



Board of Directors

Agenda

Clubhouse Four

Tuesday, April 27, 2021, 10:00 a.m.

Via Live Stream

To view the live GRF Board meeting:

- Go to www.lwsb.com
- The live streaming uses YouTube live and terminates at the close of the meeting

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
 - a) Announcements
- 4) Seal Beach City Council Member's Update
- 5) Health Care Advisory Board Update (pp.1-8)
- 6) Shareholder/Member Comments (pp. 9-12)
 - a) Written, submitted prior to meeting
 - b) Verbal, via live streaming

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

- 4 - minute limit per speaker, when there are no more than 15 speakers
 - 3 – minute limit per speaker, 16 - 25 speakers
 - 2 – minute limit per speaker, over 26 speakers
- 7) Consent Calendar (pp. 13-58)
 - a) Committee/Board meetings for the Month of March 2021 (pp.13-14)
 - i) Minutes of the Recreation Committee Board Meeting of March 1, 2021
 - ii) Minutes of the Physical Property Committee Board Meeting of March 3, 2021
 - iii) Minutes of the Communications/IT Committee Board Meeting of March 11, 2021
 - iv) Minutes of the Executive Committee Board Meeting of March 12, 2021
 - b) GRF Board of Directors Minutes, March 23, 2021 (pp. 15-28)
 - c) GRF Special Board of Directors Minutes, April 5, 2021(pp. 29-34)

- d) GRF Special Board of Directors Minutes, April 13, 2021 (pp. 35-38)
- e) March GRF Board Report, dated April 27, 2021 (pp. 39-46)
- f) Accept Financial Statements, March 2021, for Audit (pp. 47-54)
- g) Approve Reserve Funds Investment Purchase (pp. 55-56)
- h) Approve Capital Funds Investment Purchase (pp. 57-58)
- 8) Reports
 - a) Covid-19 Ad hoc Committee
 - b) Strategic Planning Ad hoc Committee
 - c) Website Ad hoc Committee
- 9) New Business
 - a) AB 3182 Ad hoc Committee
 - i) **FINAL VOTE:** Amend 70-1400-1, Use of GRF (Trust) Facilities (Mrs. Damoci, pp. 59-62)
 - b) Communications/IT Committee
 - i) Consent Calendar (pp. 63-98):
 1. Adopt 20-5585-3, Advertising Procedures (pp. 63-66)
 2. Amend 20-5585-1, Advertising Policy (pp. 67-70)
 3. Amend 20-5585-2, Advertising Policy-Fees (pp. 71-74)
 4. Amend 20-2806-1, Community Publications (pp. 75-84)
 5. Rescind 20-2806-2, Community Publications – Fees (pp. 85-86)
 6. Rescind 20-2850-3, Advertising Commissions (pp. 87-88)
 7. Rescind 20-2860-1, Establishing Advertising Rates (pp. 89-90)
 8. Rescind 20-2861-1, Advertising for Estate and Patio Sales (pp. 91-92)
 9. Rescind 20-2866-1, Bilingual Advertising (pp. 93-94)
 10. Rescind 20-5581-1, Communications Department Advertising (pp. 95-98)
 11. Rescind 20-5583-3, Minibus Advertising (pp. 99-100)
 - c) COVID-19 Ad Hoc Committee
 - i) Approve Reopening Table Tennis, Clubhouse Six (Ms. Heinrichs, pp. 101-102)
 - ii) Approve Reopening Picnic Area, Clubhouse One (Mr. Massetti, pp. 103-104)
 - iii) Rescind 70-1448-3, Golf Course- Emergency Operational Procedure (Ms. Snowden, pp. 105-106)
 - iv) Rescind 70-1448-3F, Fitness Center - Emergency Operational Procedure (Ms. Gerber, pp. (pp. 107-108)

- d) Executive Committee
 - i) Amend 50-1610-3, GRF Membership Eligibility Criteria (Ms. Stone, pp. 109-110)
 - ii) Capital & Reserve Funding Requests- Administration Office and Workstation Improvements, Phase Two (Mr. Friedman, pp. 111-114)
- e) Finance Committee
 - i) Approve Release of Spreadsheet of Services Provided to the Mutual Corporations (handout)
 - ii) Operating Funds Request - Prepaid Dynamic Support Hours (Ms. Isom, pp. 115-116)
- f) Mutual Administration
 - i) Amend 50-1023-1, GRF Pet Ownership Rules (Ms. Levine, pp. 117-120)
 - ii) Amend 50-5165-3, Mutual Administration & Service Maintenance Charter (Mr. Doderio, pp. 121-124)
- g) Physical Property Committee
 - i) Emergency Action: Replacement of HVAC Unit Four, Clubhouse Six (Ms. Rapp, pp. 125-128)
 - ii) Approve Cancellation of Contract – Storage Closet, Clubhouse Three (Mr. Melody, pp. 129-136)
 - iii) Capital Funding Request – Fireplace Renovation, Clubhouse Three (Mr. Collazo, pp. 137-140)
 - iv) Reserve Funding Request - Contract for Elevator Service, Building Five (Mr. Pratt, pp. 141-152)
- h) Recreation Committee
 - i) Approval of Non-scheduled Amphitheater Events (Movies and Shows), Summer 2021 (Mrs. Perrotti, pp. 153-155)
- 10) Board Member Comments
- 11) Next Meeting/Adjournment

Next regular GRF Board of Directors meeting, **Tuesday, May 25, 2021, 10:00 a.m.,**
Clubhouse Four.

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Your Health Care Center, Your Way.

*Seal Beach Leisure World
Health Care Center*

April 13, 2021 update

Serving the Leisure World Community

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

Shaping the Future of your HealthCare and Health Care Center

Guided by collaboration with community health advisory committee



Modern HealthCare with Heart

COVID-19 Vaccine Update



April 10th dose #2 clinic (final clinic)



9,764 total COVID-19 vaccines administered to LWSB residents



Those still interested in receiving the vaccine should register through Othena for county vaccination options.

Recent Updates

- Ultrasound services now available
- New Pain Management Physician, Dr. Jasmin Singh
 - Started 3/29/21
 - Available 1st/3rd/5th Monday morning of month
- New Dermatology Physician, Dr. Kenneth Alpern
 - Started 2/24/21
 - Available 2nd/4th Wednesday of month all day
- New Ophthalmology Partnership with Eye Physicians of Long Beach
 - Effective April 1, 2021
 - Dr. Freeman, Dr. Doloricio and Dr. Pirouz will continue to provide services for the foreseeable future

OptumCare is now Optum

- OptumCare Medical Group patients received a letter explaining the name change in March
- Same doctors and great service at our clinics
- Over time, the Optum name will be updated on our buildings, websites, and all future communications
- Monarch HealthCare will be rebranded to Optum starting in early June

Upcoming Virtual Classes

Laughter Yoga

- Friday, April 16th
- 1:00pm – 2:00pm
- No RSVP required

Stability and Balance

- Saturday, April 17th
- 11:00am – 12:00pm

Let's De-Stress

- Wednesday, April 28th
- 10:00am – 11:00am

For more information, contact Monarch Senior Ambassador at gnunez@mhealth.com

A Better Future Together!



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From: Jackie Dunagan

Sent: Monday, April 12, 2021 2:01 PM

To: Randy L. Ankeny <randya@lwsb.com>; Susan Hopewell <shopewell@lwsb.com>; Kathy Thayer <kathyt@lwsb.com>

Subject: The Gym!

Wow O Wow! I went to work out this morning and was even more impressed with the equipment after I was able to actually experience using it vs. just looking at it. The room is beautiful and the machines are spectacular. What a terrific environment you have created for all of us. Thank you so very much.

Job well done!

Jackie Dunagan
President, Mutual 15

Attention: Deanna Bennett

April 1 2021

To the GRF Board:

If the pool project is still being held back because of a delay in the permitting process, may I suggest sending letters to our elected representatives at the city, county, state as well as the national level, requesting their help in expediting the process.

This is not someone's backyard pool and ultimately will serve a community of 9600 California voters. Suspect timing would be better in the fall.

Submitted,

Len Slater

Mutual 14 20A

562 598 7140

RE: Hello, storage lot at Golden Rain and St. Andrews
(downtown leisure world) at the only traffic light

Sir :

Think its a big eyesore that should have never be put in there and
for so long. future residents see this bench was removed at the
other corner but no one mentioned this.

Yours truly

S. Malan

Mutual Two

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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 March 2021 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of March 1, 2021
- Minutes of the Physical Property Committee Board Meeting of March 3, 2021
- Minutes of the Communications/IT Committee Board Meeting of March 11, 2021
- Minutes of the Executive Committee Board Meeting of March 12, 2021

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, contact the Executive Coordinator at x303.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
March 23, 2021**

CALL TO ORDER

President Susan Hopewell called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, March 23, 2021, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Larry Norlander, Security Services Manager, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, Collazo, Snowden, Gerber, Hopewell, Levine, Heinrichs, Friedman, and Massetti were present.

Directors Pratt, Thompson, Rapp, Doder, Damoci, Melody, and Isom and participated virtually, by Zoom.com. The Executive Director and the Director of Finance were also present.

Directors Slutsky and Stone were absent.

Sixteen Directors participated, with a quorum of the voting majority.

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

TO support the actions being taken into the investigation of the hate crime of March 22, 2021.

ANNOUNCEMENTS

The GRF Board met in an Executive Session meeting on March 5, 2021.

SERVICE ANNIVERSARIES AND EMPLOYEES OF THE MONTH

To minimize the number of required attendees at today's meeting, we are postponing the service awards and staff commendations.

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council member Sandra Massa Lavitt provided an update on the proceedings of the Seal Beach City Council meeting.

SHAREHOLDER/MEMBER COMMENTS

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

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

No members offered comments at the meeting, and six members offered written comments, submitted prior to the meeting.

The Board Directors present concurred to support the request for special event approval and assistance in order to sponsor a Good Friday service for the community, in the Amphitheater, on Friday, April 2, 2021, meeting all COVID-19 safety guidelines.

CONSENT AGENDA

The consent agenda included Committee/Board meeting minutes for the month of February 2021: the minutes of the Recreation Committee Board meeting, dated February 1, 2021, the minutes of the Physical Property Committee Board meeting, dated February 3, 2021, the minutes of the Executive Committee Board meeting, dated February 12, 2021, the minutes of the February 23, 2021 Board meeting, the March GRF Board Report, dated March 23, 2021, and acceptance of the Financial Statements, February 2021, for Audit.

The Consent Agenda was adopted, as presented.

REPORTS

The reports of the Chairs of the AB 3182 Ad hoc Committee, the Bulk Cable Services Ad hoc Committee, the COVID-19 Ad hoc Committee, the Chair of the Strategic Planning Ad hoc Committee, and the Website Redesign Ad hoc Committee were presented.

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

TO accept the AB 3182 Ad hoc Committee's final report and formally recognize the dissolution of the Committee.

Ms. Hopewell MOVED, seconded by Ms. Levine, and unanimously carried by the Directors present –

TO accept the GR Bulk Cable Ad hoc Committee's final report and formally recognize the dissolution of the Committee.

President Hopewell announced the resignation of Paula Snowden as Chair of COVID-19; Vice Chair Irma Heinrichs will act as Chair.

NEW BUSINESS

General

Approve Sublease for United Medical Imaging (UMI)

On August 28, 2018, through due Board action, GRF entered into a lease agreement with Collaborative Care Services (Optum Care) for trust property commonly identified as the Health Care Center (HCC).

On February 23, 2021, the GRF Board approved the Assignment and Assumption of Lease for the HHC with Monarch Care (a division of Optum).

Monarch Care, in accordance with Section 12, Assignment and Sub-Leasing of the agreement:

12. ASSIGNMENT & SUB-LEASING. OPTUMCARE shall not voluntarily assign or encumber its interest in this Agreement or in the premises, or sublease all or part of the premises, or allow any other person or entity to use all or any part of the premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default of this Agreement. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph. Any dissolution, merger or consolidation of OPTUMCARE shall be deemed an involuntary assignment and shall constitute a default of OPTUMCARE. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of OPTUMCARE. No interest of OPTUMCARE in this Agreement shall be assignable by operation of law. Notwithstanding anything in this section to the contrary, GRF hereby consents to OPTUMCARE executing subleases (and subsequent amendments thereto) with those third parties that are occupying portions of the Premises as of the date hereof.

is requesting review and consideration of the GRF Board to approve a sublease within the HHC with United Medical Imaging (UMI). UMI shall provide additional medical services in compliance

with Section 4 of the agreement.

Use of the HHC by UMI shall include valued medical services, to include, but not be limited to:

- Dexa Scans (Bone Density)
- Ultrasounds
- Plain View X rays

UMI will occupy suites, 807, 808, 809, 811/813, 814/815 and 108. UMI services will be under the direction of a two to three member staff.

At the GRF Board Executive Session on March 5, 2021, in accordance with provisions of Civil Code 4935, the Board reviewed the terms and conditions of the existing HHC agreements and the request for a sublease, for compliance to the agreements.

Ms. Isom MOVED, seconded by Mr. Friedman -

TO approve the sublease of space within the Health Care Center,
between Monarch Medical and United Medical Imaging.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

AB 3182 Ad hoc Committee

TENTATIVE VOTE: Amend 70-1400-1, Use of GRF (Trust) Facilities

At its regular meeting on January 27, 2021, the AB 3182 Ad hoc Committee duly moved and recommended to the GRF Board of Directors to amend 70-1400-1, Use of GRF (Trust) Facilities.

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

TO amend 70-1400-1, Use of GRF (Trust) Facilities, as presented,
pending a 28-day notification to the members, and a final decision by
the GRF Board of Directors on April 27, 2021.

COVID-19 Ad hoc Committee

Amend 70-1448-3F, FITNESS CENTER, PHASE ONE - REOPENING REQUEST

As of this date, Orange County has lifted the Covid-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the COVID-19 Ad hoc Committee, at its March 17, 2021 meeting,

recommended to the Board the conditional reopening of the Fitness Center as specified in this Emergency Operational Procedure.

Mr. Melody MOVED, seconded by Mr. Friedman–

TO approve the reopening of Trust Property known as the Fitness Center in Clubhouse Six under 70-1448-3F, Fitness Center, Phase One-Emergency Operational Procedures with a maximum capacity of 10% of the equipment area only.

Eleven Directors and the Executive Director spoke on the motion.

The motion was carried with four no votes (Snowden, Hopewell, Damoci, Isom).

Amend 70-1448-3H, Library, Phase One – Reopening Request

As of this date, Orange County has lifted the COVID-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the COVID-19 Ad hoc Committee, at its March 17, 2021 meeting recommended to the Board the conditional reopening of the Library as specified in this Emergency Operational Procedure.

Ms. Gerber MOVED, seconded by Mr. Dodero, and carried unanimously by the Directors present-

TO approve the reopening of Trust Property known as LW Library under 70-1448-3H, Library, Phase One - Emergency Operational Procedures.

Amend 70-1448-3K, Clubhouse One and Two Woodshops – Reopening Request

As of this date, Orange County has lifted the Covid-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the COVID-19 Ad hoc Committee, a its March 17, 2021 meeting, recommended to the Board the conditional reopening of the Clubhouse One and Clubhouse Two Woodshops as specified in this Emergency Operational Procedure.

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

TO approve the reopening of Trust Property known as Clubhouse One and Clubhouse Two Woodshops under 70-1448-3K, Phase One

Amend 70-1448-3M, Art Room, Phase One – Reopening Request

As of March 15, Orange County has lifted the Covid-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the Covid 19 Ad Hoc Committee, at its March 17, 2021 meeting, recommended to the Board the conditional reopening of the Clubhouse Four Art Room specified in this Emergency Operational Procedure.

Ms. Heinrichs MOVED, seconded by Ms. Levine-

TO approve the reopening of Trust Property known as Clubhouse Four, Art Room, under 70-1448-3M, Phase One - Emergency Operational Procedure.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 70-1448-3N, Ceramics Room, Phase One – Reopening Request

As of this date, Orange County has lifted the Covid-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the COVID-19 Ad hoc Committee, at its March 17, 2021 meeting, recommended to the Board the conditional reopening of the Clubhouse Four, Ceramics Room as specified in this Emergency Operational Procedure.

Ms. Snowden MOVED, seconded by Mr. Massetti -

TO approve the reopening of Trust Property known as Clubhouse Four, Ceramics Room, under 70-1448-3N, Phase One - Emergency Operational.

Four Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 70-1448-3O, Lapidary Room, Phase One – Reopening Request

As of this date, Orange County has lifted the Covid-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the COVID-19 Ad hoc Committee, at its March 17, 2021 meeting, recommended to the Board the conditional reopening of the Clubhouse Four, Lapidary Room, as specified in this Emergency Operational Procedure.

Ms. Gerber MOVED, seconded by Mr. Dodero-

TO approve the reopening of Trust Property known as Clubhouse Four, Lapidary Room, under 70-1448-3O, Phase One – Emergency Operational Procedure.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 70-1448-3P, Veterans' Plaza, Phase Two – Expanded Use Request

As of this date, Orange County has lifted the Covid-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the COVID-19 Ad hoc Committee, at its March 17, 2021 meeting, recommended to the Board the conditional expanded use of Veterans' Plaza, currently operating under Phase One, as specified in the Emergency Operational Procedures. Under Phase Two, use of this trust property would extend to vocal groups and religious organizations.

Mr. Massetti MOVED, seconded by Mr. Melody-

TO approve the expanded use of Trust Property known as Veterans' Plaza, (currently open in Phase One), under 70-1448-3P, Phase Two –Emergency Operational Procedure.

Two Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 70-1448-3R, Mission Park, Phase Two – Expanded Use Request

As of March 15, Orange County has lifted the Covid-19 Purple Tier designation and advanced to the Red Tier. In consideration of this fact, as well as at least 50% of residents over 65 having been vaccinated, the COVID 19 Ad Hoc Committee, at its March 17, 2021 meeting, recommended to the Board the conditional expanded use of Mission Park Multi Use Courts, Bocce Court, and the Dr. Tom Amberry Basketball area, currently operating under Phase One, as specified in the Emergency Operational Procedures.

Ms. Heinrichs MOVED, seconded by Mr. Friedman-

TO approve the expanded use of Trust Property known as Mission Park, (currently open in Phase One), under 70-1448-3R, Phase Two

Six Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Executive Committee

Amend 30-5020-1, Organization of the Board

At its meeting on March 12, 2021 the Executive Committee moved to recommend the GRF Board amend 30-5020-1, Organization of the Board.

Ms. Gerber MOVED, seconded by Ms. Rapp-

TO amend 30-5020-1, Organization of the Board, establishing that
GRF Board Officers may not concurrently serve on their Mutual
Board, as presented.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 30-5001-5, Glossary of Terms

At its meeting on March 12, 2021 the Executive Committee moved to recommend the GRF Board amend 30-1001-5, Glossary of Terms.

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

TO amend 30-1001-5, Glossary of Terms, updating the document,
as presented.

