) 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) aBBQ's will be cleaned by the custodians after it has cooled down;

LIMITATIONS ON USE OF TRUST PROPERTY - RULE

81	5.5.4.5. The regulation of the thermostats shall only be controlled by the custodian on
82	duty;
83	5.6.4.6. Malfunctioning and/or damaged equipment shall be reported to the custodian
84	or the RD;
85	5.7.4.7. Items shall not be hung on window coverings or partitions at any time;
86	5.8.4.8. Only masking tapeblue low tack painters tape shall be used to attach items to
87	the walls – no other type of adhesive is authorized. Push pins or tacks may be
88	used to attach items to the soundproofing panels. No push pins or tacks can
89	be used on walls. Any cost to repair will be charged to reserving party;
90	5.9. No push pins or tacks can be used on walls. Any cost to repair will be charged
91	to reserving party;
92	5.10.4.9. Items shall not be stored in any area of any Clubhouse behind the stage
93	drapes in Clubhouse Four (4), or in any other area of any clubhouse without
94	RD approval;
95	5.11.4.10. Decibel sound levels inside clubhouses and outdoor entertainment areas
96	should not exceed eighty (80) decibels and will be monitored by staff on duty;
97	5.12.4.11. Children under the age of eighteen (18) years shall remain under the
98	constant visual supervision of an adult;
99	5.13.4.12. No Smoking (Policy <u>70-</u> 1412. <u>0</u> 2- <u>150</u>);
00	5.14.4.13. Only licensed Service or Emotional Support Animals', duly registered with
01	Stock Transfer, are permitted in or on Trust property. (Policy <u>50-</u> 1023- <u>1</u> 33);
02	5.15.4.14. Power-driven mobility devices operated inside the clubhouses shall display
03	an authorized handicap decal issued by the SD. The vehicle shall be operated
04	at the lowest possible speed at all times within a clubhouse. Electric wheelchairs
05	are exempted;
06	5.16. 4.15. Any person, persons or activities which disturb an event shall be brought to
07	the attention of the custodian or the SD;
08	5.17.4.16. All damages, repairs or unusual cleaning costs shall be the responsibility
09	of the reserving Member;
10	5.18.4.17. Members shall notify the RD when a caterer will be used. (Policy 70-1431-
11	<u>1</u> 50);
12	5.19.4.18. Candles shall only be used in Trust facilities without carpeting; and
13	4.19. GRF reserves the right to disallow the use of Trust property to any Member at any time;
14	5.20.4.20. GRF and custodial staff meal and break periods must be adhered to without

6.5. SPECIFIC RULES OF CLUBS OR ORGANIZATIONS USING TRUST PROPERTY

interruption (California Labor Laws)-

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

(Jul 19)

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Recreation

70-1406-1 GRF

LIMITATIONS ON USE OF TRUST PROPERTY - RULE

121 122 Neither the GRF, nor staff employed by the GRF, may become involved with enforcement of 123 club or organization rules or regulations. 124 **ELIGIBLE CLUBS AND ORGANIZATIONS** 125 126 GRF Trust facilities shall be maintained and preserved for the social, cultural and recreational 127 128 benefit of all GRF Members. Policies of control Rules shall be reasonable, and yet not allow for exploitation of Members by individuals, groups, clubs or organizations. 129 130 Standard practices to be followed by clubs or organizations using GRF Trust facilities shall 131 include the following: 132 133 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. 134 7.2.6.2. There shall be an annual business meeting, including election of at least three 135 136 (3) officers, and financial accounting to Members of the club or organization of 137 all funds. 7.3.6.3. The club or organization shall specify a regularly scheduled meeting time and 138 place. 139 140 7.4.6.4. The RD shall be kept informed of any change of officers. By-laws or purpose of 141 the club. 142 7.5.6.5. Although Members are allowed to invite quests, no club may advertise or publicize its activities so as to infer its membership or events are open to non-143 GRF Members. 144 145 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 146 can require all pertinent detailed documentation needed to resolve the 147 complaint: 148 149 7.7.1.6.7.1. If a club refuses to comply with the request, they can have 150 their use of Trust property suspended until they do; 151 7.7.2.6.7.2. If the complaint is found to be valid, the club will be given 30 days to remedy; 152 If the club fails to comply, the club's status as a recognized 153 7.7.3.6.7.3. club in LW may be terminated, and all further use of Trust property 154 155 will cease: 156 7.7.4.6.7.4. The Club has the right to appeal the RDs' decision to the 157 Recreation Committee. Appeal must be in writing to the Recreation Committee Chair; and 158

7.7.5.6.7.5.