Finance Committee

Accept the Final Draft 2020 Audited Financial Statements and Excess Income Distribution

At the regular scheduled meeting of the Finance Committee held on March 15, 2021, the members reviewed the 2020 draft audited financial statements of the Golden Rain Foundation and the excess income, reported herein (Exhibit B). The Committee moved to recommend to the Board acceptance of the final draft audited 2020 Golden Rain Foundation Financial Statements, as of December 31, 2020, for the year then ended, and the proposed Independent Auditors' Report, as submitted by CliftonLarsonAllen LLP, hereby accepting the above-mentioned Financial Statements and reports therein (Exhibit A), reflecting excess income of \$602,940 and, pursuant to Policy 40-5528-1 – Refund of Excess Income, to distribute to the Mutual Corporations the amount of the total excess income,

less cash donations of \$78,806 received from Golden Age Foundation specifically for trust projects, totaling \$524,134.

Mrs. Damoci MOVED, seconded by Mr. Friedman-

TO accept the final draft audited 2020 Golden Rain Foundation Financial Statements, as of December 31, 2020, for the year then ended, and the proposed Independent Auditors' Report, as submitted by CliftonLarsonAllen LLP, hereby accepting the above-mentioned Financial Statements and reports therein (Exhibit A in the agenda packet), reflecting excess income of \$602,940, less cash donations of \$78,806 received from Golden Age Foundation specifically for trust projects, for a total of \$524,134, and to authorize the President to sign the management representation letter (Exhibit B in the agenda packet).

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Mrs. Damoci MOVED, seconded by Ms. Gerber-

TO approve the distribution of excess income, per the audited and approved 2020 Financial Statements to the Mutual Corporations, per the schedule of disbursement, Exhibit C (in the agenda packet).

One Director and the Executive Director spoke on the motion.

The motion was carried with one recusal (Melody).

Approve Reverse Funds for Investing in Indexed CDS

At the regularly scheduled meeting of the Finance Committee on March 15, 2020, the Committee discussed the investment option of purchasing indexed CDs from reserve funds. Indexed CDs fall within the investing guidelines of Policy 40-5520-1, section 6.

The Committee passed a motion to recommend to the GRF Board of Directors, in accordance with Policy 40-5520-1 – Reserves, setting aside no more than \$200,000 in reserve funds to be invested in indexed CDs.

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

TO move that the GRF Board of Directors, in accordance with Policy 40-5520-1, Reserves, approve setting aside no more than \$200,000 in reserve funds to be invested in indexed CDs.

TENATIVE VOTE: Amend 40-5061-2, Fees

At its work study meeting on March 15, 2021, the Finance Committee duly moved and recommended to the GRF Board of Directors to amend 40-5061-2, Fees.

Mr. Pratt MOVED, seconded by Mr. Dodero-

TO amend 40-5061-2, Fees, updating the document language, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 27, 2021.

Nine Directors spoke on the motion.

The motion failed to carry and was referred to the Finance Committee for review.

Amend 40-5522-3, Safe Deposit Box

At its work study meeting on March 15, 2021, the Finance Committee duly moved and recommended to the GRF Board of Directors to amend 40-5522-3, Safe Deposit Box.

Mr. Melody MOVED, seconded by Mr. Friedman-

TO amend 40-5522-3, Safe Deposit Box, updating individuals who are authorized to access GRF's safe deposit box, as presented.

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

Amend 40-5528-1, Refund of Excess Income

At its work study meeting on March 15, 2021, the Finance Committee duly moved and recommended to the GRF Board of Directors to amend 40-5528-1, Refund of Excess Income.

Ms. Isom MOVED, seconded by Ms. Snowden-

TO amend 40-5528-1, Refund of Excess Income, updating the elimination of excess fiscal year, operations budget income

procedure, less monetary donations transferred to the capital fund,
as presented.

Two Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Physical Property Committee

Approve Reserve Funding Request – Spandrel Replacement on El Dorado

At its March 3, 2021 meeting, the Physical Property Committee moved to recommend the GRF Board award a contract to MJ Jurado (contractor of record), for the replacement of the concrete spandrel and portions of the curb and gutter, on El Dorado, by Building 198, due to the lack of drainage and pooling water, for a total cost not to exceed \$9,512 (see attached proposal), after review by the Finance Committee.

Trust property in need of repair is as follows:

Portion of spandrel replacement	\$ 1,452
Curb and gutter replacement	\$ 7,560
Asphalt patch	\$500

Total trust property cost	\$9,512
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At its regular scheduled meeting on March 15, the Finance Committee confirmed that \$9,512 Reserve funding is available for the project, placing a hold on the funds.

Ms. Rapp MOVED, seconded by Mr. Friedman-

TO award a contract to MJ Jurado, for the replacement of the concrete spandrel and portions of the curb and gutter on El Dorado, by Building 198, for a total cost not to exceed \$9,512, Reserve funding, and authorize the President sign the contract.

Three Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Recreation Committee

TENTATIVE VOTE: RV Lot Space Lease Fee Increase

At its regularly scheduled meeting on March 01, 2021, the Recreation Committee duly moved and approved to recommend to the Finance Committee a 20% increase to the yearly fee for a space lease at the GRF 5.5 Acre RV lot.

The Finance Committee, at its meeting on March 15, 2021, reviewed the proposed fee increase for compliance to provisions of Civil Code 5600 (Boards may not impose assessments or fees that exceed the amount necessary to defray the costs for which it is levied) and approved a 20% increase in the annual lease rate, to be effective June 1, 2012, for a stall in the RV Lot and send to the Board for final approval.

Operational expenses are calculated at.

2021 Budget Expense	\$20,656	
RV Lot Attendant	\$26,208	
RC Admin	\$5,094	at \$18 per stall
FC Admin	\$3,396	at \$12 per stall
Sub Total	\$55,354	
Budgeted Income	\$46,000	
Sub Total	-\$9,354	
20% Stall increase	\$9,200	
Break Even	-\$154	
Number of Stalls	283	

The current annual rates are:

10 foot to 20-foot space, \$170
21 foot to 30-foot space, \$200
31-foot to 40-foot space, \$290

The new recommended annual rate is:

10 foot to 20-foot space, \$204 (\$34 increase)
21 foot to 30-foot space, \$240 (\$40 increase)
31-foot to 40-foot space, \$348 (\$58 increase)

Mrs. Perrotti MOVED, seconded Ms. Gerber-

TO approve the 20% increase in the annual lease fee for spaces at
the 5.5 Acre RV Lot, as presented, pending a 28-day notification to

the members, and a final decision by the GRF Board of Directors on

April 27, 2021.

Three Directors spoke on the motion.

The motion was carried with one recusal (Melody).

BOARD MEMBER COMMENTS

Eight Directors offered comments.

ADJOURNMENT

The meeting was adjourned was at 12:50 P.M.

Marsha Gerber, Corporate Secretary
Golden Rain Foundation
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**SPECIAL BOARD OF DIRECTORS MEMBERS MEETING
GOLDEN RAIN FOUNDATION
April 5, 2021**

In accordance with Article V, Section 3, of the corporation by-laws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Golden Rain Foundation (GRF) Board of Directors was called to order by President Hopewell at 10:00 a.m. on Monday, April 5, 2021, in Clubhouse Four and via Zoom.

ROLL CALL

Following the roll call, Corporate Secretary Gerber reported that Directors Perrotti, Snowden, Gerber, Hopewell, Rapp, Levine, Heinrichs, Melody, and Friedman, were present.

Directors Collazo, Pratt, Thompson, Slutsky, Doderer, Damoci, Isom, and Massetti participated via Zoom.

Absent: Director Stone was absent.

Seventeen Board members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by Director Slutsky.

ANNOUNCEMENTS

No announcements were made.

MEMBER COMMENTS

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

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

No shareholder/members offered comments; no written comments were submitted prior to the meeting.

AB 3182 Ad hoc Committee

FINAL VOTE: A709-1406-1, Limitations on Use of Trust Property – Rules

At the February 23 meeting of the GRF Board of Directors, the Board voted to tentatively amend 70-1406-1, Limitations on Use of GRF (Trust) Facilities, pending a 28-day notice period to Foundation members. The document draft was published in the March 4 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with Civil Code **§4360**.

No correspondence was received, during the 28-day notification to the membership period.

Mrs. Damoci MOVED, seconded by Mr. Massetti -

TO amend 70-1406-1, Limitations on Use of GRF (Trust) Facilities, updating document language, updating the Trust Facilities which legal residents in good standing may use, establish a minimum age for table tennis use, add radio-controlled device usage as prohibited and establish rules for reservations of Clubhouses for bingo games. Further, the rules include notice that the Recreation Committee and/or Department must approve revenue-generating reservations, personal trainers, and use of any Clubhouse by GAF on holidays, as presented.

Seven Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Architectural Design and Review Committee

Approve Statue Relocation

At the March 25, 2021 meeting of the Architectural Design and Review Committee, the Committee reconsidered the location of the donated statute installed at the corner of St Andrews and Golden Rain, per the Committees action of February 6, 2020, and subsequent Committee review on March 15, 2021.

The Executive Director recapped comments received to the GRF Webmaster and Executive Director though March 16, 2021: total comments received, 118 (99 unfavorable and 19 favorable).

Relocation suggestions: Library/Veterans Plaza, 32; Mission Park (Serenity Garden and Pickleball), 6, and Non-Trust Property (M1 or Church), 3.

All suggestions on a possible relocation were reviewed, noting a clear majority of the comments supported relocation to the Library, Exhibit A in agenda packet. The Committee duly moved and approved to recommend to the Board relocation of the statute to the Library and directed the Executive Director to remove and store the statute pending Board action, based upon random acts to vandalism the statue.

GRF contractor of record, JR Jurado, has generously donated, time and materials required to construct the base for the statue at the library. General labor to prepare the area and relocate the statue will be accomplished by GRF staff.

Mr. Dodero MOVED, seconded by Ms. Rapp -

TO approve the placement of the donated statue at the Library, as generally depicted in Exhibit A (in the agenda packet), and authorize the Executive Director to take due actions, including acceptance of the donation by MJ Jurado of time and materials to construct the statue base.

The motion was carried with one recusal (Perrotti).

COVID-19 Ad hoc Committee

Adopt 70-1449-1, California COVID Action Levels – Procedures

At the COVID 19 Ad hoc Committee meeting of March 17, 2021, the Committee moved to recommend the GRF Board adopt 70-1449-1, California COVID Action Levels – Procedures.

Ms. Heinrichs MOVED, seconded by Ms. Rapp -

TO adopt 70-1449-1, California COVID Action Levels – Procedures, which sets forth the criteria and related evaluation tools to determine the opening and closing of Golden Rain Foundation Trust properties in response to changing COVID-19 conditions, as presented.

Nine Directors spoke on the motion.

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

Executive Committee

FINAL VOTE: Amend 30-5093-2, Member/Owner (M/O) Renter/Lessee (R/L) Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties

At the February 23 meeting of the GRF Board of Directors, the Board voted to tentatively amend

Member/Owner (M/O) Renter/Lessee (R/L) Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties, pending a 28-day notice period to Foundation members. The document draft was published in the March 4 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with Civil Code **§4360**.

One item of correspondence was received during the 28-day notification to the membership period and is attached.

Ms. Gerber MOVED, seconded by Mr. Dodero, and carried unanimously by the Directors present-

TO amend 30-5093-2, Member/Owner (M/O) Renter/Lessee (R/L) Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties, clarifying document language, the review process of egregious offences, and specifying that GRF-contracted service providers will be protected while on Trust Property or while working in Mutuals, as presented.

Consent Calendar: Security, Bus & Traffic Committee

The consent agenda included for FINAL VOTE: 80-5580-1, Entry Passes – Rules, 80-1930-1, Traffic – Rules, 80-1937-1, Parking- Rules, and 40-1937-2, Parking- Fines. The following governing documents were rescinded: 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, and 80-1928-1, Golf Cart and Low Speed Vehicle Rules.

The Consent Agenda was adopted, as amended.

General

Non-budgeted Funding Request – Reward

On March 22, 2021, a community member received anonymous correspondence of a hateful and threatening nature. Immediate actions were taken by both Seal Beach Police and GRF to identify this individual.

To facilitate the leads and tips to support the investigations, the Board of the Golden Rain Foundation wishes to offer a reward of \$5,000 for information directly leading to the arrest and prosecution of the responsible party for the anonymous anti – AAPI hate correspondence sent to a GRF member.

This action is deemed in the best interest of the community in stopping conduct that violates GRF's governing documents, Federal and State laws.

Mr. Friedman MOVED, seconded by Mr. Dodero, and carried unanimously -

TO approve nonbudgeted funds, in an amount of \$5,000, as a reward for information directly leading to the arrest and prosecution of the responsible party for the anonymous anti – AAPI hate correspondence sent to a GRF member on March 22, 2021.

Four Directors and the Executive Director spoke on the motion.

Director Comments

Two Directors offered comments.

Adjournment

The meeting was adjourned at 10:41 a.m.

Marsha Gerber, Corporate Secretary
GRF Board of Directors
04.05.21

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**SPECIAL BOARD OF DIRECTORS MEMBERS MEETING
GOLDEN RAIN FOUNDATION
April 13, 2021**

In accordance with Article V, Section 3, of the corporation by-laws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Golden Rain Foundation (GRF) Board of Directors was called to order by President Hopewell at 10:00 a.m. on Tuesday, April 13, 2021, in Clubhouse Four and via Zoom.

ROLL CALL

Following the roll call, Corporate Secretary Gerber reported that Directors Perrotti, Snowden, Gerber, Hopewell, Rapp, Slutsky, Doderio, Levine, Melody, Friedman, and Massetti were present. Directors Pratt, Stone, Thompson, Damoci, and Isom participated via Zoom.

Absent: Directors Collazo and Heinrichs were absent.

Sixteen Board members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ANNOUNCEMENTS

No announcements were made.

MEMBER COMMENTS

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

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

One shareholder/member offered comments; no written comments were submitted prior to the meeting.

GENERAL

Approve Storm Drain Catch Basin Improvements

The City of Seal Beach / Orange County Transportation Authority has made available a grant designed to mitigate pollution entering the waterways through the community storm drains. The total construction cost is estimated to be \$300,000, with a 20% minimum match provided (\$60,000).

This is based on the following:

- 157 qualifying LW inlet locations, some of which require inlet and/or grates.
- Assumes 10% construction contingency (\$25k), which would only be charged if used.
- Assumes 10% inspection cost (\$25k), of which only, the expensed portion would be invoiced.
- The cost proposal was generated based on OCTA/OCPW master agreement pricing, which is fair compared to competitive bidding.
- Total OCTA grant application request is \$300,000, which requires a 20% match (\$60k). This number is conservative and assumes we spend the full \$50k contingency and inspection cost.

It is requested by the City for GRF to provide a commitment letter to the City and OCTA indicating that GRF will commit to the 20% match, if grant is awarded.

Details of the project are attached.

At the regular Physical Property Committee meeting on April 7, 2021, the Committee duly moved and approved to recommend the GRF Board approve this project.

Deputy Public Works Director/City Engineer Iris Lee and the Director of Public Works Steve Myrter participated in the meeting.

Ms. Hopewell MOVED, seconded by Mr. Dodero -

TO approve the installation of storm drain screens throughout the community, in an amount not to exceed \$60,000, Capital Funding, and authorize the President sign the Memorandum of Understanding.

Fifteen Directors, the Executive Director, the Facilities Director, and the representatives from the City of Seal Beach spoke on the motion.

The motion fails with six yes votes (Pratt, Thompson, Hopewell, Dodero, Levine, Isom) and one recusal (Melody).

Director Comments

Four Directors offered comments.

Adjournment

The meeting was adjourned at 11:30 a.m.

Marsha Gerber, Corporate Secretary
GRF Board of Directors
04.13.21

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



April 27, 2021

Announcements

MOVED and duly approved to support the actions being taken into the investigation of the hate/bias crime of March 22, 2021.

Approved Consent Agenda

MOVED and duly approved the Committee/Board meeting minutes for the month of February 2021: the minutes of the February 1, 2021 Recreation Committee Board meeting, the minutes of the February 3 2021 Physical Property Committee Board meeting, the minutes of the February 12, 2021 Executive Committee Board meeting, the minutes of the GRF Board of Directors meeting, dated February 23 2021, GRF Board Report, dated March 23, 2021, and the acceptance of the Financial Statements, February 2021, for Audit.

Reports

MOVED to accept the AB 3182 Ad hoc Committee's final report and formally recognize the dissolution of the Committee.

MOVED to accept the GRF Bulk Cable Ad hoc Committee's final report and formally recognize the dissolution of the Committee.

General – Approve Sublease for United Medical Imaging (UMI)

MOVED to approve the sublease of space within the Health Care Center, between Monarch Medical and United Medical Imaging.

AB 3182 Ad hoc Committee- TENTATIVE VOTE: Amend 70-1400-1, Use of GRF (Trust) Facilities

MOVED to tentatively amend 70-1400-1, Use of GRF (Trust) Facilities, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 27, 2021.

COVID-19 Ad hoc Committee – 70-1448-3F, Fitness Center, Phase One – Reopening Request

MOVED to approve the reopening of Trust Property known as the Fitness Center in Clubhouse Six under 70-1448-3F, Fitness Center Phase One-Emergency Operational Procedures with a maximum capacity of 10% of the equipment area only.

COVID-19 Ad hoc Committee – 70-1448-3H, Library Phase One – Reopening Request

MOVED to approve the reopening of Trust Property known as LW Library under 70-1448-3H, Library, Phase One - Emergency Operational Procedures.

COVID-19 Ad hoc Committee – 70-1448-3K, Clubhouses One and Two Woodshops – Reopening Request

MOVED to approve the reopening of Trust Property known as Clubhouse One and Clubhouse Two Woodshops under 70-1448-3K Phase One - Emergency Operational Procedures.

COVID-19 Ad hoc Committee – 70-1448-3M, Art Room – Reopening Request

MOVED to approve the reopening of Trust Property known as Clubhouse Four, Art Room, under 70-1448-3M, Phase One - Emergency Operational Procedure.

COVID-19 Ad hoc Committee – 70-1448-3N, Ceramics Room, Phase One – Reopening Request

MOVED to approve the reopening of Trust Property known as Clubhouse Four, Ceramics Room, under 70-1448-3N, Phase One - Emergency Operational.

COVID-19 Ad hoc Committee – 70-1448-3O, Lapidary Room, Phase One – Reopening Request

MOVED to approve the reopening of Trust Property known as Clubhouse Four, Lapidary Room, under 70-1448-3O, Phase One – Emergency Operational Procedure.

COVID-19 Ad hoc Committee – 70-1448-3P, Veteran's Plaza, Phase Two – Expanded Request

MOVED to expanded use of Trust Property known as Veterans Plaza, (currently open in Phase One), under 70-1448-3P, Phase Two –Emergency Operational Procedure.

COVID-19 Ad hoc Committee – 70-1448-3R, Mission Park, Phase Two – Expanded Request

MOVED to approve the expanded use of Trust Property known as Mission Park, (currently open in Phase One), under 70-1448-3R, Phase Two – Emergency Operational Procedure.

Executive Committee – Amend 30-5020-1 Organization of the Board

MOVED to amend 30-5020-1, Organization of the Board, establishing that GRF Board Officers may not concurrently serve on their Mutual Board, as amended.

Executive Committee – Amend 30-1001-5, Glossary of Terms

MOVED to amend 30-1001-5, Glossary of Terms, updating the document, as presented.