GOLDEN RAIN FOUNDATION Seal Beach, California

A final appeal to the GRF Board, must be requested in writing

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LIMITATIONS ON USE OF TRUST PROPERTY - RULE

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

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. Members are responsible for the organizations' activities and shall ensure that the organization follows all established rules 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.

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

There will also be a non-refundable usage fee depending on the number of attendees. See policy 70-1406-2.

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.

188 In the event that more than one Member belongs to the same outside organization, that 189 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.

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

(Jul 19)

70-1406-1

Recreation

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LIMITATIONS ON USE OF TRUST PROPERTY - RULE



197	will be determined administratively;
198	10.3.9.3. The Exercise Room. Golf Course, and Swimming Pool will be limited to
199	Members. Caregivers or guests are not permitted to use these areas:

- 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 70-1412.02-150);
- 109.8 The Golden Age Foundation can use the hospitality area in Clubhouse Six-(6) any Clubhouse, on any holiday, for the benefit of the Members;
- 109.9. Clubhouses One (1), Two (2), Four (4), Six (6), and building Five (5) will be closed Thanksgiving, Christmas and New Year's Day. Exceptions are at the discretion of the RD;
- Clubhouses One (1), Two (2), Six (6), and building Five (5) will be closed 109.10. Thanksgiving Day. Exceptions are at the discretion of the RD:
- 109.101. Any permanent operational time change(s) must be approved by the Recreation Committee.

11.10. **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.

12.11.CHARGES

- 12.1.11.1. 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.
- 12.2.11.3. See 70-1406-2, Limitation on Use, Fees.

Document History

19 Oct 71 Amended: 16 May 78 Amended: 18 Sept 79 Adopted: Amended: 19 Aug 86 Amended: 21 Oct 86 15 Nov 83 Amended: **GOLDEN RAIN FOUNDATION Seal Beach, California** (Jul 19)

Recreation

70-1406-1 GRF

LIMITATIONS ON USE OF TRUST PROPERTY - RULE

Amended:	16 Aug 88	Amended:	<u>31 Jan 95</u>	Amended:	<u>20 Aug 96</u>
Amended:	17 Mar 98	Amended:	<u>19 May 98</u>	Amended:	<u>21 Jul 98</u>
Amended:	16 Sep 03	Amended:	20 Mar 07	Amended:	28 Apr 14
Amended:	13 Apr 17	Amended:	19 Dec 17		
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		•
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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS

FROM: FACILITIES & AMENITIES REVIEW AD HOC COMMITTEE

SUBJECT: ADOPT 70-1406-2, LIMITATIONS ON USE, FEES (FINAL VOTE)

DATE: JANUARY 9, 2020

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 for 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.

At its meeting on October 22 meeting, the Board of Directors moved to refer 70-1406-2, Limitation on Use, Fee, back to the FAR Ad Hoc Committee for review and discussion.

At its meeting on November 5, 2019, the FAR Ad Hoc Committee moved to recommend the GRF Board of Directors adopt 70-1406-2, Limitations on Use, Fees.

At its meeting of November 26, 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 November 28 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, Limitations on Use, Fees, during the 28-day notification to the membership period.

I move to adopt 70-1406-2, Limitations on Use, Fees, as presented, establishing fees for organizations using Trust Property, as presented.



Limitations on Use of Trust Property, Fees

1. FEES FOR USE OF CLUBHOUSE FACILITIES BY OUTSIDE ORGANIZATIONS 1 2 3 A charge will be made for the outside organizations to use Trust property. All money must be 4 paid at least ten (10) business days before the date of the event. 5 1.1. Under one hundred (100) people: \$200.00 non-refundable fee. 6 1.2. Up to two hundred (200) people: \$400.00 non-refundable fee. 7 1.3. Up to three hundred (300) people: \$500.00 non-refundable fee. 8 1.4. Up to four hundred (400) people: \$600.00 non-refundable fee. 9 Up to five hundred (500) people: 1.5. \$800.00 non-refundable fee. 10 Over five hundred (500) people: 11 1.6. \$1,000.00 non-refundable fee. 12 13

Document History

Adopted: 26 Nov 19

Keywords: Fees Clubhouse Outside Organizations Facilities

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Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS

FROM: FINANCE COMMITTEE

SUBJECT: AMEND 40-2230-3, AUTHORIZED SIGNATORIES

DATE: JANUARY 21, 2020

CC: FILE

At the regularly scheduled meeting of the Finance Committee on January 16, 2020, the Committee recommended the GRF Board of Directors amend 40-2230-3, Authorized Signatories.

I move to amend 40-2230-2, Authorized Signatories, specifying the number of signatories required on all disbursements and checks for payment of money in the name of the Golden Rain Foundation.

AMEND



Authorized Signatories

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The Golden Rain Foundation (GRF) maintains Demand Deposit (Checking) accounts with banks from which funds are drawn.

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Pursuant to the GRF By-Laws, Article IX, Finance, Section 3, Moneys and Funds, the Board of Directors hereby designates specific individuals as authorized signatories on all disbursements and checks for payment of money in the name of the Golden Rain Foundation: Corporate Officers, which include (unless otherwise stated) the President, Vice President, Corporate Secretary, and Treasurer. The Director of Finance is an authorized signatory on accounts as specified.

1. Capital Funds

- **1.1.** For payments up to \$10,000, one signature is required.
- **1.1.2.** For payments over \$10,000, two signatures are required.
- 1.1. General Operating Accounts/Non-Restricted Reserve Accounts
- 1.2. Debit Cash Accounts
- Debit Cash Accounts Restricted Reserve Accounts require two signatures regardless of the amount.
 - **2.1.** For payments up to \$10,000, one signature is required.
 - **2.2.** For payments over \$10,000, two signatures are required.
- 2.__
- 3. Operational Funds (General Account)
 - **3.1.** For payments up to \$10,000, one signature is required.
 - **3.2.** For payments over \$10,000, two signatures are required.
 - 3.3.3. The Director of Finance is authorized to sign payroll checks in the amount not to exceed \$5,000.
- 4. Reserve Funds
 - **4.1.** Restricted Reserve Accounts require two signatures regardless of the amount
- **Payroll Checks**
 - **5.1.** The Director of Finance is authorized to sign payroll checks in the amount not to exceed \$5,000
 - 4.5.2. The Director of Finance and another authorized signatory must sign payroll checks over \$5,000. If the Director of Finance is unavailable, two Corporate Officers shall sign payroll checks.
 - These are all the current GRF checking accounts:

(Jul 19)

40-2230-3

FINANCE AMEND



Authorized Signatories

4 5	-	<u>Capital Funds</u>		
46	4.1.1.1.	Debit Cash Accounts General Account Operating funds		
47	4.1.1.2.	Operational Finds (General Account) Debit Card	
4 8		——Operating fund	ls	
49	4 .1.1.3.	Reserve Funds	Reserve funds	
50	4.1.1.4.	Payroll Checks	Payroll funds	

Document History

Adopted: 20 Mar 12 Amended: 23 Jul 13 Amended: 22 Aug 17

Reviewed: 19 Mar 18 Amended: 23 Jul 19

Keywords: Finance Authorized Signatories

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Golden Rain Foundation Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS

FROM: PHYSICAL PROPERTY COMMITTEE (MW)

SUBJECT: NON-SCHEDULED RESERVE FUNDING - LOCK WALL FAILURE, CANOE

BROOK/ALLEN'S ALLEY

DATE: JANUARY 13, 2020

CC: FILE

The Physical Property Committee reviewed options to repair or replace the failing wall off Canoe Brook at Allen's Alley. The Committee asked staff to provide all options for the repair or replacement of the failing wall in a spreadsheet:

Dantuma Masonary		
Remove wall and replace with Block	\$	380,922
Repair 342 feet of wall only	\$	103,229
MJ Jurado		
Remove wall and replace with Block	\$	417,790
Remove wall, leave retaining portion and		
replace with Vinyle	\$	216,790
Quality Fence Company		
Chain Link Fence with PVC Slats		79,680



1,623 feet of wall at Canoe Brook/Allen's Alley

At its January meeting, the Physical Property Committee unanimously recommended the 1,623' wall be completely replaced and also recommends the GRF Board award a contract to Quality

Fence Company, for a total cost of \$79,680, and add \$4,320 in contingencies, for a total cost not to exceed \$84,000, non-scheduled Reserve funding, pending review by the Finance Committee.