Finance Committee – Accept 2020 Audited Financial Statements and Excess Income Distribution

MOVED to accept the final draft audited 2020 Golden Rain Foundation Financial Statements, as of December 31, 2020, for the year then ended, and the proposed Independent Auditors' Report, as submitted by CliftonLarsonAllen LLP, hereby accepting the above-mentioned Financial Statements and reports therein (Exhibit A in the agenda packet), reflecting excess income of \$602,940, less cash donations of \$78,806 received from Golden Age Foundation specifically for trust projects, for a total of \$524,134, and to authorize the President to sign the management representation letter (Exhibit C in the agenda packet).

Pursuant to Policy 40-5528-1 – Refund of Excess Income, MOVED to approve the distribution of excess income, per the audited and approved 2020 Financial Statements to the Mutual Corporations, per the schedule of disbursement, Exhibit C (in the agenda packet).

Finance Committee – Approve Reserve Funds for Investing in Indexed CDs

MOVED, in accordance with Policy 40-5520-1 – Reserves, to approve setting aside no more than \$200,000 in reserve funds to be invested in indexed CDs.

Finance Committee – TENTATIVE VOTE: Amend 40-5061-2, Fees

MOVED to refer 40-5061-2, Fees, to the Finance Committee for review.

Finance Committee – Amend 40-5522-3, Safe Deposit Box

MOVED to amend 40-5522-3, Safe Deposit Box, updating individuals who are authorized to access GRF's safe deposit box, as presented.

Finance Committee – Amend 40-5528-1, Refund of Excess Income

MOVED to amend 40-5528-1, Refund of Excess Income, updating the elimination of excess fiscal year, operations budget income procedure, as presented.

Physical Property Committee – Reserve Funding Request – El Dorado, Spandrel Replacement

MOVED to award a contract to MJ Jurado, for the replacement of the concrete spandrel and portions of the curb and gutter on El Dorado, by Building 198, for a total cost not to exceed \$9,512, Reserve funding, and authorize the President sign the contract.

Recreation Committee – TENTATIVE VOTE: RV Lot Space Annual Lease Fee Increase

MOVED to approve the 20% increase in the annual lease fee for spaces at the 5.5 Acre RV Lot, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 27, 2021.

Recap of GRF Committees' Activity

March 2021

March 25, 2021, Architectural Design and Review Committee

- CONCURRED to request Committee members Heinrichs, Rapp and President Hopewell visit the nurse's to review potted plants for the entrance of Clubhouse Two;
- MOVED to forward the Channel Fencing agenda item to the Strategic Planning Ad Hoc Committee (SPAH), for further review;
- CONCURRED to request have the Executive Director bring additional samples of the Mini Farm LW Logo, based on the Committee's feedback, to the next scheduled meeting;
- MOVED to approve the wall art for the Clubhouse Two Pool Room, as presented on the agenda and to request the Executive Director bring additional information on the Game Room;
- MOVED to recommend the GRF Board of Directors award a contract to J&J Landscaping, to replace the plants around the Perimeter Wall of the Medical Center and Clubhouse Six parking lots, for a cost not to exceed \$9,575, Reserve funding, after Finance review and remove the New Zealand Flax from the suggested planting list;
- MOVED to relocate the statue located at Golden Rain and St Andrews, to Trust property identified as the library;
- MOVED to authorize the Executive Director to remove and store the statue as soon as reasonably possible, pending Board action on relocation.

CANCELLED: April 1, 2020, COVID-19 Ad hoc Committee

April 5, 2021, Recreation Committee

- MOVED to recommend to the GRF Board of Directors use of the Amphitheater for four (4) Amphitheater shows, six (6) movies, with the following stipulations: public health and safety orders would allow for reasonable occupancy within the Amphitheater to justify the expense associated with the event and the Finance Committee determination of funding, in an amount not to exceed \$46,000;
- MOVED to recommend to the GRF Board of Directors grant the Recreation Director authority to make any necessary revisions needed for occupancy and scheduling of the events as public health and safety orders may change;

- CONCURRED to request the Mini Farm lease be reviewed at the next scheduled meeting;
- CONCURRED to request the Executive Director meet with the sewing room users; the Committee will discuss the enhancements at the next scheduled meeting;
- CONCURRED to schedule a meeting with the NOCE representative and the Library Operations Supervisor, before the end of April, to discuss the fall class schedule;
- CONCURRED to review the proposed community drive thru car show route and involvement of GRF Security at the next scheduled meeting;
- CONCURRED to review 70-1487-1, Recreational Vehicle Lot (RVL) Rules and Regulations and Amend 70-1487-2, Recreational Vehicle Lot (RVL) Schedule of Fees and Monetary Fines documents in a work study meeting.

• **CANCELLED: April 7, 2020, Governing Documents Committee**

April 7, 2020, Physical Property Committee

- MOVED to recommend the GRF Board of Directors authorize cancellation of the contract with Bruno construction for the Clubhouse Three Storage Closet;
- CONCURRED to review the ADA Engineer report on handrails at the Administration Building at the next scheduled Committee meeting;
- MOVED to recommend the GRF Board of Directors approve \$60,000, in non-budgeted Capital Funding, to the City of Seal Beach for the retrofitting and construction of storm drain catch basins and authorize the GRF President to sign the Memorandum of Understanding;
- CONCURRED to request a legal opinion from corporate counsel and then schedule a Special GRF Board meeting to review;
- MOVED to recommend the GRF Board of Directors to authorize the Executive Director issue work orders to the Service Maintenance Department for the following tasks, not to exceed \$10,000, Capital Funding, including \$1,000 in contingency funds, pending Finance Committee review: remove the fireplace surround, add an 18" tall block wall at steel columns, add LED lighting to illuminate the new planter area, patch the flooring with suitable flooring, and face the new surround and existing brick with ADRC approve stacked stone;
- MOVED to recommend the GRF Board award a contract to Elite Elevator Service for a modernization upgrade to the elevator located at Building 5 for a cost of \$ 47,097 and adding \$3,000 contingency funding for a total cost not to exceed \$50,097, Reserve Funding, pending Finance Committee review;
- MOVED to direct staff to provide proposals for a full survey of Trust Property commonly identified as the 1.8 acres, provide proposals to develop and present a new mini farm plot plan, provide proposals to completely clear all plots, remove soil as needed and regrade at a suitable slope for drainage from the Nassau wall to the sidewalk, and present proposals at the May meeting of the Physical Properties Committee.

April 8, 2021, Communications/ITS Committee

- CONCURRED to keep LW Weekly in a PDF format on LWSB website and upload the Tecnavia version (www.lwweekly.com) simultaneously for a period of thirty days, following Tecnavia's official launch;
- CONCURRED to direct the IT Supervisor provide Committee members with more information on presented proposals and schedule a demonstration of the services with Board members present, prior to making final decision on a vendor;
- CONCURRED to direct the IT Supervisor present a LW Live text alerts survey to the residents in a two-step process: first – if the residents are interested, second – if they'd like to opt-in;

- MOVED to adopt 20-5585-2, Advertising Policy-Fees, 20-5585-3, Advertising Procedures, 20-5585-1 Advertising, amend 20-2806-1, Community Publications, and rescind 20-2806-2, Community Publications – Fees, 20-2850-3, Advertising Commissions, 20-2860-1, Establishing Advertising Rates, 20-2861-1, Advertising for Estate and Patio Sales, 20-2866-1, Bilingual Advertising, 20-5581-1, Communications Department Advertising, and 20-5583-3, Minibus Advertising.

April 9, 2021, Executive Committee

- CONCURRED to review the Rental Specialist position description at the next scheduled Committee meeting;
- CONCURRED to review the newly formatted version of the “On Your Own” project at the next scheduled Committee meeting;
- CONCURRED to discuss the Stock Transfer Office Reorganization at the next scheduled Committee meeting;
- CONCURRED to review to the Information Technology position description, amended to include network security duties, at the next scheduled Committee meeting;
- CONCURRED to review the Exercise Room Attendant position description at the next scheduled Committee meeting;
- CONCURRED to review the Member Resources & Assistance Liaison position description at the next scheduled Committee meeting;
- MOVED to recommend the GRF BOD amend 50-1610-3, GRF Membership Eligibility, as amended;
- CONCURRED to request corporate counsel review 50-1640-4, Active Membership Certificate and return to Committee for review at the next scheduled meeting.

April 12, 2021, Mutual Administration Committee

- CONCURRED to accept information provided by the Executive Director and consider the topic resolved;
- MOVED to include the Optum Health brochure in the Welcome Packet for new buyers;
- CONCURRED to review the Pet Brochure at the May meeting; the Executive Director will request the IT department to forward the online document to the Committee for editing;
- MOVED to approve the removal of the wall and door in the Stock Transfer Manager’s office, work to be performed by Service Maintenance, at a cost not to exceed \$500, from the Building Repairs and Maintenance Budget, work to be performed by the Service Maintenance department;
- MOVED to recommend the GRF BOD amend 50-1023-1 GRF Pet Ownership Rules, as presented;
- MOVED to recommend the GRF BOD amend 50-5165-3 Mutual Admin & Service Maintenance Committee Charter, as presented.

April 14, 2021, Security, Bus & Traffic Committee

- CONCURRED to request the Executive Director and the Fleet Manager provide additional information on the contracted/off-Site bus service at the next scheduled meeting;
- CONCURRED to request the Security Services Director provide additional information on the RFID Phase II at the next scheduled meeting;
- MOVED to recommend the GRF BOD consider community access to the King’s Crew dispensary, contingent upon hours of operation and riding regulations during COVID-19 restrictions.

April 16, 2021, Strategic Planning Ad hoc Committee

- CONCURRED to refer the reconfiguration of St. Andrews at Northwood Road to the Physical Property Committee to prepare an RVP and seek bids from a traffic engineer to also include the Main Gate/North Gate and the Point;
- CONCURRED to refer #27, Evaluation and Enhancement of 1.8 Acres to the Physical Property Committee to obtain a price to clear and grade and replace irrigation, where needed, at 1.8 Acres;
- CONCURRED to change the priority level of #27, Evaluation and Enhancement of 1.8 acres from level One to level Nine;
- CONCURRED to request additional information regarding the establishment of a 501c3 non-profit company from the Executive Director;
- CONCURRED to remove #35, Entry Pass for Non-resident Amenity Use from the Future Vision list;
- CONCURRED to refer Move the Bus Station Away from the Main Gate to the Security, Bus & Traffic Committee for review.

April 19, 2021, Finance Committee

- MOVED to recommend the GRF Board accept for audit and forward to the GRF Board the draft interim financial statements for period ending March 31, 2021, as presented by the Director of Finance and as reviewed by the Finance Committee;
- MOVED to recommend the GRF Board authorize the purchase investments using reserve funds as follows: brokered CDs through Morgan Stanley totaling \$200,000; brokered CDs through US Bancorp totaling \$1,100,000, with terms ranging from twelve (12) months to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors; indexed CD(s) totaling \$200,000 using the established guidelines approved by the Finance Committee on March 15, 2021;
- MOVED to recommend the GRF Board authorize the purchase of brokered CD's through US Bancorp, totaling \$300,000 of Capital funds, with terms ranging from six (6) to twelve (12) at the prevailing interest rates at the time of purchase and at the discretion of the financial advisor;
- MOVED to inform the GRF Board that the Finance Committee has determined Capital Funds in the amount of \$10,000, are available and have placed a temporary hold, pending Board action on the proposed project of Cluhouse Three fireplace renovation, per the scope of work submitted from the Sevice Maintenance Department, as being recommended to the Board by the Physical Property Committee, per the Committees action request of April 7, 2021, Clubhouse three fireplace renovation;
- MOVED to inform the GRF Board, the Finance Committee has determined Non-budgeted funds, in an amount not to exceed \$46,000, are available and have placed a temporary hold on these funds, pending Board action on the proposed project 2021 Amphitheater events, as being recommended to the Board by the Recreation Committee, per the Committees action request of April 5, Amphitheater events;
- MOVED to inform the GRF Board, the Finance Committee has determined Operating funds in the amount of \$19,500, are available and have placed a temporary hold, pending Board action on the proposed purchase of a block of 100 prepaid support hours from Boyer & Associates, as being recommended to the Board by the Finance Committee, per this Committee's action request;
- MOVED to inform the GRF Board, the Finance Committee has determined Reserve funds in an amount not to exceed \$50,097, are available and have placed a temporary hold, pending Board action on the proposed project for the modernization of the elevator at Building Five, as being

recommended to the Board by the Physical Property Committee, per the Committees action request of April 7, 2021, building five – elevator modernization;

- MOVED to inform the GRF Board, the Finance Committee has determined Non-Scheduled Reserve Funds in the amount of \$4,000 and Capital Funds in the amount of \$2,150 are available are available and have placed a temporary hold on these funds pending Board action on the proposed to replace Trust Property asset identified as Administration Building, 2nd Floor Assistant to the Executive Directors workstation and general workspace improvement and modifications as recommended to the Board by the Executive Committee on March 12, 2021;
- MOVED to request the GRF Board release the list created by Management Services Review Ad Hoc Committee and distributed to all Mutual Boards with a cover letter, drafted by the Executive Director and approve by the GRF President;
- CONCURRED to request the Physical Property Committee add LW Maps to their agenda.

April 20, 2021, Website Redesign Ad hoc Committee

- CONCURRED to CONCURRED to schedule a work study meeting, in May, to review **current** website verbiage;
- CONCURRED to request Chair Janet Isom obtain feedback from the Historical Society for committee review at the next scheduled meeting.

Financial Recap

March 2021

Financial Recap – March 2021

As of the three-month period ended March 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$389,296

Major variances are:

Wages, Taxes & Benefits	\$305,653	Favorable: Wages \$191; P/R Taxes \$22K; Workers' Comp \$15K; 401(k) ER Match \$12K; Group Ins \$66K; average FTE < budget by 23 FTE
Agency Fees	(42,069)	Temporary help to fill key positions
Facilities Maintenance	19,458	Favorable: Maintenance scheduled for later in the year
Publication Printing	24,299	Favorable: Decrease in printing rates
Certificate Prep Fees	18,100	Favorable: Unit sales exceeds budget
Rental Income	23,449	Favorable: Unit sales exceeds budget
News Advertising Income	12,433	Favorable: Display, Front Footer & Classified ads
SRO Labor Cost Recovery	(22,078)	Unfavorable: Invoicing is behind due to staffing changes

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$11,581,627	\$1,150,985	\$10,430,642	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$3,304,364	\$847,461	\$2,456,903	8

Total year-to-date approved unbudgeted operating expenses are \$37,310.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE MARCH 2021 FINANCIAL STATEMENTS
DATE: APRIL 27, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 19, 2021, 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 March 2021 interim financial statements for audit.

I move that the GRF Board of Directors accept the March 2021 interim financial statements for audit.

Financial Recap – March 2021

As of the three-month period ended March 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$389,296

Major variances are:

Wages, Taxes & Benefits	\$305,653	Favorable: Wages \$191; P/R Taxes \$22K; Workers' Comp \$15K; 401(k) ER Match \$12K; Group Ins \$66K; average FTE < budget by 23 FTE
Agency Fees	(42,069)	Temporary help to fill key positions
Facilities Maintenance	19,458	Favorable: Maintenance scheduled for later in the year
Publication Printing	24,299	Favorable: Decrease in printing rates
Certificate Prep Fees	18,100	Favorable: Unit sales exceeds budget
Rental Income	23,449	Favorable: Unit sales exceeds budget
News Advertising Income	12,433	Favorable: Display, Front Footer & Classified ads
SRO Labor Cost Recovery	(22,078)	Unfavorable: Invoicing is behind due to staffing changes

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$11,581,627	\$1,150,985	\$10,430,642	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$3,304,364	\$847,461	\$2,456,903	8

Total year-to-date approved unbudgeted operating expenses are \$37,310.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	280,656	
1122000	Non-Restricted Funds	151,257	
	Receivables	111,937	
	Prepaid expenses	472,336	
1154100	Deferred Lease Revenue	5,526	
	Inventory of maintenance supplies	562,874	

	Total Current Assets		1,584,586
	Designated deposits		
1211000	Contingency Operating Fund	1,000,000	
	Reserve Fund	11,581,627	
1212500	Capital Improvement Fund-GRF	3,304,364	

	Total designated deposits		15,885,991
	Notes Receivable		
1411000	Notes Receivable	76,691	

	Total Notes Receivable		76,691
	Fixed Assets		
	Land, Building, Furniture & Equipment	39,031,893	
	Less: Accumulated Dep'n	(23,739,020)	

	Net Fixed Assets		15,292,874
	Other Assets		-----
	Total Assets		32,840,142
			=====

P.O. Box 2069
Seal Beach CA 90740

Description		
Liabilities & Equity		
Current Liabilities:		
	Accounts payable	298,863
	Project Committments	667,153
	Prepaid Deposits	21,433
	Accrued payroll & payroll taxes	592,013
	Unearned Income	56,469
	Accrued expenses	100,999
2139000	Accrued Legal Settlement	550,000

	Total Current Liabilites	2,286,929
	Total Liabilities	2,286,929
Equity		
Mutuals' Beneficial Interest		
3211000	Contingency Operating Reserve Equity	1,000,000
3212000	Reserve Equity	11,027,438
3394000	Capital Fund Equity	3,190,619
3310000	Beneficial Interest in Trust	15,150,909

	Total Mutuals' Beneficial Interest	30,368,966
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	4,641,851

	Total Paid-in-Capital	6,251,651
Excess Income		
	Current Year	127,125

	Total Excess Income	127,125
3920000	Dep'n & Amortization	(6,194,530)
	Net Stockholders' Equity	30,553,212

	Total Liabilities & Stockholders' Equity	32,840,142
		=====

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended March 31, 2021

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2020	1,000,000	11,238,577	3,087,355	79,149	15,405,080
Funded: Assessments		124,997			124,997
Funded: Amenities Fees collected (151)		307,180	307,180		614,360
Funded: M17 Lease Fees collected (21)		5,202	5,202		10,404
Funded: Interest on Funds		27,635	1,343		28,978
Expenditures		(121,964)	(107,022)		(228,986)
Donations		-	10,306		10,306
Transfers to/from Funds	-				-
Net Monthly Activity				72,109	72,109
Balance 03/31/2021	1,000,000	11,581,627	3,304,364	151,257	16,037,248
Net Activity	-	343,050	217,009	72,109	632,168

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of March 2021

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 2/28/2021	1,000,000	11,414,421	3,227,165	137,731	15,779,316
Funded: Assessments		41,667			41,667
Funded: Amenities Fees collected	(78)	159,151	159,151		318,301
Funded: M17 Lease Fees collected	(2)	493	493		986
Funded: Interest on Funds		9,793	353		10,146
Expenditures		(43,898)	(89,298)		(133,195)
Donations			6,500		6,500
Transfers between funds					-
Interest Income Allocation					-
Net Monthly Activity				13,527	13,527
Balance 3/31/2021	1,000,000	11,581,627	3,304,364	151,257	16,037,248
Net Activity	-	167,206	77,199	13,527	257,932

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended March 31, 2021

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	431,913	389,316	42,597
Current Assets	17,470,577	17,704,123	(233,546)
Current Liabilities	2,286,929	2,383,359	(96,430)
Current Ratio	7.64	7.43	
Designated Deposits:	15,885,991	15,641,586	244,405
Reserve Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,513,856	1,423,295	90,561	6.36
Expense	1,359,870	1,432,782	72,912	5.09
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	153,986	(9,487)	163,473	
Year To Date	Actual	Budget	Variance	%
Income	4,420,404	4,179,159	241,245	5.77
Expense	4,031,732	4,179,782	148,050	3.54
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	388,672	(623)	389,295	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2021
130.55	132.97	156.33

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE
DATE: APRIL 27, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 19, 2021, 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 the GRF Board authorize the purchase of brokered CDs through Morgan Stanley totaling \$200,000; through US Bancorp totaling \$1,100,000 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; and indexed CD(s) totaling \$200,000 using the established guidelines approved by the Finance Committee on March 15, 2021.