At its January meeting, the Finance Committee reviewed this request and determined funding is available.

I move to award a contract to Quality Fence Company, to replace 1,263' of block wall with chain link fence with privacy slats, located at Canoe Brook at Allen's Alley, for a cost of \$79,680, and add \$4,320 in contingencies, for a total cost not to exceed \$84,000, non-scheduled Reserve funding, and authorize the President sign the contract.

Quality Fence Co., Inc. (Contractors License #382736) 14929 Garfield Avenue, Paramount, CA 90723, (323) 585-8585, Fax (562) 869-7804

Board whose address is: Contractor's State License Boar	d, 1020 N Street, Sacramento, CA 95814	oncoming the responsibilities of a contractor may be referred to the Registrar of t
Date: January 1, 2020	Proposal written by	Ty Cavanaugh
Job: Contractor's Parking G	arage	
Attn: David Rudge	nago	
Company: Golden Rain Fou	ndation	
Address: PO Box 2069		
City, State & Zip: Seal Beac	h, CA 90740	
Phone: (562)431-6586 Ext. 3	65 Email: davidr@lv	wsb.com
As per terms and conditions set forth, we, Quality F workmanlike manner.	ence Ca., Inc. propose to furnish and install fences as per o	diagram plans and materials listed becean. All work to be completed in a
Proposal:		
	als to remove 1,250' of existin	g block wall to ground level. Haul away
and clean up debris.		
Base Bid: \$24,500.00		
DI //2\ T 1 1 1 1 1 1 1 1 1		
commercial grade materials		nigh chain link fence in place of old wall
Base Bid: \$44,900.00		
Phase #3) Install PVC priva	cy slats into new chain link fen	ice.
Base Bid: \$18,750.00		
*Please choose options you	would like completed.	
*Discount to do all thre	ee options	
Price: \$79,680.00		
		4 20800W W WWW
Authorized Signature	conditions are sutisfuctory and are hereby accepted. You a	Date:

collection, then the buyer agrees to pay reasonable attorney fees, court easts and other collection costs. In the event the buyer agrees to pay reasonable attorney fees, court easts and other collection costs. In the event the buyer authorizes extra work other than stated herein, he shall pay on the basis of labor and materials upon presentation of itemized statement. L5% interest due each month on angulat balances after 30 days. Purchaser and users of the product known as Ultra Barrier and Razor Ribbon shall indemnify and hold Quality Fence Co., Inc. harmless from all losses and costs of defense arising from or after use of these products. This proposal and its prices are void after 5 days.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** RECREATION COMMITTEE

SUBJECT: AMEND 70-1400-1, CO-OCCUPANTS AND QUALIFIED PERMANENT

RESIDENTS (QPR), USE OF CLUBHOUSES

DATE: JANUARY 7, 2020

CC: FILE

At its meeting on January 6, 2020, the Recreation Committee recommended the GRF Board of Directors amend 70-1400-1, Co-occupants and Qualified Permanent Residents (QPR), Use of Clubhouses.

I move to amend 70-1400-1, Co-occupants and Qualified Permanent Residents (QPR), Use of Clubhouses, which reassigns the document to the Recreation Department rather than the Stock Transfer Office, updates document language, establishes Mutual approval of Qualified Permanent Residents (QPR), establishes that non-resident health care providers shall be required to obtain Service Passes and are not entitled to use any Trust facilities, and clarification of Mutual Seventeen lessees' usage of Trust Property facilities.

STOCK TRANSFER RECREATION

AMEND



Co-Occupants and Qualified Permanent Residents (QPR) Use of <u>GRF</u>-Clubhouses (Trust) Facilities

The community-<u>Trust</u> facilities of the Golden Rain Foundation (<u>GRF</u>) are maintained for the use of stockholder/members of Seal Beach Leisure World with the following exceptions:

1. <u>CO-OCCUPANTS</u>

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28 29 <u>Persons</u>Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not stockholders/members but are approved by the Mutuals to reside with a stockholder/member, shall be entitled to use all of the community_Trust facilities upon payment of a fee equal to the Amenities Fee listed in Policy 40-5061-2.

2. **QUALIFIED PERMANENT RESIDENTS**

Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)2) and approved by the Mutuals, shall be entitled to use all of the community Trust facilities upon payment of a fee equal to the Amenity Fee listed in Policy 40-5061-2.

3. <u>HEALTH CARE PROVIDERS</u>

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

4. MUTUAL SEVENTEEN LESSEES

Mutual 17 Lessees shall be entitled to use all of the Trust Property facilities upon payment of a Lessee Amenities Fee as specified in 40-5061-2.

Document History

Adopted: 31 Jan 95 Amended: 22 May 18 Amended: 23 Jul 19

Keywords:Co-OccupantHealth Care CaregiverQualifiedProviderPermanent

Resident



Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** RECREATION COMMITTEE

SUBJECT: ADOPT 70-2504-2, THE LIBRARY, FEES (**FINAL VOTE**)

DATE: JANUARY 9, 2020

CC: FILE

At its special meeting on September 23, 2019, the Recreation Committee recommend the GRF Board of Directors adopt 70-2504-2, The Library, Fees.

At the October 22, 2019, meeting of the GRF Board of Directors, the Board moved to return the document to the Recreation Committee for further review.

At its meeting on November 4, 2019, the Recreation Committee moved to recommend the GRF Board of Directors adopt 70-2504-2, The Library, Fees.

At its meeting of November 26, 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 November 28 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 70-2504-2, Library Fees during the 28-day notification to the membership period.

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, as presented.

LIBRARY

The Library - Fees

ADOPT



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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.

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- **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 the damaged 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

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Document History

Adopted: 26 Nov 2019

Keywords: Fines Lost Material Fax Photocopy

Printer

(Nov 19)

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GOLDEN RAIN FOUNDATION Seal Beach, California

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS **FROM:** RECREATION COMMITTEE

SUBJECT: ADOPT 70-1447-1, USE OF COMMUNITY FACILITIES – MINI FARM – RULES

(FINAL VOTE)

DATE: JANUARY 9, 2020

CC: FILE

At its meeting on November 4, 2019, the Recreation Committee reviewed 70-1447-1, Use of Community Facilities – Mini Farm - Rules and recommended the GRF Board of Directors adopt the document.

At its meeting of November 26, 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 November 28 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.

Two items of correspondence were received, regarding adoption of 70-1447-1, Use of Community Facilities, Mini-Farm Rules, during the 28-day notification to the membership period and are attached.

I move to adopt 70-1447-1, Use of Community Facilities – Mini Farm - Rules, setting forth the rules for fair and equitable use of the Mini Farm area, as presented.

Golden Rain Foundation



Proposed Policy Revisions

Subject Line 70-1447-1 Use of Community Facilities, Mini Farm - Rules

At the time of receiving an assigned plot the Mini Farmers Officers personally escorted new members to the location and carefully explained all the rules, regulations and responsibilities that applied. The General Regulations you issued are currently the ones followed minus the overladen details. I was assigned one of the newly divided plots and worked out the space, faucet, water hose and details of division with the other farmer.

My question is, why are you taking a sudden interest? The Recreation Department has never shown any interest or offered any improvements. The other recreation facilities are indulged in improvements and updates. Look at all the money spent on the golf course, the swimming pool, the pickle ball court and the exercise facilities. It would certainly improve the image of the Mini Farm if funds were appropriated for a chain link fence around the farms. Plan the use of wood trim creating a uniform appearance. Install more than two small dumpsters to drag the remnants of our crops to. We are unable to hoist them over the top of the large containers .The only indication why GRF has taken an interest in the Mini Farms is the two hundred plus names waiting to be assigned a plot (it took me five years). Dividing the plots isn't the only solution. Perhaps you should have offered physical improvements to encourage farmers. Our Board held bimonthly meetings and monitored the plots for infractions. It is difficult to maintain a consistent appearance with changing seasons.

If you are planning to oversee the club, please take a very close look at what needs to be done in regard to the same attention the other facilities receive financially. Avoid looking for what is lacking and work toward contributing.

Mary Giles

Mutual 10

Mini Farm Plot 70

Deanna Bennett

From: Ginny Hanawalt <ginnyface@gmail.com>

Sent: Tuesday, December 10, 2019 9:55 AM

To: Deanna Bennett

Subject: Mini Farm Regulations 70-1447-1

Re: 3.6 Store only the garden material necessary to supporting, staking or containing the plantings, neatly within the perimeter of one's assigned garden plot.