I move to approve the purchase of brokered CDs through Morgan Stanley totaling \$200,000; through US Bancorp totaling \$1,100,000 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; and indexed CD(s) totaling \$200,000 using the established guidelines approved by the Finance Committee on March 15, 2021.

Reserve Funds Investment Ladder as of March 31, 2021

Term	Maturity Month	Investment Amount	Rate	Loc
0	Apr-21	245,000	3.05%	U
1	May-21	485,000	1.55%	U
2	Jun-21	245,000	1.00%	U
3	Jul-21	530,000	1.38%	U/M
4	Aug-21	630,000	0.43%	U/M
5	Sep-21	245,000	1.00%	U
6	Oct-21	935,000	0.97%	U/M
7	Nov-21	622,132	0.21%	M
8	Dec-21	878,128	0.05%	M
9	Jan-22	510,000	0.05%	U
10	Feb-22	795,000	0.10%	U/M
11	Mar-22	1,155,000	0.05%	U/M
12	Apr-22	285,000	0.10%	U
13	May-22	245,000	0.10%	U
14	Jun-22	245,000	0.05%	U
15	Jul-22	245,000	0.10%	U
16	Aug-22	-		
17	Sep-22	-		
18	Oct-22	-		
19	Nov-22	-		
20	Dec-22	-		
21	Jan-23	-		
22	Feb-23	-		
23	Mar-23	-		
24	Apr-23	-		
25	May-23	-		
26	Jun-23	-		
27	Jul-23	-		
28	Aug-23	-		
29	Sep-23	-		
30	Oct-23	-		
31	Nov-23	-		
32	Dec-23	-		
33	Jan-24	-		
34	Feb-24	-		
35	Mar-24	-		
36	Apr-24	-		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CAPITAL IMPROVEMENT FUNDS INVESTMENT PURCHASE
DATE: APRIL 27, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on April 19, 2021, the members discussed the amount of liquid capital improvement funds available for investing and the current investment ladder.

Following this discussion, the Committee passed a motion to recommend to the GRF Board the purchase of brokered CDs through US Bancorp, totaling \$300,000 of capital funds, with terms ranging from six (6) to twelve (12) months at the prevailing interest rates, at the time of purchase, and at the discretion of the financial advisor.

TO approve the purchase of brokered CDs from US Bancorp totaling \$300,000 of capital improvement funds, with terms ranging from six (6) to twelve (12) months at the prevailing interest rates, at the time of purchase, and at the discretion of the financial advisor.

Capital Funds Investment Ladder as of April 19, 2021

Term	Maturity Month	Investment Amount	Rate
0	Apr-21		
1	May-21	245,000	0.05%
2	Jun-21	150,000	0.20%
3	Jul-21		
4	Aug-21		
5	Sep-21		
6	Oct-21	210,000	0.10%
7	Nov-21	200,000	1.80%
8	Dec-21	45,000	0.05%
9	Jan-22	200,000	0.01%
10	Feb-22	245,000	0.05%
11	Mar-22	255,000	0.05%
12	Apr-22		
13	May-22		
14	Jun-22		
15	Jul-22		
16	Aug-22		
17	Sep-22		
18	Oct-22		
19	Nov-22		
20	Dec-22		
21	Jan-23		
22	Feb-23		
23	Mar-23		
24	Apr-23		
25	May-23		
26	Jun-23		
27	Jul-23		
28	Aug-23		
29	Sep-23		
30	Oct-23		
31	Nov-23		
32	Dec-23		
33	Jan-24		
34	Feb-24		
35	Mar-24		
36	Apr-24		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **FINAL VOTE:** AMEND 70-1400-1 USE OF GRF (TRUST) FACILITIES
DATE: APRIL 15, 2021
CC: FILE

At the March 23 meeting of the GRF Board of Directors, the Board voted to tentatively adopt 70-1400-1 Use of GRF (Trust) Facilities, pending a 28-day notice period to Foundation members. The document draft was published in the March 25 edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with Civil Code **§4360**.

No correspondence was received during the 28-day notification to the membership period.

I move to amend 70-1400-1, Use of GRF (Trust) Facilities, updating document language, adding Mutual Renter/Lessees conditions for use of Trust facilities, and clarifying that Permitted caregiver residents and non-resident health care providers are not entitled to use of any Trust facilities, as presented.



RECREATION

Use of GRF (Trust) Facilities

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

1. CO-OCCUPANTS

Persons, ~~as defined in California Civil Code Section 51.3~~ who are not stockholders/~~M~~members/Owners (M/O) but are approved by the Mutuals to reside with a stockholder/member M/O, shall be entitled to use all of the Trust facilities upon payment of ~~the Trust Property Use Fee (TPUF). a fee equal to the Amenities Fee listed in 40-5061-2.~~ a fee equal to the Amenities Fee listed in 40-5061-2.

2. QUALIFIED PERMANENT RESIDENTS

Persons who are not senior citizens as defined in California Civil Code Section 51.3, eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3, and approved by the Mutuals, shall be entitled to use all of the Trust facilities upon payment of ~~TPUF, a fee equal to the Amenity Fee listed in 40-5061-2.~~ a fee equal to the Amenities Fee listed in 40-5061-2.

3. HEALTH CARE PROVIDERS

~~Permitted health care residents, as defined in California Civil Code Section 51.3, and non-resident health care providers, shall be required to obtain Service Passes and are not entitled to use any of the Trust facilities.~~

4.3. MUTUAL SEVENTEEN LESSEES (LEASED PRIOR TO 01-01-2021)

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

4. MUTUAL RENTER/LESSEES (R/L) (LEASED AFTER 12-31-2020)

Mutual R/Ls shall be entitled to use all of the Trust facilities upon payment of the Trust Property Use Fee TPUF.

5. CAREGIVERS

Permitted caregiver residents, as defined in California Civil Code Section 51.3, and non-resident health care providers, shall be required to obtain Service Passes and are not entitled to use any of the Trust facilities.

Document History

Adopted:	31 Jan 95	Amended:	22 May 18	Amended:	23 Jul 19
Amended:	28 Jan 20	Reviewed:	08 Sept 20		

(Sep 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION**Use of GRF (Trust) Facilities**

Keywords: Co-Occupant ~~Health Care~~ Caregiver
Provider
Qualified
Permanent
Resident

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: ADOPT 20-5585-3, ADVERTISING PROCEDURES
DATE: APRIL 19, 2021
CC: FILE

At its meeting on April 8, 2021, the Communications/IT Committee duly moved and recommended to the GRF Board of Directors to adopt 20-5585-3, Advertising Procedures.

I move to adopt 20-5585-3, Advertising Procedures, establishing the rights and responsibilities of the Publisher, establishing advertising commissions, and establishing terms of payment, as presented.

**Advertising - Procedures****1. Rights & Responsibilities (originally 20-5581-1)**

1.1. In addition to any other rights, the Publisher or ~~Head of Department~~the Head of the Communication Department on behalf of the Publisher may:

1.1.1. Immediately remove Advertiser's Ad(s) in the event of non-payment by Advertiser within outlineds time period;

1.1.2. Limit credit of the account if the Advertiser's account is delinquent;

1.1.3. Refuse Ads placement if the Advertiser's account is delinquent.

2. Director of Finance is responsible for establishing the accounts receivable procedure and routine collection of accounts with the assistance of the Head of the Communication Department.

3. Advertising Commissions (originally 20-2850-3)

The Head of the Communication Department~~Head~~ and Executive Director will use and semi-annually review the schedule of commissions to be paid for obtaining advertising.

3.1. Types of Accounts**3.1.1. New Accounts**

Corporations, companies and /or individuals that have never run/placed an ad with the LW Weekly or have not advertised with the LW Weekly for more than one year.

3.1.2. Existing Accounts

Corporations, companies and/or individuals that advertise with the GRF Communication Department on a consistent or recurring basis defined as no less than 48 ads or 12 consecutive months (at least 24 ads), whichever happens first.

4. Terms of Payment (originally 20-5585-1)

The following standard terms and conditions apply to all display advertising orders placed with GRF (The Publisher):

4.1. Advertiser shall be invoiced by The Publisher on a monthly or weekly basis upon completion of the calendar month or week in which the advertising was published unless stated otherwise in the applicable Schedule.

4.2. Net 30: The Publisher's payment terms are Net 30 days from the date of



Advertising - Procedures

invoice.

4.3. 2% /10 Net 30: 2% discount can be issued to Advertiser only if payment is received in full within 10 days from invoice date.

4.4. Late fee of 1.5% of the unpaid balance will be assessed at the end of each month after Net 30 term of the date of the invoice.

4.5. Non-payment of invoices, deposits or advertising orders is NOT regarded as cancellation and the advertiser will still be held liable for the full advertising rate as booked.

Document History

Adopted: 08XX AprMar 21

Keywords: Communication Advertising LW Weekly Commission
 Newspaper Editor Account

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Golden Rain Foundation

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: AMEND 20-5585-1, ADVERTISING POLICY
DATE: APRIL 19, 2021
CC: FILE

At its meeting on April 8, 2021, the Communications/IT Committee duly moved and recommended to the GRF Board of Directors to adopt 20-5585-1, Advertising Policy.

I move to amend 20-5585-1, Advertising Policy, updating document language, establishing bilingual advertising policy, and establishing policy for advertising for estate and patio sales, as presented.



COMMUNICATIONS

Advertising Policy

1. Advertising Policy

The policy of the Foundation is to publish and distribute a newspaper to the members of the Foundation that will serve the best interests of all members of the community.

The general policy is to accept all advertising with the exception of:

- 1.1.** Medical or paramedical practitioners or firms providing goods or services that are harmful to the interests of Foundation members;
- 1.2.** Contractors who are not properly licensed or insured in the opinion of the Community Facilities Manager or their designate;
- 1.3.** Any advertiser selling goods or services who has obtained leads or entry to Leisure World Seal Beach by way of trick, subterfuge or innuendo; and
- 1.4.** Any provider of goods or services who seeks to advertise in a manner that would be untruthful, misleading or in any way detrimental to the general good of the Golden Rain Foundation and its members.

2. Establishing Advertising Rates (Originally 20-2860-1)

The Golden Rain Foundation (GRF) endeavors to establish advertising rates that will be competitive with rates in the surrounding community, taking into consideration the uniqueness of our community with respect to the Members and their desirability as potential customers of advertisers.

- 2.1.** The Communications Department will semi-annually review the advertising rates in use and recommend to the Communications/Information Technology Services (COMM/ITS) Committee any rate changes for the approval of the Committee and the GRF Board of Directors.
- 2.2.** These are the advertising categories to be reviewed:

2.2.1. Display Advertising

Printed or digital advertising such as banners or other ad formats made of text, images, video, and audio, used to deliver general advertisements and brand messages.

2.2.2. Classified Advertising

Printed or digital advertising that allows private individuals or businesses



COMMUNICATIONS

Advertising Policy

to solicit sales for products and service (headings such as Accounting, Automobiles, Clothing, Farm Produce, For Sale, For Rent).

2.2.3. Outdoor Advertising

Any advertising done outdoors that publicizes a business's products and services. Types of outdoor advertising include billboards, bus benches, interiors and exteriors of buses, taxis and business vehicles, and signage posted on the exterior of brick-and-mortar locations.

2.3. Other revenue producing media (such as sponsorships).

3. Mini Bus Advertising (~~o~~Originally 20-5583-3)

Space is available on the minibuses for advertising.

- ~~3.1~~ **3.1.** ~~The Managing Editor of the Golden Rain NEWS~~ LW Weekly is responsible to assign staff to sell minibus advertising space.
- 3.2.** Space rates are established in compliance with Policy 20-5585-2A ~~2860~~, Advertising Rates.
- 3.3.** The Director of Finance ~~Controller~~ is responsible for the collection of minibus advertising accounts.
- 3.4.** Income from minibus advertising will be credited to the ~~Golden Rain NEWS~~ communications (~~cc~~ CC 236).

4. Bilingual Advertising (originally 20-2866-1)

The LW Weekly will accept bilingual advertisements that are in accordance with the general advertising guidelines and that meet the additional criteria:

- 4.1.** Ads may include two languages only; English must be one of the languages displayed.
- 4.2.** Bilingual ads must include English translations for all text displayed (including text displayed in logos and/or other graphic elements).
- 4.3.** Bilingual ads must be reviewed by a translator pre-approved by the Department head or Executive Director.
- 4.4.** Golden Rain Foundation reserves the right to reject any ad for any reason.

(Nov 20 ~~Sep 20~~)

GOLDEN RAIN FOUNDATION Seal Beach, California



COMMUNICATIONS

Advertising Policy

5. Advertising for Estate and Patio Sales (oOriginally 20-2861-1)

5.1. All advertising in the LW Weekly offering to purchase entire households of goods and furniture (estates) or offering to conduct estate sales or patio sales for the owner or heir(s), and all advertising announcing such sales, shall contain the name of the person or business (Must list business license number) soliciting such purchases or conducting such sales.

5.2. All advertising for estate or patio sales conducted by the owner or heir(s) shall contain the words "by owner" or "by heir(s)."

Document History

Adopted: 15 Nov 77	Amended: 21 Jan 86	Amended: 23 Jul 19
<u>Reviewed: 24 Sep 20</u>	<u>Amended: 23 Nov 20</u>	
Reviewed: 24 Sep 20	Amended: 23 Nov 20	

Keywords: Communication Advertising

(Retyped 2/2/00 to replace Physical Property Manager with Community Facilities Manager)



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: AMEND 20-5585-2, ADVERTISING – FEES
DATE: APRIL 19, 2021
CC: FILE

At its meeting on April 8, 2021, the Communications/IT Committee duly moved and recommended to the GRF Board of Directors to amend 20-5585-2, Advertising – Fees.

I move to amend 20-5585-2, Advertising – Fees, changing the name to Advertising – Rate Card Fees, establishing standard commercial classified rates, authorized resident non-commercial classified rates and display/special advertising rates, as presented.



COMMUNICATIONS

Advertising – Rate Card Fees

1. Standard Commercial Classified Rates

1.1. The standard commercial rate is \$12.00 for a maximum of 12 words or fewer per week or \$11.00 for 12 words if running four sequential weeks or \$10.00 for 12 words if running for 12 sequential weeks.

1.2. Each additional word over the maximum of 12 costs \$0.25.

1.3. Extra features, such as bolded or centered type, cost \$1.00 per addition. A border or icon may be added for \$2.00 each.

2. Authorized Resident, Non-Commercial Classified Rates

2.1. The authorized resident, non-commercial rate is \$8.00 for a maximum 12 words or fewer per week.

2.2. Each additional word over the maximum of 12 is \$0.25.

2.3. Extra features, such as bolded or centered type, is \$1.00 per addition. A border or icon may be added for \$2.00 each.

3. Display/Special Advertising~~Terms of Payment (originally 20-5585-1)~~

The LW Weekly offers a variety of commercial advertising opportunities.

3.1. Retail Display Advertising Rates (flexible sizing, add \$100 for color).

3.1.1. Display advertisements: Per-issue pricing ranges from \$165.50 for 1/8 news page to \$996 for a full page with discounts for 4-, 12-, 26- and 52-week orders.

3.1.2. Professional Directory: \$30/week for a single slot; \$60/week for a double slot.

3.1.3. Front Page Banner Ads: Top banner, \$350; bottom banner, \$700.

~~4.~~

~~The following standard terms and conditions apply to all display advertising orders placed with GRF (The Publisher):~~

~~1.1. Advertiser shall be invoiced by The Publisher on a monthly or weekly basis upon completion of the calendar month or week in which the advertising was published unless stated otherwise in the applicable Schedule.~~

~~1.2. Net 30: The Publisher's payment terms are Net 30 days from the date of invoice.~~

~~1.3. 2% /10 Net 30: 2% discount can be issued to Advertiser only if payment~~



COMMUNICATIONS

Advertising – Rate Card Fees

is received in full within 10 days from invoice date.

~~1.4. Late fee of 1.5% of the unpaid balance will be assessed at the end of each month after Net 30 term of the date of the invoice.~~

~~1.5. All sums payable by Advertiser to The Publisher are net and exclude agency fees/commissions or any photography or graphic design / artwork that might be needed.~~

~~1.6. Non-payment of invoices, deposits or advertising orders is NOT regarded as cancellation and the advertiser will still be held liable for the full advertising rate as booked.~~

Document History

Adopted: ~~08XX~~ AprMar
21

Keywords: Display Payment Invoice
Advertising Terms

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: AMEND 20-2806-1, COMMUNITY PUBLICATIONS
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee moved to recommend the GRF Board of Directors adopt and rescind various Communications/IT Committee documents, including 20-2806-1, Community Publications.

I move to amend 20-2806-1, Community Publications, updating document language, establishing the word limit, and publishing preference for submissions from community residents, clubs, and faith groups, and updating rules pertaining to special columns, as presented.



COMMUNICATIONS

Community Publications

1. PURPOSE

This document provides rules for the use of print (LW Weekly), digital (LW Live) and other communications media within the community.

2. GRF COMMUNITY NEWSLETTER (LW Weekly)

The GRF Community Newsletter (LW Weekly) provides a communications medium for the Golden Rain Foundation (GRF) Board of Directors and the Mutual Boards of Directors. It also serves as a community newsletter reporting on events of importance to the community. Such information is sometimes submitted by authorized residents, GRF staff and others. The LW weekly will consider submissions for publication subject to the following limitations and within the following categories:

2.1. Limitations Related to Submissions In General

These limitations apply to all categories of submissions made to the LW Weekly.

2.1.1. The GRF Communications Department only accepts submissions directly from authorized residents ~~from GRF members, GRF Management staff or Government officials.~~

2.1.2. Submissions may be published at the discretion of the Head ~~Director~~ of the Communications ~~Department~~. The GRF Board and GRF Communications/ITS Committee may be consulted regarding submissions.

2.1.3. Submissions are published subject to current GRF governing documents, Communications Department procedures, anticipated reader interest and available space.

2.1.4. The LW Weekly staff will preserve the “flavor” of an article as much as possible but some editing and rewriting of stories may be necessary.

2.1.4. All submissions from community residents, clubs and faith groups will be limited to no more than 500 words, except as specified in these rules. Publishing preference will be given to those individuals and groups who have not submitted items within the past month.

2.1.5. Submissions deemed by GRF staff to be scurrilous, libelous, defamatory, repetitive or otherwise inappropriate will not be published.