How about allowing a couple of tools or shovels too? Maybe a bag of fertilizer too.

Also people seem to be storing an excess of things that shade my garden way too much. They have storage containers that are way too big so that over 1/4 of my plot is shaded most of the year. This was not such a problem when the plots were larger.

This takes us to section 1.7 Storage containers must be of the type approved by the Recreation Committee and the storage container and tools must be kept within the boundaries of the designated plot.

I suggest that you have a definition of what type of storage container is to be allowed and a cubic foot limit on it's size. I suggest limiting it to 10 or 12 cubic feet. That is enough room for some tools and supplies. It's ridiculous for somebody to have a 6'x4'x3' storage container. Maybe people should locate their storage containers at least 4' from the perimeters of their plots. Then they could enjoy the shade that they create. There should also be a limit on the percentage of the plot that can be occupied by storage containers.

Ginny Hanawalt Plot 57A

ADOPT



Use of Community Facilities – Mini Farm - Rules

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1. **GENERAL REGULATIONS**

The Recreation Department is responsible for the fair and equitable use of the Mini Farm area also known as the 1.8 acres. The Recreation Department will also be responsible to ensure that all of the conditions of these rules are followed.

1.1. The Mini Farm plots are for Golden Rain Foundation (GRF) Members only. Only one plot shall be assigned per household. 1.2. Spaces shall be leased for a period of six years. Upon the completion of a six

year lease, the lessee can go back on the waiting list. Effective January 1, 2020

Plots must be worked by the GRF Member only. Exception: In case of an injury

plots assigned to other GRF members without permission from that plot's lessee.

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all plot holders in excess of six years still have a remaining year. 1.3. Plots shall not be traded or given up to another GRF Member by the Lessee. If you choose to relinquish your space, you must notify the Recreation Department and your space will be reassigned to the next GRF Member on the waiting list.

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or temporary illness, other arrangements may be made with the approval of the Recreation Department. 1.5. GRF Members and their Guest may not enter or harvest fruits or vegetables in

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1.6. The pathway along the wall bordering Nassau Drive and all walkways must always be kept clear of gardening tools and plant materials from the plots. 1.7. Storage containers must be the type approved by the Recreation Committee and the storage container and tools must be kept within the boundaries of the

1.8.

designated plot.

1.4.

Neither trellises nor fences may exceed 7 feet in height to avoid shading a neighbor's plot. Structures or decorations shall not conflict with community standards.

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1.9. One faucet and hose are set up for up to four plots for watering. The plots that are assigned to that area have exclusive use of the water fixture when the plot is being worked. 1.10. Automatic sprinklers are forbidden. GRF Members must turn off water faucet or

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valve before leaving the plot. 1.11. Crushed rock or gravel is not permitted inside the plots. Any existing crushed rock or gravel must be removed from the plot upon vacating.

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1.12. No wood treated with wood preservative shall be used in any plot.

1.13. All trees, miniature trees, shrubs or bush type fruit trees must be potted with a solid base underneath, and not exceed 7 feet tall. Existing trees or shrubs cannot extend over walkways or exceed 7 feet in height during any month of the year. Any existing tree shall be cut down when a lot is vacated before being assigned to a new GRF Member. No more than 10% of plot may be planted in flowers.

(Nov 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION

Use of Community Facilities – Mini Farm - Rules

- **1.14.** The Recreation Department may order the forfeiture of a plot when any Mini Farmer does not maintain His/her plot as described in the rule. Failure to plant at least 60% of a plot for three (3) of the four seasons, spring, summer, fall and winter, shall be sufficient cause to forfeit the plot.
- **1.15.** GRF Members shall park in designated parking spaces only.

ADOPT

- **1.16.** Dumpsters are available for the disposal of green waste and regular trash. The removal of discarded items from the dumpster will not be permitted at any time.
- **1.17.** Plots must be cleared of all vegetation and weeds before vacating plot. Failure to clean plot will result in loss of future privileges.

2. HOURS OF OPERATION

7:00 a.m. to dusk seven (7) days a week.