2.1.6. Submissions concerning political issues outside of the community and the City of Seal Beach will not be published.

2.1.7. A disclaimer will be published in the LW Weekly stating that the opinions expressed in published submissions and columns do not necessarily reflect the opinions of the GRF Board of Directors, ~~GRF members~~ or GRF staff. Submissions and columns are the opinion of the writer and are not routinely checked for accuracy.

2.1.8. News releases of a political nature may be edited to contain only “hard news” facts. Portions containing potentially controversial material, or

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which ~~that~~ state a politician's qualifications, platform, goals, etc., may be deleted. Such information may be published only in the form of paid political advertising.

- 2.1.9.** The LW Weekly reserves the right to refuse to publish any submission, including those of a political nature and political advertising, without an explanation.

2.2. Limitations Related To Coverage Of Election Candidates

These limitations apply to candidates running for election to the GRF Board of Directors, a Mutual Board of Directors or any Public Office.

- 2.2.1.** The GRF Communications Department acknowledges the general news value to GRF ~~Mmembers/Owners~~ of a candidate's official announcement of running for the GRF Board of Directors, the Mutuals' Boards of Directors or Public Office and will report only on the announcement itself from a strictly limited news perspective.

- 2.2.2.** Should a candidate withdraw from a race, the LW Weekly will report the event as a news event.

- 2.2.3.** The GRF Communications Department ~~further~~ acknowledges its absolute obligation to avoid the appearance of advocacy or bias of any kind. ~~Therefore the GRF Communications Department will not knowingly publish in any future issue any content identified by editors as reflecting any party line or being in support of or in opposition to any candidate after an individual has issued an official announcement of candidacy and the GRF Communications Department has been notified before Tuesday noon.~~

- ~~2.2.4.~~ **2.2.3.1.** Limited content includes Content restrictions include but is not limited to letters to the editor, —news stories and what editors identify as politically charged language or visual representation in any feature story, photograph, illustration, caption, audio file, video, animation, event review, column or other submission.

- ~~2.2.5.~~ **2.2.3.2.** The LW Weekly will not knowingly publish any column, image, photograph, illustration, caption, audio file, video, animation, event review submission or opinion piece written by or about the candidate.

- ~~2.2.6.~~ **2.2.3.3.** Candidates, as GRF members, As Members/Owners, candidates may submit the same general-interest content as any member is allowed to submit, such as an —event announcement, but such content will be strictly evaluated for appropriateness by the standards outlined above.

- ~~2.2.7.~~ **2.2.3.4.** Candidates may purchase advertising space but all



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such advertisements will be clearly marked as a political advertisement and must include an official statement by the candidate that the candidate endorses the advertisement. No preferential placement in the layout will be given to political advertising.

2.2.3.5. Upon conclusion of the respective election the result will be ~~2.2.8.~~ -reported in a news format. Candidates will no longer be subject to the election-period restrictions.

2.3. Community Submissions Categories

The LW weekly will consider submissions for publication as qualified within the following categories:

2.3.1. Letters to the Editor

- 2.3.1.1.** The maximum number of words allowed for submissions is 250.
- 2.3.1.2.** Submissions must be of general interest to the community and may contain opinions, suggestions, compliments and complaints.
- 2.3.1.3.** Submissions may be edited for purposes of grammar, clarity or number of words without notifying the writer.
- 2.3.1.4.** Submissions ~~with the stipulation~~ stipulating that they may not be edited shall not be published.
- 2.3.1.5.** Submissions addressed to third parties or that have been published elsewhere shall not be published.
- 2.3.1.6.** Submissions that refer to a published article, column, or submissions in the LW Weekly or another newspaper must identify that article, column, or submission by name, page and date of publication.
- 2.3.1.7.** Submissions will generally be limited to no more than one letter per month per authorized resident ~~member~~.
- 2.3.1.8.** Submissions must include the writer's name and Mutual number and phone number for the editor's reference, but only the name and Mutual number will be published.

2.3.2. Party-line Plus

- 2.3.2.1.** These are brief community notices, 50 words or less

2.3.3. Special Columns

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Community Publications

~~2.3.3.~~

At the discretion of the Head ~~Director~~ of the Communications Department, columns may be edited for grammar, journalistic style, clarity and space limitations. Space is generally available subject to prevailing deadlines in each issue of the LW Weekly for the following columns:

2.3.3.1. Resident Member Column – May present an argument, opinion or information about a pending issue of concern to the community. Priority is given to submissions from first-time or less frequent submitters. 500 words maximum.

2.3.3.2. Staff Department Column – By the GRF Executive Director or Department Directors. Administrative staff may publish with the approval of the Executive Director.

2.3.3.3. Staff Spotlight Column – By the GRF Executive Director or Human Resources Director, a short notice that a new employee has been hired giving background information, job title and responsibilities. Employee promotions will be acknowledged along with a description of the position. new GRF employee's employment, promotion or achievement is worthy of attention.

2.3.3.4. Board of Directors Column – By the President of the GRF Board of Directors or any other member of the Board as the President may designate.

~~2.3.3.5.~~ ~~Health Care Center Column – By the Health Care Center columns that provide information~~ Health Care Center Column ~~– of interest to residents regarding health and Health Care Center procedures.~~ ~~—The~~ Head ~~Director~~ of the Communications Department reserves the right to return the submission if it is determined to be too commercial in nature.

2.3.3.5.

2.3.3.6. Club news - Articles concerning activities or individuals involved any organization duly recognized by the Recreation Department. 500 words maximum.

2.3.3.6.1. A weekly listing of competition results or meeting schedules is available to all recognized organizations. Such listings will be limited to no more than one column-inch of space. No photo is included.

2.3.3.6.2. Photos and captions may be submitted but space limitations prevents any guaranteed publication.

2.3.3.7. Religious Organizations – Articles concerning activities or



COMMUNICATIONS

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individuals involved in faith-based organizations in or immediately adjacent to the community. 500 words maximum.

2.3.3.7.1. A weekly "Service Schedule" listing of approximately 33 words is available to all faith-based organizations. Content is limited to the topic of the service, date, place/address and name of the speaker. No photo is included.

2.3.3.5.1. Photos and captions may be submitted, but space limitations prevents any guaranteed publication. ~~Government Official's Column—By Government officials or of a political nature from Seal Beach District Two or Five in accordance with section 2.2 above and Communications Department procedures and anticipated reader interest. Government officials associated with an office will not be published after the start date of that office's election filing period and throughout the election period.~~

2.3.3.7.2.

~~Contributor—An article or column of general interest not covered elsewhere. Examples are restaurant and theater reviews or travel journals of general interest. 500 words maximum.~~

2.3.4. **Obituaries**

2.3.4.

Space in the LW Weekly is available in various formats for obituaries of ~~members and former members~~ current and former residents as follows:

2.3.4.1. An "In Memoriam" column is available free of charge. It is limited to name, mutual number and date of death.

2.3.4.2. An obituary with or without photo is available free of charge for the first 250 words. Additional words will be charged at the current additional rate per word. Notices written by the staff will be free and no more than 250 words. Notices from mortuaries and non-GRF members will be printed exactly as submitted and charged at the current non-member classified advertising base rate for the first 12 words and the additional word rate.

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- 2.3.4.3. Specially designed red—obituaries that include borders, decorative elements, eulogies and other elements are available at the prevailing display advertising rate.
- 2.3.4.4. Obituaries may be published as news articles when the person has been a member of the GRF Board of Directors or when in the opinion of the Director of the Communications Department the passing of a person is noteworthy to a sufficiently large number of community residents—GRF members.
- 2.3.4.5. A “Card of Thanks” section is available in the classified advertising section at the authorized resident member classified advertising rate for persons wanting to express their thanks for help during bereavement, sickness, etc., at the prevailing display advertising rate.

2.3.5. Religion

Space in the LW Weekly is available in the following formats and with the following limitations for Religion related submissions of community and local religious organizations.

2.3.5.1. A “Service Schedule” note without a photo is available free of charge for the first column inch (approx. 33 words). Content is limited to the topic of service, date, place/address and name of the speaker. Additional column inches will be charged as specified in document 20-2806-2.

2.3.5.2. An article up to seven (7) column inches (250 words) with or without photo is available free of charge. Additional column inches will be charged as specified in document 20-2806-2. Articles written by staff will be free and no more 250 words.

2.3.5.3. Religious organizations will be limited to publication of no more than one article per month.

2.3.5.4. Photo publication is not guaranteed and is subject to available space.

2.4. Limitations Related To Staff Coverage Of An Event

These limitations apply to the participation of Communications Department staff in the reporting on a news item or event:

- 2.4.1. Staff members of the Communications Department may be available for photo assignments during regular working hours. Appointments should be made as much in advance as is possible to ensure availability of a photographer.
- 2.4.2. Staff members of the Communications Department may be available to report on events of importance to the community. Examples of —events of importance are GRF and Mutual governmental events, community service and/or social organization events of special significance or interest to a substantial portion of the community, and Seal Beach City Council and other such meetings at which decisions —are made or there may be discussion of items of interest or —importance to the

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community. Breaking news occurrences may also -be covered.

2.5. Limitations Related to Delivery And Subscriptions

These limitations apply to the delivery and subscriptions to the LW Weekly:

- 2.5.1.** There is no fee for each residential unit to receive delivery of the LW Weekly.
- 2.5.2.** There is no fee for the delivery of the LW Weekly in bulk quantities to the GRF offices, the clubhouses, the Health Care Center and other nearby business establishments as determined by the Communications Department.
- 2.5.3.** GRF non-members may purchase a subscription to the LW Weekly at rates established annually by the Communications Department and the GRF Executive Director.

2.6. Limitations on the use of the LW Weekly Office as a Collection Point

The LW Weekly office may serve as a central collection point for surveys, questionnaires and, information forms ~~and other items~~ under the following limitations:

- 2.6.1.** Such requests shall be considered on a first-come first-served basis with priority given first to requests from the GRF Board of Directors and second to the Mutuals' Boards of Directors.
- 2.6.2.** It shall be the ~~responsibility of the requesting party~~ requesting party's responsibility to provide a suitable container for collection and to pick up the container and the collected items without involvement of any LW Weekly staff member.
- 2.6.3.** The maximum number of times any organization or company may use this collection point service in one calendar year is two (2).
- 2.6.4.** The ~~maximum number of working days the~~ collection container will ~~—be allowed to remain in the LW Weekly office—~~ each time no more than is ten (10) working days each time.
- 2.6.5.** The GRF Board and the Mutual Boards are exempt from the limitations described above.
- 2.6.6.** It shall be the responsibility of the Communications Department to ~~—ensure that such collection does not disrupt normal business~~ ~~—operations of the LW Weekly—~~ ~~or inconvenience residents or others~~ ~~—conducting business in the LW Weekly office—~~ The Head Director of the ~~—~~ Communications Department may refuse or discontinue the ~~—~~ collection operation at any time.



COMMUNICATIONS

Community Publications

3. LEISURE WORLD LIVE (LW Live)

This electronic mail service is provided by the Golden Rain Foundation to provide members with an opportunity to receive rapid notification of events affecting the community. The following types of notices and limitations on use apply:

- 3.1. Emergency announcements such as power outages, water service disruptions, road closures and public safety actions.
- 3.2. Community action reminders such as GRF-sponsored events, GRF Board of Directors election ballot counting or any other special community events.
- 3.3. Mutual announcements may be sent at the discretion of GRF staff.
- 3.4. ~~To opt in~~ Opting into the service is voluntary and each person must choose to opt in to the service by submitting an email address to which notices are to be sent.
- 3.5. No email address or personal information will be provided to any other entity.
- 3.5.3.6. No club announcements will be sent.
- 3.6.3.7. Notices distributed ~~sent out~~ through LW Live may also be published on the GRF website in order to inform the largest possible number of residents.
- 3.7.3.8. LW Live announcements will be sent only by the ~~Director of Security or the~~ Communications ~~ITS~~, Recreation or Administration Department staff with the approval of the GRF Executive Director or the GRF Board of Directors President.

Document History

Adopted: 26 Nov 19 GDC 26 Feb 20

Keywords: LW Weekly LW Live Newspaper
Obituary Editor Submission

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: RESCIND 20-2806-2, COMMUNITY PUBLICATIONS - FEES
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee voted to adopt and rescind various Communications/IT Committee documents, including 20-2806-2, Community Publications – Fees.

I move to rescind 20-2806-2, Community Publications - Fees, in conjunction with the approval of the consent calendar presented.



COMMUNICATIONS

Community Publications - Fees

1. OBITUARIES

- 1.1. First 250 words (may include photo): **free** of charge;
- 1.2. Additional words will be charged at Current Classified Rate*;
- 1.3. Decorative elements supplementing an obituary, eulogy or photos: Current Display Advertising Rate, 20-2860-1;
- 1.4. A "Card of Thanks" section is available in the LW Weekly Classified section at current Classified Rates; and
- 1.5. The LW Weekly provides the following rate structure:
 - 1.5.1. GRF Member Rate: Current Classified Rate*;
 - 1.5.2. Non-Member Rate: Current Classified Rate*.

2. RELIGION

- 2.1. Service Schedule: Content is limited to the topic of service, date, place/address and name of the speaker, 20-2806-1.
 - 2.1.1. First Column inch (approximately 33 words): **free** of charge;
 - 2.1.2. Additional column inches: \$5 per column inch.
- 2.2. An article: One article per month per religious organization.
 - 2.2.1. Up to 7 column inches (250 words) including photo: **free** of charge.
 - 2.2.2. Additional column inches: \$5 per column inch.

*Contact LW Weekly Office for details.

Document History

Adopted:	28 Jan 20	GDC	26 Feb 20
Amended:	24 Sep 20		

Keywords:	LW Weekly Obituary	LW Live Editor	Newspaper Submission	Fees	Religion
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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: RESCIND 20-2850-3, ADVERTISING COMMISSIONS
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee voted to adopt and rescind various Communications/IT Committee documents, including 20-2850-3, Advertising Commissions.

I move to rescind 20-2850-3, Advertising Commissions, in conjunction with the approval of the consent calendar presented.



COMMUNICATIONS

Advertising Commissions

1. The Communication Department Head and Executive Director will use and semi- annually review the schedule of commissions to be paid for obtaining advertising.

2. TYPES OF ACCOUNTS

2.1. New Accounts

Corporations, companies and/or individuals that have never run/placed an ad with the LW Weekly or have not advertised with the LW Weekly for more than one year.

2.2. Existing Accounts:

Corporations, companies and/or individuals which advertise with the GRF Communication Department on a consistent or recurring basis defined as no less than 48 ads or 12 consecutive months (at least 24 ads) whichever happens first.

Document History

Adopted:	09 Jul 77	Amended:	15 Jan 91	Amended:	14 Mar 14
Amended:	26 Jan 16	Amended:	22 May 18	Amended:	23 Jul 19
GDC	04 Mar 20				

Keywords: Communication Commission Advertising Account



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: RESCIND 20-2860-1, ESTABLISHING ADVERTISING RATES
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee voted to adopt and rescind various Communications/IT Committee documents, including 20-2860-1, Establishing Advertising Rates.

I move to rescind 20-2860-1, Establishing Advertising Rates, in conjunction with the approval of the consent calendar presented.



COMMUNICATIONS

Establishing Advertising Rates

The Golden Rain Foundation (GRF) endeavors to establish advertising rates that will be competitive with rates in the surrounding community, taking into consideration the uniqueness of our community with respect to the Members and their desirability as potential customers of advertisers.

1. The Communications Manager will semi-annually review the advertising rates in use and recommend to the Communications/Information Technology Services (COMM/ITS) Committee any rate changes for the approval of the Committee and the GRF Board of Directors.
2. These are the advertising categories to be reviewed:

2.1. Display Advertising

Printed or digital advertising such as banners or other ad formats made of text, images, video, and audio, used to deliver general advertisements and brand messages.

2.2. Classified Advertising

Printed or digital advertising that allows private individuals or businesses to solicit sales for products and service (headings such as Accounting, Automobiles, Clothing, Farm Produce, For Sale, For Rent).

2.3. Outdoor Advertising

Any advertising done outdoors that publicizes a business's products and services. Types of outdoor advertising include billboards, bus benches, interiors and exteriors of buses, taxis and business vehicles, and signage posted on the exterior of brick-and-mortar locations.

2.4. Other revenue producing media (such as sponsorships).

Document History

Adopted:	15 Aug 77	Amended:	18 Sep 79	Amended:	15 Jan 91
Amended:	26 Jan 16	Amended:	22 May 18	Amended:	23 Jul 19
GDC	04 Mar 20	Reviewed:	24 Sep 20		

Keywords: Communication Advertising Rates



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: RESCIND 20-2861-1, ADVERTISING FOR ESTATE AND PATIO SALES
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee voted to adopt and rescind various Communications/IT Committee documents, including 20-2861-1, Advertising for Estate and Patio Sales.

I move to rescind 20-2861-1, Advertising for Estate and Patio Sales, in conjunction with the approval of the consent calendar presented.



COMMUNICATIONS LW Weekly

Advertising for Estate and Patio Sales

All advertising in the LW Weekly offering to purchase entire households of goods and furniture (estates) or offering to conduct estate sales or patio sales for the owner or heir(s), and all advertising announcing such sales, shall contain the name of the person or business (Must list business license number) soliciting such purchases or conducting such sales.

All advertising for estate or patio sales conducted by the owner or heir(s) shall contain the words "by owner" or "by heir(s)."

Document History

Adopted:	21 Aug 90	Amended:	18 Oct 05	Amended:	26 Jan 16
Amended:	23 Jul 19	GDC	04 Mar 20		

Keywords: Communication LW Weekly Estate Patio Sale



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: RESCIND 20-2866-1, BILINGUAL ADVERTISING
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee voted to adopt and rescind various Communications/IT Committee documents, including 20-2866-1, Bilingual Advertising.

I move to rescind 20-2866-1, Bilingual Advertising in conjunction with the approval of the consent calendar presented.



COMMUNICATIONS

Bilingual Advertising

1. ACCEPTABLE BILINGUAL ADVERTISEMENTS

The LW Weekly will accept bilingual advertisements that are in accordance with the general advertising guidelines and that meet the additional criteria:

- 1.1. Ads may include two languages only; English must be one of the languages displayed.
- 1.2. Bilingual ads must include English translations for all text displayed (including text displayed in logos and/or other graphic elements).
- 1.3. Bilingual ads must be reviewed by a translator pre-approved by the Department head or Executive Director.
- 1.4. Golden Rain Foundation reserves the right to reject any ad for any reason.

Document History

Adopted:	28 Feb 17	Amended:	27 Mar 18	Amended:	23 Jul 19
GDC	04 Mar 20				

Keywords: Communication Advertising Bilingual



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: RESCIND 20-5581-1, COMMUNICATIONS DEPARTMENT ADVERTISING
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee voted to adopt and rescind various Communications/IT Committee documents, including 20-5581-1 Communications Department Advertising.

I move to rescind 20-5581-1 Communications Department Advertising in conjunction with the approval of the consent calendar presented.

COMMUNICATIONS

Communications Department Advertising Policy

1. The following standard terms and conditions apply to all advertising orders placed with GRF (The Publisher).
 - 1.1. "GRF" / "The Publisher" - Golden Rain Foundation.
 - 1.2. "Ad(s)" means the advertising media specified in an applicable Schedule.
 - 1.3. "Advertiser" means the Party or Parties designated in a Schedule that desire to have Ads placed on Media Properties.
 - 1.4. "Media Properties" means one or more printed and/or electronic and/or other media distribution channels (e.g., email, bus signs, sponsorships) designated in an applicable Schedule.
 - 1.5. "Schedule" means a schedule identifying the applicable Advertiser and Publisher, Media Properties and Ad(s).

2. TERMS OF PAYMENT

The following standard terms and conditions apply to all advertising orders placed with GRF (The Publisher):

- 2.1. Advertiser shall be invoiced by The Publisher on a monthly or weekly basis upon completion of the calendar month or week in which the advertising was published unless stated otherwise in the applicable Schedule.
- 2.2. Net 30: The Publisher's payment terms are Net 30 days from the date of invoice.
- 2.3. 2% /10 Net 30: 2% discount can be issued to Advertiser only if payment is received in full within 10 days from invoice date.
- 2.4. Late fee of 1.5% of the unpaid balance will be assessed at the end of each month after Net 30 term of the date of the invoice.
- 2.5. All sums payable by Advertiser to The Publisher are net and exclude agency fees/commissions or any photography or graphic design / artwork that might be needed.
- 2.6. Non-payment of invoices, deposits or advertising orders is NOT regarded as cancellation and the advertiser will still be held liable for the full advertising rate as booked.

3. RIGHTS & RESPONSIBILITIES

- 3.1. In addition to any other rights, The Publisher or Head of Department on behalf of the Publisher may:



COMMUNICATIONS

Communications Department Advertising Policy

- 3.1.1. Immediately remove Advertiser's Ad(s) in the event of non-payment by Advertiser within outlined time period;
 - 3.1.2. Limit credit if the account if the Advertiser's account is delinquent;
 - 3.1.3. Refuse Ads placement if the Advertiser's account is delinquent.
4. Director of Finance is responsible for establishing the accounts receivable procedure and routine collection of accounts with the assistance of the Head of Communication Department.

Document History

Adopted: 15 Feb 72	Amended: 21 Aug 73	Amended: 15 Jan 91
Amended: 14 Dec 93	Amended: 16 May 95	Amended: 24 Sep 13
Amended: 22 May 18	Amended: 23 Jul 19	Reviewed: 23 Nov 20

Keywords: Communication Advertising

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS/IT COMMITTEE
SUBJECT: RESCIND 20-5583-3, MINIBUS ADVERTISING
DATE: APRIL 15, 2020
CC: FILE

At the April 8, 2021 meeting of the Communications/IT Committee, the Committee moved to recommend the GRF Board of Directors adopt and rescind various Communications/IT Committee documents, including 20-5583-3 Minibus Advertising.

I move to rescind 20-5583-3, Minibus Advertising in conjunction with the approval of the consent calendar presented.



COMMUNICATIONS

Minibus Advertising

Space is available on the minibuses for advertising.

1. The Managing Editor of the Golden Rain NEWS is responsible to assign staff to sell minibus advertising space.
2. Space rates are established in compliance with Policy 2860, Advertising Rates.
3. The Controller is responsible for the collection of minibus advertising accounts.
4. Income from minibus advertising will be credited to the Golden Rain NEWS (cc 36).

Document History

Adopted: 25 Apr 68	Amended: 20 Apr 71	Amended: 21 Aug 73
Amended: 18 Sep 79	Amended: 15 Jan 91	Amended: 23 Jul 19

Keywords: Communication Advertising Minibus



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COVID 19 AD HOC COMMITTEE
SUBJECT: REOPENING TABLE TENNIS, CLUBHOUSE SIX
DATE: APRIL 15, 2021
CC: FILE

Orange County has lifted the COVID-19 Red Tier designation and advanced to the Orange Tier, with minimal disease activity and, therefore, reduced restrictions. In consideration of this, as well as a majority of residents having been vaccinated, the COVID 19 Ad Hoc Committee recommends that the Board approve reopening the Clubhouse Six Table Tennis area according to State and County guidelines including limiting the tables in play to four (4) for the use of authorized residents only. The Committee proposes allowing operations under these guidelines with oversight by the Recreation Department until a further directive from the State and County is in effect.

I move to approve the limited reopening of Trust Property known as Clubhouse Six Table Tennis area operations under State and County guidelines with oversight by the Recreation Department.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COVID 19 AD HOC COMMITTEE
SUBJECT: REOPENING PICNIC AREA CLUBHOUSE ONE
DATE: APRIL 15, 2021
CC: FILE

Orange County has lifted the COVID-19 Red Tier designation and advanced to the Orange Tier, with minimal disease activity and therefore reduced restrictions. In consideration of this, as well as a majority of residents having been vaccinated, the COVID 19 Ad Hoc Committee recommends that the Board approve reopening the Clubhouse One picnic area, by reservation only, according to State and County guidelines. Use shall be restricted to authorized residents and to the outdoor area only while under the Red Tier. The Committee proposes allowing operations under these guidelines with oversight by the Recreation Department until a further directive from the State and County is in effect.

I move to approve the limited reopening of trust property known as Clubhouse One picnic area by reservation only under State and County guidelines with oversight by the Recreation Department.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COVID 19 AD HOC COMMITTEE
SUBJECT: RESCIND 70-1448-3, GOLF COURSE – EMERGENCY OPERATIONAL
PROCEDURE REQUEST
DATE: APRIL 15, 2021
CC: FILE

Orange County has lifted the COVID-19 Red Tier designation and advanced to the Orange Tier, with minimal disease activity and, therefore, reduced restrictions. In consideration of this, as well as a majority of residents having been vaccinated, the COVID 19 Ad Hoc Committee recommends that the Board rescind the Golf Course Emergency Operational Procedure, 70-1448-3. Under Orange County and State guidelines, face coverings are to be worn in between strokes, and social distancing of six (6) feet maintained; however, reservations are not required. That is discretionary to the venue. The Committee proposes allowing operations under these guidelines with oversight by the Recreation Department until a further directive from the State and County is in effect.

I move to rescind the Emergency Operational Procedure 70-1448-3 of Trust Property known as the Turtle Lake Golf Course and to continue operations under State and County guidelines with oversight by the Recreation Department.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COVID 19 AD HOC COMMITTEE
SUBJECT: RESCIND 70-1448-3F, FITNESS CENTER, PHASE ONE – EMERGENCY
OPERATIONAL PROCEDURE REQUEST
DATE: APRIL 15, 2021
CC: FILE

Orange County has lifted the COVID-19 Red Tier designation and advanced to the Orange Tier, with minimal disease activity and, therefore, reduced restrictions. In consideration of this, as well as a majority of residents having been vaccinated, the COVID 19 Ad Hoc Committee recommends that the Board rescind the Fitness Center Emergency Operational Procedure, 70-1448-3F. Under Orange County and State guidelines, fitness centers are now allowed up to 25% capacity, with continued sanitization procedures, and social distancing of 6 feet. The Recreation Department recommends a maximum of 35 qualified residents confined to the equipment areas while in the Orange Tier. The Committee proposes allowing operations under these guidelines with oversight by the Recreation Department until a further directive from the State and County is in effect.

I move to rescind the Emergency Operational Procedure 70-1448-3F of Trust Property known as the Fitness Center, in Clubhouse Six, and to continue operations under State and County guidelines with oversight by the Recreation Department.

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND 50-1610-3 GRF MEMBERSHIP ELIGIBILITY CRITERIA
DATE: APRIL 15, 2021
CC: FILE

At its meeting on April 9, 2021 the Executive Committee moved to recommend the GRF Board amend 50-1610-3, GRF Membership Eligibility Criteria.

I move to amend 50-1610-3, GRF Membership Eligibility Criteria, accepting revisions suggested by corporate counsel, as presented.



STOCK TRANSFER

GRF Membership Eligibility Criteria

All persons seeking approval of the Board of Directors of the Golden Rain Foundation (GRF) to become members of the Foundation shall complete the following process:

1. Meet the eligibility criteria for Mutual ~~occupant~~ stockholders as established by the respective Mutual Corporation, ~~where they propose to reside;~~

4. Foundation membership rights and privileges include, without limitation, the use and enjoyment of the recreational facilities; attendance and participation in meetings of the Board and of the Members as provided in the Bylaws; participation in Foundation business, including service as a director, officer, or committee member; receipt of notice of meetings of the Members and of the Board; receipt of Foundation disclosures; inspection of Foundation records; or exercise of any other right or privilege of a Member, as provided by and except as otherwise limited by applicable law, the Articles of Incorporation or the Bylaws. Notwithstanding the foregoing, any member that does not qualify for occupancy in Seal Beach Leisure World, City of Seal Beach, County of Orange, State of California shall not be entitled to the use and enjoyment of the recreational facilities. [BT1]

2. Complete the Golden Rain Foundation Membership Application and deliver the completed application to the Stock Transfer Office; and

3. Pay the required initiation and all fees in accordance with the regulations adopted by the GRF 40-5061-2.

Officers or committees of the Mutual Board of Directors designated to approve new members are responsible to see that the eligibility criteria of the corporation are equitably applied to all applicants. Approval or disapproval of buyer(s) must be received by the Stock Transfer Office at least eight (8) working days prior to the close of escrow.

Document History

Adopted: Oct 70	Amended: 15 Feb 72
Amended: 19 Dec 78	Amended: 19 Jun 84
Amended: 16 Dec 86 (effective 01-01-87)	Amended: 21 Jul 87 (effective 08-01-87)
Amended: 20 Oct 87 (changed from 5050)	Amended: 19 Feb 91
Amended: 13 Dec 94	Amended: 23 Jul 19
Reviewed: 14 Oct 19	

Keywords: Eligibility

Membership



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: CAPITAL & RESERVE FUNDING REQUESTS - ADMINISTRATION OFFICE
AND WORKSTATION IMPROVEMENTS, PHASE TWO
DATE: APRIL 21, 2021
CC: FILE

For the review and consideration of the Committee, Phase Two of the workplace ergonomic process, withing the administration building.

Ergonomic process is defined as:

*Workplace Ergonomics Process: **A proactive ergonomics process identifies ergonomic risk factors and then reduces them through engineering and administrative controls before an injury occurs.** A world class ergonomics program is proactive and viewed as a strategic continuous improvement process that makes a positive impact on the entire business.* Source: Ergo-Plus

Proactive measures in workplace safety are further documented in the United States Department of Labor, Occupational Health and Safety Administration (OSHA) ([Ergonomics - Overview | Occupational Safety and Health Administration \(osha.gov\)](#)).

Exhibit A illustrates additional benefits of proper ergonomic is the workplace.

The phases of ergonomic process within the Administration Offices are:

Phase One – Mutual Administration (completed in 2019)

Phase Two – Administration (Assistant to the Executive Director and Assistant to the Executive Coordinators workstations (Subject of this request)

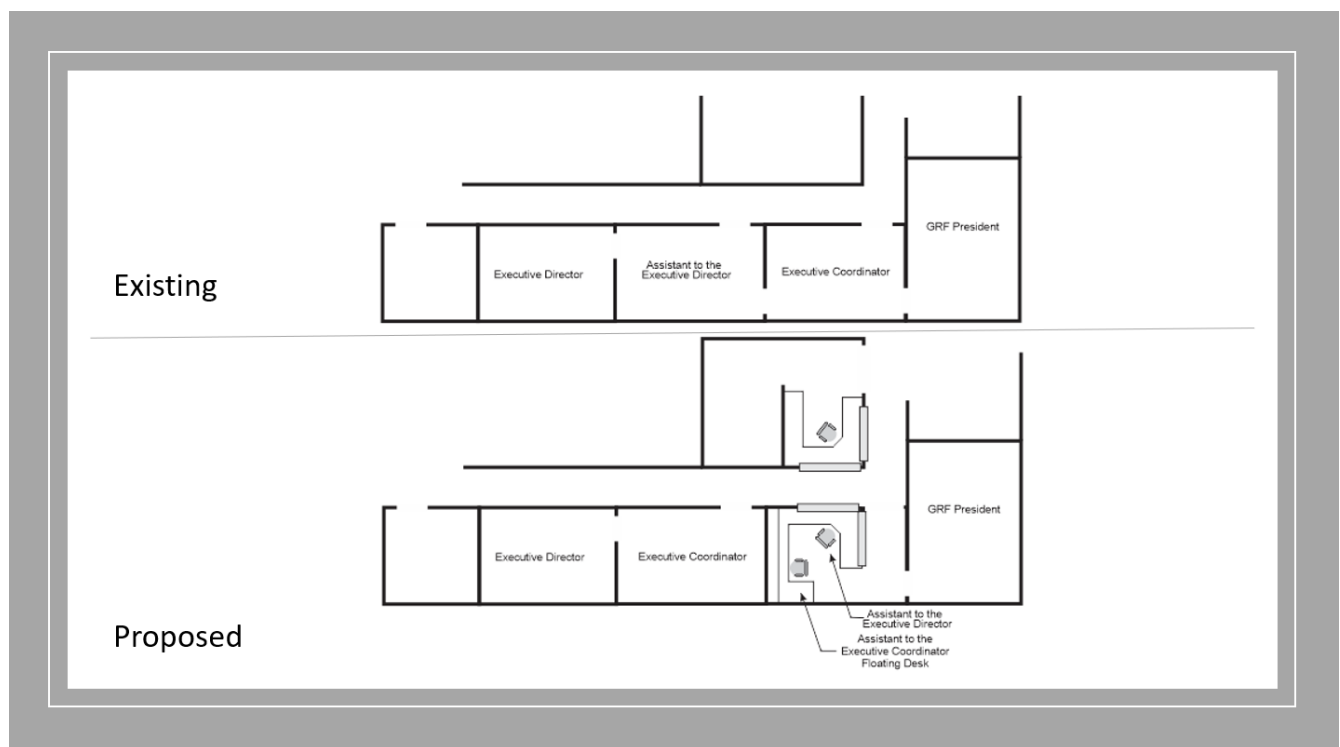
Phase Three (pending) – Human Resources offices

Phase Four (pending) – Executive Coordinator office

Phase Two of the proposed ergonomic process, withing the administration building, is built upon the actions already taken within the Mutual Administration department:

- Removal of approximately 10 feet of wall.

- Replacement of a workstation which has outlived its useful life with an ergonomic workstation.
- Addition of a training/flex workstation to the configuration



Phase Two project costs

Item	\$	Funding	Notes
Talimar Workstation	\$4,000	Non-schedule reserves	Replacement of existing workstation
Glass "sneeze guard"	\$750	Capital	COVID-19 Safety
Computer and Monitors	\$1,400	Capital	Training/Flex workstation addition
Materials and Supplies	\$600	Non -budget operational	Wall removal
Total Project	\$6,750		

At its April 19, 2021 meeting, the Finance Committee reviewed these Capital and Reserve funding requests and concurred funding was available.

I move to recommend approval of Phase Two, Administration Offices, ergonomic process improvements and the addition of a training/flex workstation, in an amount not to exceed \$6,700, funding sources:

Funding Sources	\$
Reserves	\$3,800
Capital	\$2,150
Non-budgeted operations	\$600

Exhibit A

Benefits of a Workplace Ergonomics Process

Here are five of the proven benefits of a strong workplace ergonomics process backed by the results of the Washington State DLI study:

1. Ergonomics reduces costs.

By systematically reducing ergonomic risk factors, you can prevent costly MSDs. With approximately \$1 out of every \$3 in workers compensation costs attributed to MSDs, this represents an opportunity for significant cost savings. Also, don't forget that [indirect costs](#) can be up to twenty times the direct cost of an injury.

59% average reduction of Musculoskeletal Disorders

65% average reduction in incidence rate

75% reduction in lost workdays

53% reduction in restricted days

68% reduction in worker's compensation costs

39% reduction in cost per claim

43% decrease in labor costs

2. Ergonomics improves productivity.

The best ergonomic solutions will often improve productivity. By designing a job to allow for good posture, less exertion, fewer motions, and better heights and reaches, the workstation becomes more efficient.

25% increase in productivity

3. Ergonomics improves quality.

Poor ergonomics leads to frustrated and fatigued workers that don't do their best work. When the job task is too physically taxing on the worker, they may not perform their job like they were trained. For example, an employee might not fasten a screw tight enough due to a high force requirement which could create a product quality issue.

67% average reduction in scrap/errors

4. Ergonomics improves employee engagement.

Employees notice when the company is putting forth their best efforts to ensure their health and safety. If an employee does not experience fatigue and discomfort during their workday, it can reduce turnover, decrease absenteeism, improve morale, and increase employee involvement.

48% average reduction in employee turnover

58% average reduction in employee absenteeism

5. Ergonomics creates a better safety culture.

Ergonomics shows your company's commitment to safety and health as a core value. The cumulative effect of the previous four benefits of ergonomics is a stronger safety culture for your company. Healthy employees are your most valuable asset; creating and fostering the safety & health culture at your company will lead to better human performance for your organization.



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: OPERATING FUNDS REQUEST – PREPAID MICROSOFT SUPPORT
DATE: APRIL 27, 2021
CC: FILE

At its meeting held on December 23, 2020, the GRF Board approved funds of \$9,750 to purchase 50 hours of prepaid Microsoft support from Boyer & Associates, the consultants who provide support for the Microsoft Dynamics software application. Unforeseen support needs relating to the 2020 year-end software update and to the inventory database affecting reporting have resulted in the consumption of all 50 prepaid hours earlier than expected.

When purchasing prepaid support hours, the rate is discounted by \$20 per hour. There is no expiration date on these prepaid hours. Staff recommends purchasing a second block of 100 prepaid support hours for \$19,500, a total savings of \$2,000. Operating funds will be used for this purchase. However, the expense will be charged against the budget year in which the services will be provided.

At the regularly scheduled meeting of the Finance Committee on April 19, 2021, the Committee approved the purchase of a block of 100 prepaid support hours from Boyer & Associates and has determined operating funds of \$9,750 are available.

I move to approve the purchase of a prepaid block of 100 support hours from Boyer & Associates, in the amount of \$9,750, from operating funds.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND 50-1023-1, GRF PET OWNERSHIP RULES
DATE: APRIL 15, 2021
CC: FILE

At its meeting on April 12, 2021 the Mutual Administration Committee moved to recommend the GRF Board amend 50-1023-1, GRF Pet Ownership Rules.

I move to amend 50-1023-1, GRF Pet Ownership Rules, updating document language and the areas pets are not allowed, as presented.

GRF Pet Ownership Rules



1. PURPOSE

The State of California has adopted, effective January 1, 2001, California Civil Code §4715 related to pet ownership. This section affects pet ownership within Leisure World, Seal Beach. The Golden Rain Foundation (GRF) is not the owner of any property subject to a separate interest. These rules and regulations relate to all of the common area facilities of the GRF, under and pursuant to its control and as part of the Trust for the community facilities.

2. TRUST PROPERTY

While traversing the common area of the GRF Trust property, the pet must be on a leash not longer than six feet and under the control of, and accompanied by, the pet owner and/or responsible adult at all times and the pet owner and/or responsible adult must have in evidence and in plain view, at all times, a plastic bag and/or a poop scoop device for the purpose of immediately removing any material that may be purged from the animal while walking.