3. MAINTENANCE OF PLOTS

- **3.1.** To prevent the breeding of flies, harboring of rats, or air contamination, all decaying compost or newly delivered fertilizer shall be properly cared for by effectively sealing in plastic bags, or by turning it under in the plot within 48 hours.
- **3.2.** Remove all garden trash from the plot daily in the provided green waste bins.
- **3.3.** Keep all plots, including the area to the center of the adjacent pathways, free from all grass and weeds through the year, whether or not the garden is planted or fallow.
- **3.4.** Use care and caution while watering in order to keep from flooding neighboring plots and pathways.
- **3.5.** Use care when spraying or dusting for bugs, snails, and other garden pests. Members must make every effort to ensure there is no drifting of pesticides to adjoining plots.
- 3.6. Store only the garden material necessary to supporting, staking or containing the plantings, neatly within the perimeter of one's assigned garden plot. No plants or vines shall be allowed to grow past a fence or property line, over walkways or sidewalks. No exterior fence will be used as a trellis on which to grow plants or vines.

4. **CORRECTIVE ACTION**

4.1. The Recreation Committee may order the forfeiture of any plot when the GRF Member fails to comply with this set of rules.

Document History

(Nov 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION

(Nov 19)

ADOPT

70-1447-1 GRF

Use of Community Facilities – Mini Farm - Rules

Adopted: 26 Nov 19

Keywords: Mini Farm Garden Plot

1.8 Acres



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS

FROM: SECURITY, BUS & TRAFFIC COMMITTEE **SUBJECT:** AMEND 80-5538-1, BUS SAFETY RULES

DATE: JANUARY 9, 2020

CC: FILE

At its meeting on January 8, 2020, the Security, Bus & Traffic Committee recommended the GRF Board of Directors amend 80-5538-1, Bus Safety Rules.

I move to amend 80-5538-1, Bus Safety Rules, which identifies the type of hand-pulled carts allowed on the buses at the driver's discretion, adds "assistive devices" to the items that must not protrude into the aisle, establishes a prohibition of pets, except for registered service animals on the buses, specifies the rules for transporting pets on the buses, for GRF approved pet event days, and affirms the bus drivers' authority.

BUS





Safety is a major factor in the operation of the minibus service in Leisure World and it is advisable to set forth rRules for the protection of the residents who use the buses.

1. MINIBUS RIDING RULES

For their safety, passengers are required to observe the following rules while riding on the minibuses:

- **1.1.** Passengers will remain seated until the bus comes to a complete stop.
- **1.2.** Riders will not change seats while the bus is in motion.
- **1.3.** Non-collapsible hHand-pulled grocery carts are not-allowed on the buses only at driver's discretion.
- **1.4.** No smoking will be permitted on the buses at any time.
- **1.5.** Due to space limitations, passengers are only allowed two grocery bags each.
- **1.6.** Canes<u>and</u> walkers<u>and assistive devices</u> will<u>must</u> be placed between the passengers' legs and will not be allowed to <u>must not</u> protrude into the aisle.
- **1.7.** Unnecessary Cconversation with the driver not directly related to service is prohibited.
- **1.8.** Non-emergency use of cell phones on the buses is prohibited.
- 1.9. Pets, except for registered service animals are forbidden on buses, per GRF 50-1023-1, GRF Pet Ownership Rules.
- Pets may be transported on minibuses on GRF-approved pet event days. On approved pet event days, pets must be in a container or cage that has a secure latch. Pets must not be able to extend any body part outside of container or cage. Pet owner will be responsible for carrying the pet container or cage on to and off of the minibus. Drivers will not assist in any way with the loading or unloading of pet containers or cages. Pet owner will be responsible for maintaining the pets' demeanor. Noisy or aggressive pets will not be allowed on to the minibus. Pet owners will be responsible for all cleanup needed.
- **1.8. 1.11.** Safety rules will be conspicuously posted in each bus

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

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Bus Safety Rules AMEND

2. DRIVERS' RESPONSIBILITIES AUTHORITY

The drivers will be responsible to reasonably enassure that:

- 2.1. Safety rules are uniformly enforced. to the best of their ability.
- 2.2. If a passenger will not comply with a safety request and the driver operator deems the situation serious, the driver may will stop the bus and call the applicable management authority. Security and Transportation Manager or the Administrator to potentially resolve the problem.
- 2.3. Safety rules will be conspicuously posted in each bus.

Document History

Adopted: 21 Jan 86 Amended: 21 May 02 Amended: 23 Jul 19

Keywords: Bus Minibus

Rules