3. ~~OWNER~~ AUTHORIZED RESIDENT RESPONSIBILITIES

3.1. All ~~pets~~ animals; pets, Service Animals (SA) and Emotional Support Animals (ESA) must be duly registered with Stock Transfer.

3.2. ~~Owner~~ Authorized Resident is responsible for damages or injury caused by the pet, SA and/or ESA.

3.3. ~~Owner~~ Authorized Resident is responsible for ensuring the pet, SA and/or ESA does not disturb normal activities and/or functions upon Trust property.

3.4. ~~Owner~~ Authorized Resident is responsible for compliance with any relevant city, county, and/or state ordinances and/or laws while upon Trust property.

3.5. If the presence, behavior or actions of the pet, SA and/or ESA constitutes an immediate risk or danger to people, other pets, SA and/or ESA or Trust property, the ~~owner~~ authorized resident will be asked to remove the pet, SA and/or ESA from Trust property immediately.

3.6. Pets are not allowed:

3.6.1. Within Trust buildings

3.6.2. On the Golf Course

3.6.3. Pool

3.6.4. Multi-Purpose Courts

3.6.5. Mini Farm

GRF Pet Ownership Rules



3.6.6. Veterans Plaza

~~3.6.2.~~ 3.6.7. Amphitheater

Document History

Adopted:	16 Jan 01	Amended:	15 Oct 02	Amended:	22 April 11
Amended:	28 Feb 17	Amended:	23 May 17	Amended:	23 Jul 19

Keywords: Pet ESA Service Animal

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND 50-5165-3, MUTUAL ADMINISTRATION & SERVICE MAINTENANCE CHARTER
DATE: APRIL 15, 2021
CC: FILE

At its meeting on April 12, 2021 the Mutual Administration Committee moved to recommend the GRF Board amend 50-5165-3, Mutual Administration & Service Maintenance Charter.

I move to amend 50-5165-3, Mutual Administration & Service Maintenance Charter, updating the committee's name, as presented.

MUTUAL ADMINISTRATION & SERVICE MAINTENANCE

50-5165-3



Committee Charter

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

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

1. GOALS:

1.1 Increase Organization Effectiveness and Efficiency

1.2 Protect, Preserve and Improve our Assets

2. PURPOSE:

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

3. DUTIES:

3.1. Post an agenda four (4) days in advance of the Committee meeting;

3.2. The Chair shall, with the approval of the Committee, appoint a Vice-Chair;

3.3. Review monthly staff report formats to be included in the monthly agenda;

3.4. Meet with staff monthly or whenever such meetings are deemed necessary unless canceled by the Chair;

3.5. Review monthly department reports from Mutual Administration, Stock Transfer and Service Maintenance Departments;

3.6. Review monthly budget comparisons for cost centers 533 (Stock Transfer), 545 (Mutual Administration), 574 (Service Maintenance), 575 (Trust Property Labor);

3.7. Review annually the fees associated with the Mutual Administration, Stock Transfer, and Service Maintenance departments (See fee schedule). Recommendations to be forwarded to the Finance Committee;

3.8. Review annually the New Buyers Guide, Welcome Packet, Bereavement Workbook, and the Realtor Handout for possible amendments and send changes to the GRF BOD for approval.

3.9. Review policies for cost centers 533 (Stock Transfer), 545 (Mutual Administration), 574 (Service Maintenance), 575 (Trust Property Labor); annually and send changes to the GRF BOD for approval;

3.10. Approve and recommend to the Finance Committee the annual budgets for cost centers 533 (Stock Transfer), 545 (Mutual Administration), 574 (Service Maintenance, 575 (Trust Property Labor); including Capital request and



Committee Charter

- 44 upcoming Reserve replacements; and
45 **3.11.** Furnish a report at the GRF annual meeting.
46

4. LIMITATIONS:

47
48
49 It is to be recognized that the function of the Committee is to act in an advisory and
50 consulting capacity.
51

52 Regulatory or supervisory activities affecting employed personnel are functions of
53 Management and not to be encroached upon by any Committee Chairperson or member,
54 either individually or collectively.
55

56 The Committee does not have the authority to enter into written contracts or oral
57 agreements with any third parties on behalf of the GRF BOD. Authority to authorize
58 contracts and/or expenses rests solely with the BOD.
59
60

Document History

Adopted:	23 Sep 14	Amended:	24 Feb 15	Amended:	21 Jun 16
Amended:	26 Sep 17	*Amended:	13 Aug 18	Amended:	23 Oct 18
Amended:	23 Jul 19	Amended:	27 Aug 19	Amended:	09 Sep 19
Amended:	22 Oct 19	Amended:	24 Nov 20		

Keywords: Mutual Service Charter Stock
 Administration Maintenance Transfer

61
62 *Administrative content update

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CLUBHOUSE SIX HEAT PUMP REPLACEMENT - UNIT FOUR
DATE: APRIL 15, 2021
CC: FILE

Upon the failure of Heat Pump #4, Clubhouse Six, the Physical Property Department obtained a quote from the contractor of record, Greenwood Heating and Air, for the replacement of this Reserve Component, at a cost of \$9,500.

The failure of the heat pump would result in added stress to the other units; with the eminent opening of the Fitness Center in Clubhouse Six, the Executive Director took emergency action to replace the unit.

I move to ratify the Executive Director's emergency action to award a contract to Greenwood Heating and Air to replace the Heat Pump in Clubhouse Six; unit #4, for a cost not to exceed \$9,500, funding from Reserves.

GREENWOOD

HEATING & AIR INC.

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

QUOTE

DATE	QUOTE#
2/23/21	0000020044

BILL TO:

Golden Rain - Club House 6
PO BOX 3519
Seal Beach CA 90740

JOB ADDRESS:

CH6 - Unit #4
1661-E Golden Rain Rd.
Seal Beach CA 90740

ESTIMATOR	PHONE NUMBER
	662-431-6586

DESCRIPTION	AMOUNT
<p>Estimate to replace roof top HVAC system as follows:</p> <ul style="list-style-type: none"> - Disconnect system including electrical plenum and low voltage. - Hire the proper crane service and crane in order to bring new system up and old system off the roof safely. - Reconnect 208/230 voltage using new disconnect and fuses. - Reconnect condensation drain to existing line using all copper piping and fittings. - Support condensation drain as needed for proper slope. - Reconnect low voltage to new unit making sure line is protected. - Reconnect unit with old plenum making sure all seams are sealed properly to avoid any leaks from rain or morning dew. - Run system in both heating and cooling making sure system works to manufacture spec. - Permits and all testing required per new title 24. <p>Equipment: York single stage 3 phase unit model # PHE4B6034</p> <p>Warranty: 1 yr Labor by Greenwood 1 yr parts and 5 yr compressor</p> <p>Your signature will authorize us to proceed with the above work. Please sign and return via email or fax to 714-821-0338</p> <p>signature _____ Date _____</p>	9,500.00
<p>Email:greenwoodheat-air@att.net Lic#945655</p>	
TOTAL	\$9,500.00

Fiscal Year	2021	2022	2023	2024	2025
980 Storage/Wk Area Furnishings	\$0	\$0	\$0	\$0	\$0
965 Miscellaneous Building Replacement	\$0	\$0	\$0	\$0	\$50,085
1120 Corrugated Metal Siding - Replace	\$0	\$0	\$0	\$0	\$0
1132 Metal Roof - Replace	\$0	\$0	\$0	\$0	\$0
1330 Gutter System - Replace	\$0	\$0	\$0	\$0	\$0
1890 Relocate Underground Tank	\$0	\$0	\$0	\$0	\$180,081
Service Maintenance					
832 Roll-Up Doors - Replace	\$0	\$0	\$0	\$0	\$45,020
904 Ice Machine - Replace	\$0	\$0	\$0	\$0	\$0
951 Bathrooms/Locker Rm - Refurbish	\$0	\$0	\$0	\$0	\$0
1008 Barroto Micro Trencher - Replace	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$3,264
1115 Exterior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
Rosale Office					
801 Carpet - Replace	\$0	\$0	\$0	\$15,298	\$0
900 Kitchen - Remodel	\$0	\$0	\$0	\$0	\$6,021
951 Bathrooms - Major Refurbish	\$0	\$0	\$0	\$5,081	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$4,589	\$0
1116 Wood Surfaces - Repaint	\$3,500	\$0	\$0	\$0	\$0
1308 Comp Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1400 Real Estate Office Signage - Replace	\$0	\$0	\$2,652	\$0	\$0
Security Office					
518 Channal Fencing - Replace	\$0	\$0	\$0	\$0	\$0
801 Carpet - Replace	\$0	\$0	\$0	\$0	\$40,518
603 Linoleum Floor - Replace	\$0	\$0	\$0	\$0	\$0
900 Kitchen - Remodel	\$0	\$0	\$0	\$0	\$0
951 Bathrooms - Major Refurbish	\$0	\$0	\$0	\$0	\$0
980 Office Furnishings - Replace	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1115 Exterior Flatwork - Repaint	\$0	\$0	\$0	\$10,599	\$0
1308 Comp Shingle Roof - Replace	\$0	\$0	\$52,515	\$0	\$0
1330 Gutter System - Repair/Replace	\$0	\$0	\$3,713	\$0	\$0
Combined Assets					
302 Generators - Replace	\$0	\$0	\$0	\$0	\$0
303 HVAC Systems - Replace	\$77,500	\$79,825	\$82,220	\$84,686	\$87,227
303 Space Heaters - Replace	\$0	\$0	\$0	\$0	\$6,134
328 Plumbing - Refurbish	\$0	\$0	\$0	\$0	\$0
329 Admin Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Amphitheater Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Library Dist Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Rosale Office Dist Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Security Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
330 Water Dist Main Water Valves - Repl	\$15,500	\$15,965	\$16,444	\$16,937	\$17,445
332 Water Heaters - Replace	\$0	\$0	\$11,299	\$0	\$0
350 Exhaust Fans - Replace	\$0	\$30,900	\$0	\$0	\$0
385 Walkway Light Fixtures - Replace	\$0	\$0	\$0	\$0	\$30,389
430 Drinking Fountains - Replace	\$0	\$0	\$46,149	\$0	\$0
439 Outdoor Furnishings - Replace	\$0	\$17,510	\$0	\$0	\$0
439 Patio Furn & Waste Cans - Replace	\$0	\$0	\$0	\$0	\$0
800 Exterior Doors - Replace	\$32,000	\$32,960	\$33,949	\$34,967	\$36,016
917 Audio-Visual Equipment - Replace	\$0	\$0	\$0	\$0	\$0
924 Televisions - Replace	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
970 CCTV Camora System - Replace	\$0	\$77,250	\$0	\$0	\$0
1150 Wood Surfaces - Repair	\$3,000	\$3,090	\$3,183	\$3,278	\$3,377
1400 Building Signage - Replace	\$0	\$0	\$0	\$0	\$0
1860 Fire Alarm Systems - Replace	\$0	\$0	\$0	\$0	\$0
Infrastructure					
201 Asphalt (Parking Lot) - Resurface	\$0	\$0	\$0	\$0	\$962,310
201 Asphalt (Phase 1) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 2) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 3) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 4) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 5) - Resurface	\$0	\$1,957,000	\$0	\$0	\$0
201 Asphalt Clubhouse 2 - Resurface	\$0	\$0	\$0	\$0	\$0
202 Asphalt (Parking Lot) - Repair/Seal	\$102,000	\$0	\$0	\$0	\$114,802
202 Asphalt (Phase 1) - Repair/Seal	\$0	\$0	\$0	\$169,373	\$0
202 Asphalt (Phase 2) - Repair/Seal	\$0	\$0	\$0	\$169,373	\$0
202 Asphalt (Phase 3) - Repair/Seal	\$0	\$0	\$184,440	\$0	\$0

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CANCELLATION OF CONTRACT - STORAGE CLOSET, CLUBHOUSE THREE
DATE: APRIL 15, 2021
CC: FILE

The contractor who was awarded the contract to construct a new Storage Area at Clubhouse Three has advised us of a change in the cost of the project. New plans of the entire building would be needed to continue the request for a permit. Upon informing the Physical Property Committee, at its April 7, 2017, the Committee recommends cancelling the contract with BA Construction: the Physical Property Committee MOVED to recommend the GRF Board of Directors authorize cancellation of the contract with BA construction for the Clubhouse Three Storage Closet project. (April 7, 2021)

I move to cancel the contract with BA construction for the Storage Closet, Clubhouse Three project.

PROPOSAL AND CONTRACT

TO: Golden Rain Foundation ("Owner")

Attn: Physical Property Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4401

Seal Beach Leisure World October 26, 2020

THE undersigned Bruno H. Alvarez, General Contractor, State of California License No. 1020244 ("Contractor"), agrees to furnish all materials and perform all labor necessary to complete in a good, timely and workmanlike manner, according to attached specifications the following described below, at the price indicated below.

SPECIFICATIONS

TOTAL PRICE

#962-20 Storage closet addition at Clubhouse Three located at 1421 Northwood Road, Seal Beach, CA 90740, per proposal dated 09/18/2020 and attached as Exhibit A. \$37,000.00 ✓

Start Date: November 16, 2020

Work to be completed by March 31, 2021 approximately (90) working days. No work on holidays: 12/25/2020, 01/01/2021, 01/18/2021, 02/15/2021

A \$250 per day penalty for each day completion is in excess of March 31, 2021 may be assessed, unless extension is agreed upon by both parties in writing.

THE above price is for a complete job, free and clear of any and all claims and liens and includes, without limitation, all charges for labor, material, sales taxes, cartage to job site and installation. No extra charges will be made without advance written authorization, signed and approved by the Physical Property Office.

ALL permits and licenses when required shall be obtained by the Contractor, at no charge to the Owner. The undersigned Contractor agrees to perform all work to pass all Owner's inspections and/or requirements, all State, City and County inspections and Building Code requirements, and in a manner satisfactory to the Owner.

Payments shall be made as follows:

90% upon completion, inspection and acceptance. \$33,300.00

10% retention thirty (30) days after final inspection. \$3,700.00

Invoice(s) are to be accompanied with proper lien release(s).

AN amount equal to ten (10) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County Inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

OWNER shall have the right at any time to change the scope of work cited above and the total contract price will be adjusted accordingly.

THE undersigned Contractor warrants that it has read and acknowledges reviewing the above-mentioned approved City plans and specifications and has read and agrees to the General Provisions appearing on the reverse side hereof which are expressly made a part of this Proposal and Contract.

THE undersigned Contractor further warrants that it has examined the job site and ground and has relied entirely upon its own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This proposal and contract, including the General Provisions, plans, specifications

and any exhibits hereto, contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

MATERIALS used on the job are to be delivered in Contractor's own trucks, to a location on the site designed by the Physical Property Office. Receipt of delivery must be acknowledged by the signature of Owner's agent.

Reviewed by: George Hurtado  David Rudge  Mark Weaver  Randy Ankeny 

ACCEPTED BY:

Golden Rain Foundation

By: 

Susan Hopewell, President

Date: 10/30/2020

CONTRACTOR:

Bruno H. Alvarez, General Contractor

By: 

BRUNO H. ALVAREZ GENERAL CONTRACTOR

Address: 1601 Temple Ave, Long Beach, CA 90804

Telephone No.: (562)755-7472

Date: 12/01/2020

GENERAL PROVISIONS

1. PROGRESS OF WORK: The Contractor agrees to start work after notice from the Owner and prosecute its work with due diligence and in a workmanlike manner satisfactory to the Owner and agrees to perform work and/or supply the materials according to a time schedule established by the Owner. If Contractor is not making or maintaining satisfactory progress, he shall, upon receipt of such written notice from the Owner, immediately increase its working force and speed delivery of materials necessary, or take any other steps reasonably necessary, to maintain progress satisfactory to the Owner. It is agreed that time is of the essence of this contract, and if, within one (1) week after receipt of such notice, the Contractor has failed to increase its working force and speed delivery of materials necessary to maintain progress satisfactory to the Owner or correct any defect, failures or complaints with respect to labor and/or materials furnished, the Owner shall have the right to:

- Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or
- Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or
- Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or
- Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work.

All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

2. MECHANIC'S LIEN: In the event any mechanic's lien or claims are filed by anyone in relation to the labor and material of the Contractor, the Contractor agrees within two (2) days of notice from the Owner, to have the same discharged and in the event of the failure of the Contractor to do so, the Owner may cause such mechanic's lien to be discharged and the expense thereof, including any deposit by the Owner and the amount of any obligation assumed by the Owner by bond, indemnity or otherwise, in and about such discharge as well as its reasonable attorney's fees in connection therewith, are to be charged to and paid for by the Contractor.

3. PROHIBITION AGAINST ASSIGNMENT: The Contractor shall not assign this contract or any monies due or to become due hereunder, nor sublet any portion thereof, without first obtaining the written consent of the Owner.

4. DELAYS, LOSS OR DAMAGE: The Owner shall not be liable to the Contractor for any delay, loss or damage to its work, whether caused by the Owner or by any of the Owner's contractors or from any other cause whatsoever.

5. TAXES: The Contractor shall pay any and all taxes, including sales tax, which may be due or levied against any material or labor; as well as Social Security, Old Age and Unemployment insurance, Income Withholding Tax, all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance have been fully paid.

6. STATEMENT OF UNPAID CLAIMS: Whenever required by Owner, it shall be the duty of the Contractor to file with Owner, a verified statement in writing in a form satisfactory to the Owner, certifying to the amounts then due and owing from the said Contractor for labor and material performed under the terms of this contract, setting forth therein, the names of the persons whose charges and/or claims for materials, and/or supplies, and/or labor are unpaid and the amount due to each respectively. Before final payment is made, Contractor will execute a general release and waiver of lien and submit satisfactory evidence that no unpaid claims exist for labor, material or other obligations incurred by the Contractor in the performance of this contract.

7. RUBBISH: Contractor will timely and completely remove all its debris or excess material from the interior and exterior of the job site upon completion of its work. If Contractor fails to clean up after notice to its foreman on job, then Owner shall have the right, but not the

obligation, to have same performed and charge cost of work to Contractor.

8. PARKING: The Owner's supervisor on the job site shall have the right to control or restrict parking of all vehicles on the actual building site and Contractor agrees to cooperate and abide with said restriction.

9. RESPONSIBILITY: Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property damage caused by Contractor and/or its personnel or subcontractors in connection with the performance of this Agreement. Should the proper workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.

10. STORAGE: Any materials stored on job site shall be at Contractor's sole risk. Owner shall endeavor where possible, to provide storage space in designated areas. Contractor shall be responsible for adequately securing the any materials stored at the job site.

11. CHANGES: No deviations from plans or specifications shall be made by Contractor without prior approval in writing from Owner. No claims for extras above and beyond the amount of said contract and/or change orders will be honored unless authorized in writing by Owner prior to commencement of work.

12. QUALITY TESTS: If requested, Contractor agrees to furnish certified verification of the grade or materials he is using in its work. Such verification shall be at its own cost and expense and shall be by a recognized association of U.S. Bureau of Standards Grading.

13. JOINT PAYMENTS: Owner shall have the option to make payments jointly to Contractor and its subcontractors and/or suppliers of material and/or labor.

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

15. INDEMNITY: Contractor hereby agrees to defend, indemnify and save harmless the Owner and its directors, officers, Owner's agent, managers, employees and servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all liability, claims, lawsuits, judgments and/or demands ("Claims") arising from injuries or damages to persons or property incurred in connection with the performance or non-performance of the provisions of this Agreement, and to further indemnify Owner and its directors, officers, owner's agent, managers, employees or servants, residents, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutual(s) against all Claims arising from injuries or damages incurred in connection with the performance or non-performance of the provisions of this Agreement, and will reimburse the Owner and its directors, officers, Owner's agent, managers, employees and servants, resident(s), resident(s)' agent or servants, Golden Rain Foundation and Seal Beach Mutual(s) for any expenditures that they may incur, including attorneys' fees and costs related thereto.

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000 minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance with in statutory form and to provide a certificate of said insurance policy or policies. Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

17. OBSERVING LEISURE WORLD SPEED LIMIT: The Contractor shall adhere to the maximum speed limit of 25 MILES PER HOUR and all other rules of the community. Contractor is responsible for compliance by all subcontractors employed with respect to this contract.

18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL: At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected. "TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within forty-eight (48) hours after the effective date. Contractor shall provide "flag men" as necessary, during the construction phase.

19. WORK HOURS & SECURITY PROCEDURES: Contractor shall abide by Owner's work hours of 8:00 a.m. to 5:00 p.m., excluding weekends and holidays and except in the case of an emergency. Contractor also agrees to abide by Owner's security and sign-in procedures applicable to vendors.

20. AUTHORITY OF SIGNORS: Each individual executing this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement by the Party on whose behalf he or she purports to act.

21. MISCELLANEOUS: This Agreement, including the Proposal & Contract and all Exhibits, plans, drawing, specifications and change orders, incorporated herein, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single Party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

EXHIBIT A

BRUNO H. ALVAREZ GENERAL CONTRACTOR

STATE LIC. #1020244

5944 Falcon avenue, Long Beach ,CA. 90804. Tel. (562)755-7472.email morabham@gmail.com

DATE : 09/18/2020

PROPOSAL #: CLUBHOUSE #3/2020

TO: Golden Rain Foundation

LOCATION: CLUB HOUSE 3 STORAGE CLOSET.

I, Bruno H. Alvarez , propose to furnish all materials and perform all labor and obtain all permits necessary to complete the following:

Construct new storage closet addition to club house # 3 in specific location, Install 3set of solid core doors 72"x96" for access to new storage closet, Install 5/8" drywall on interior of new storage closet. Install 7/8" stucco on new storage closet. Includes no painting.

TOTAL CONTRACT PRICE

\$ 37,000.00

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTIES COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - TRUST PROPERTY IMPROVEMENT – CLUBHOUSE THREE, STORAGE CLOSET ADDITION
DATE: OCTOBER 14, 2020
CC: FILE

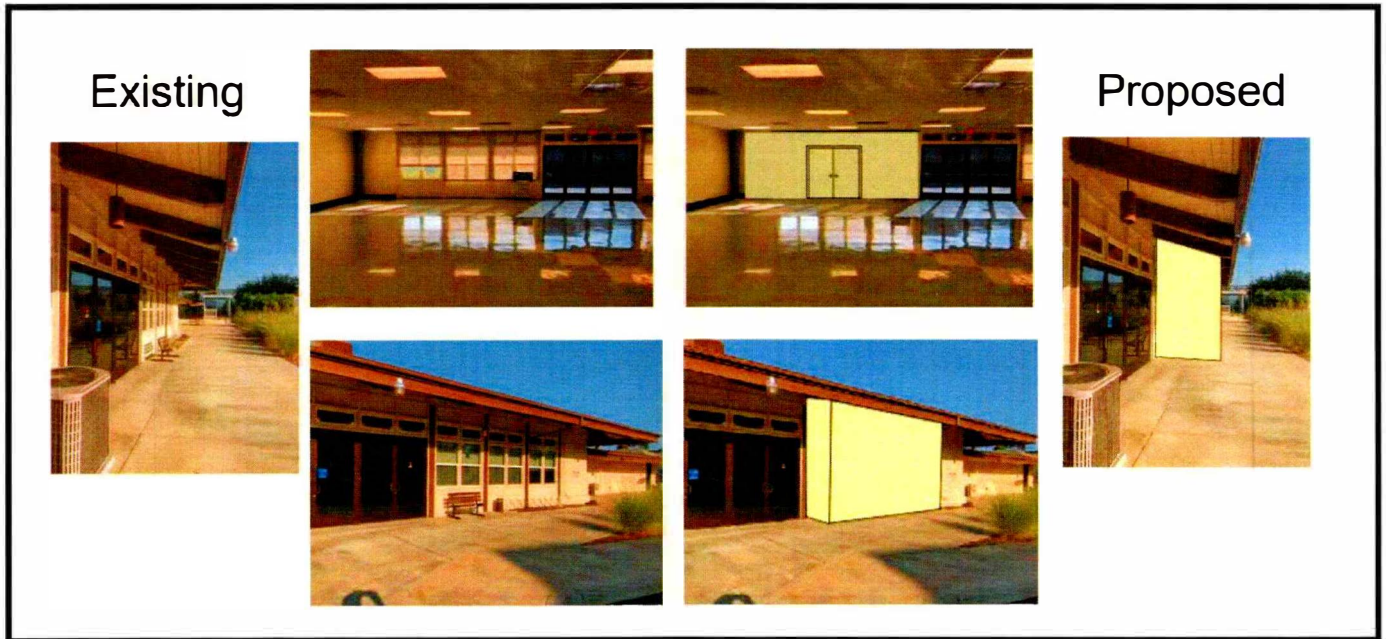
At its regularly scheduled meeting on October 7, 2020, the Physical Property Committee reviewed a request of the Recreation Committee, to expand Trust Property identified as Clubhouse Three (CH3) for the addition of approximately 190-200 square feet of storage space on the east side of the large multi-use room.

The basis for the request is lack of large item storage of Trust property (tables, chairs, partitions, etc.) which take up space within the multi-use room which could be better utilized for Shareholder/member activities.

Photos below are an example of the equipment which is being storage in public use space.



The proposed storage area would be added to the east side of the CH3 multi-use room and constructed under the existing building eve. Interior and exterior finishes are to match all existing finishes.



Proposals for the addition of this 190-200 square feet of storage area are as follows:

- Hadi Construction \$43,200
- Bergkvist Construction \$39,950
- Bruno Alvarez General Contractor \$37,000

After reviewing the proposals, the PPC unanimously recommends the Board award a contract Bruno Alvarez, General Contractor, for this project, at a cost not to exceed \$40,000, including a \$3,000 contingency.

At its regularly scheduled meeting on October 19, 2020, the Finance Committee determined Capital funding was available for this project, placing a hold on the funds, pending Board review.

I move to award a contract to Bruno Alvarez, General Contractor, for the addition of approximately 190 to 200 square feet to Clubhouse Three, for the purpose of storage of Trust property, in the amount of \$37,000, and add a \$3,000 contingency, for a total cost not to exceed \$40,000, Capital funding, and authorize the President sign the contract.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CLUBHOUSE THREE, FIREPLACE RENOVATION
DATE: APRIL 20, 2021
CC: FILE

It has been requested by the Recreation Committee to obtain costs to modify Trust Property amenities located at Clubhouse Three, Fireplace Renovation. The general specifications and costs are as follows:

- Remove the fireplace surround.
- Add an 18" tall block wall at steel columns.
- Add LED lighting to illuminate the new planter area.
- Patch the flooring with suitable flooring.
- Face the new surround and existing brick with ADRC approve stacked stone.



These tasks can be completed in-house, by the Service Maintenance Department, for a material cost of approximately \$8,500. Staff recommends a \$1,000 contingency for this project for a total cost not to exceed \$9,500 (see attached estimate).

The Physical Property Committee reviewed the scope of work and the proposed in-house cost of the project at its April 7, 2021 regular scheduled meeting. The Committee unanimously recommended the GRF Board approve funding for this project, pending Finance Committee review.

At its April 19, 2021 meeting, the Finance Committee reviewed this Capital funding request and concurred that funding is available.

I move to authorize the Executive Director to issue work orders to the Service Maintenance Department for the following tasks, not to exceed \$9,500, including \$1,000 in contingency funds:

- Remove the fireplace surround.
- Add an 18" tall block wall at steel columns.
- Add LED lighting to illuminate the new planter area.
- Patch the flooring with suitable flooring.
- Face the new surround and existing brick with ADRC approve stacked stone.

GRF Service Maintenance Department

Approximate Labor & Materials Cost

Date: 03-23-21

To: Mark Weaver, Facilities Director

From: Ruben G. Gonzalez, Facilities Manager

Subject: ESTIMATE

Location: CH-3 Lobby

Itemized List for Labor and Material(s)

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

1 - Remove the fireplace surround.

2 - Add an 18" tall block wall at steel columns.

3 - Add LED lighting to illuminate the new planter area.

4 - Patch the flooring with suitable flooring.

5 - face the new surround and existing brick with ADRC approved stacked stone.

Material: \$9,000.00

Labor: 220 hours

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

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

Please make arrangements to perform the above work.

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

Notes: _____

Print Name: _____

Signature: _____

Telephone Number: _____

Mutual Number: _____

(If applicable)

cc: Supervisor
Department Manager
Executive Director (as needed)

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST - ELEVATOR MODERNIZATION, BUILDING FIVE
DATE: APRIL 20, 2021
CC: FILE

The elevator located at Building Five has required repetitive service. It has been recommended for a modernization upgrade by ThyssenKrupp, the current elevator service contractor. The update will include increased durability, improved fire safety features, decreased waiting times, improved energy consumption, reduced operational cost, and improvement in troubleshooting problems. The Physical Property Committee has recommended that more than one bid be received for this task; they are as follows:

ThyssenKrupp	\$85,000	electrical/fire included,
Specialized Elevator	\$84,248	does not include electrical/fire,
Elite Elevator Service	\$47,097	does not include fire (added \$2,800).

Staff recommends adding \$3,000 contingency funding for this project.

The Physical Property Committee reviewed cost and scope of work for this project and unanimously recommends the Board award a contract to Elite Elevator Service, for a cost of \$47,097, add a contingency of \$3,000, for a total project cost not to exceed \$50,097, pending Finance Committee review.

At its April 19, 2021 meeting, the Finance Committee reviewed this Reserve funding request and concurred funding was available.

I move the GRF Board award a contract to Elite Elevator Service, for a modernization upgrade to the elevator located at Building Five, for a cost of \$47,097 and adding \$3,000 contingency funding, for a total cost not to exceed \$50,097, Reserve Funding, and authorize the President sign the needed contracts.

Elevator Modernization



Agreement

Attention: Leisure World Seal Beach

Proposal#21-32775

Address: 1661 Golden Rain Rd.
Seal Beach, CA. 90740

Date: 03/29/2021

(Hereinafter Purchaser)

Submitted By:

Elite Elevator Services Inc.
10841 Noel St. suite 107
Los Alamitos, CA. 90720
(562) 506-6825 Phone
(562) 684-6335 24 Hr

CONTACT: DANIEL MALDONADO
EMAIL: eliteelevators@yahoo.com

Elite Elevator is pleased to provide the following quotation for elevator modernization at:

Buildings : CLUBHOUSE 5

Service Contract: N/A
Elevator State:# 113412

Elite Elevator Service proposes to furnish the necessary Labor and Material to complete the modernization of
One (1) 2 stop passenger Elevator 1661 Golden Rain Rd. Seal Beach, CA 90740

Summary of work included: Detailed list provided below.

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PART 1	General
PART 2	Equipment And Summary Of Work
PART 3	Modernization Equipment Features
PART 4	Installation Sequence And Schedule
PART 5	Tests
PART 6	Clean Up As Purchaser Inspection
PART 7	Work Not Included
PART 8	Special Conditions
PART 9	Terms And Conditions
PART 10	Prices And Terms Of Payment

PART 1 –

- 1.01 This proposal covers the complete modernization of **ONE (1) hydraulic elevators located at: 1661 Golden Rain Rd. Seal Beach, CA**. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.03 Drawings. Elite Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.04 Permits, taxes and licenses. All applicable sales, use taxes, permit fees and licenses, as of the date bids are taken, will be paid by Elite Elevator.
- 1.05 Maintenance service. Elite Elevator will furnish a separate maintenance contract to be executed by Owner/Manager.
- 1.06 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams for each elevator including input and output signals will be furnished to the Purchaser.
- 1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 - EQUIPMENT AND SUMMARY OF WORK:

QUANTITY:	One (1)	POWER SUPPLY:	Retain
CAPACITY:	2500	LOGIC CONTROL	New controller
SPEED:	100 fpm	CAR ENCLOSURE:	Retain
STOPS:	Two	SIGNAL FIXTURES	New Innovation
OPENINGS:	Retain	TOE GAURD	New
CAR SIZE: PLATFORM:	Retain	DOOR PROTECTION	New
CLEAR INSIDE:	Retain	DOOR EQUIPMENT	New
TRAVEL:	11'	CAR OP. PANEL:	New
TANK UNIT	New	PUMP & MOTOR:	New
VALVE/OIL:	New	WIRING:	New
PERMITS:	Included	INSPECTION:	Included

PART 3 - MODERNIZATION EQUIPMENT FEATURES

3.01 CONTROLLER

Replace the existing relay logic controller with a new Smart rise microprocessor controller which will provide improved performance and reliability, Control features include the following: Non-proprietary computerized microprocessor-based, to include:

- a. Solid state hoistway leveling system
- b. Solid state motor starting switch
- c. Phase I & II fireman's service operation
- d. Reduced torque door dosing operation
- e. Hoistway access/Inspection operation
- f. Independent service operation

3.02 Signal Fixtures

- a. Car operating panel with raised and illuminated (LED) operational buttons, tactile Braille, Phase II fireman's service operation
With engraved instructions, emergency light and alarm bell unit, certificate frame and associated operational key switch
- b. Emergency communications system intragrated in car operating panel
- c. Digital car positioning indicator with electronic floor-passing chime
- d. In car arrival lantern with electronic arrival chime
- e. Hall push button switches with raised and illuminated (LED) buttons. Terminal floor will incorporate new hoist way access key switch. Main lobby floor will include phase 1 fireman's service operation engraved instructions
- f. Braille tags mounted in each hall door entrance at proper height

3.03 DOOR EQUIPMENT

Replace the existing door operating equipment with a new G.A.L. MOVFR package including the following

- GAL door operator
- Car door clutch with zone lock
- Hall door hangers, rollers, track and linkage
- Hall door pick up rollers with zone lock
- Hall door closed
- Infrared door protection system

3.04 WIRING

Replace wiring and add disconnects as deemed necessary to adapt to new controllers

- a. Replace wiring in machine room, hoistway and cars as needed.
- b. New Traveling cable from elevator to machine room
- c. Replace wiring to guard station

PART 4 - INSTALLATION SEQUENCE AND SCHEDULE

1. 4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator trade. . *Regular trade hours 7:00AM-3:30PM M-F.

4.02 The elevator will be out of service in the performance or the work as specified. Once we have removed an elevator from service, the elevator cannot be operated or put back into service for any reason until the State Inspector has completed a final inspection and certified the elevator for public use.

- 4.03 Prior to commencing work, a work schedule will be submitted to the Purchaser. Upon request
- 4.04 Standard lead time on material is **5-7 weeks**. Purchaser will be notified of timeline changes, if applicable.
- 4.05 Estimated "Down Time" per car **2-3 Weeks**. Time to include Inspection

PART 5 - TESTS

- 5.01 Emergency fire service. Perform Phase 1 and Phase II Fire Service tests to conform to applicable codes.
- 5.02 Test reports. Completed copies of test reports will be provided to the Purchaser.
- 5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

PART 6 - CLEAN UP AND PURCHASER INSPECTION

- 6.01 Clean up. Elite Elevator Services will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.
- 6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

PART 7 - WORK NOT INCLUDED

The following work is not included unless specifically addressed in this proposal, and is conditional upon the proper performance of such work by the General Contractor, Owner, Owner's Representative, or other Subcontractors.

A legal hoistway: properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, and access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (90° maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoist ways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Pockets or block-outs for signal fixtures.

Suitable connections from the power main to each controller and signal equipment feeders as required: including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-

resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices: at elevator lobbies on each floor, machine room, and hoist ways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. A code compliant Life Safety Communication system or suitable dedicated telephone connection to each elevator controller (must be a dedicated line and monitored 24 hours), instrument in cab by others.

Emergency power supply: With a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller, Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Purchaser is to provide a bonded N.E.C. compliant service ground wire, properly sized, from the elevator controllers) to the primary building ground. Remote wiring to outside alarm bell as requested by the National Safety Code for Elevators and Escalators (ASME A17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor or for assisting others inspecting equipment installed by others. Purchaser agrees to provide a dry and secure area for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the purchaser after its initial delivery will be at purchaser's expense. All existing equipment removed by Elite Elevator services shall become the exclusive property of Elite Elevator services.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site, Purchaser will monitor our work place. Prior to and during our manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event Elite Elevator employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold Elite Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the Purchaser.

PART 8 - SPECIAL CONDITIONS

Performance of this contract is contingent upon Purchaser furnishing Elite Elevator with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades Involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

Elite Elevator shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

Should loss of or damage to our materials, tools or work occur at the job site, Purchaser shall compensate Elite Elevator, unless such loss or damage results from our own acts or omissions.

If any drawings, illustrations or descriptive matter is furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

In the event the Purchaser defaults on any payment, or on any other provision of this contract, the unpaid balance of (he purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Los Angeles, California.

PART 9 - TERMS AND CONDITIONS.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

Permits, taxes and licenses. All applicable sales and use taxes permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

Acceptance of installation. Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance, The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

Warranty. We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation, this warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

Title and ownership. We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease, of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Elite Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U. S.C. 4212 and 41 CFR Chapter 60, Elite Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs and code compliance to ASME A-17.1-2004 for the modernization of elevators and design.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

Elite Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall Elite Elevator be liable for any damages, nor any consequential, special or contingent damages. Elite Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

In consideration of Elite Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Elite Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the negligence of Elite Elevator or our employees, except that your duty to indemnify does not apply to claims or losses determined to be caused or resulting from the sole negligence of Elite Elevator or our employees.

You expressly agree to name Elite Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy (ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of Elite Elevator or our employees. You hereby waive the right of subrogation.

Purchaser's acceptance of this agreement will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in, or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

PART 10 - PRICES AND TERMS OF PAYMENT

CLUBHOUSE #5 MODERNIZATION PROPOSED ESTIMATED COST: (\$47,097.00) Forty Seven Thousand and Ninety Seven Dollars 00/100

We propose to furnish and install the equipment covered in this proposal for the net sum of Forty Seven Thousand and Ninety Seven Dollars Estimated total price to include labor, material, Tax, permits and inspection.

Payment terms: Payment Schedule listed below

50% Due upon signed contract
20% Due upon mobilization
20% Due Upon completion
10% Retention due 15 days from passing inspection

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at our staging facility, or at any other location you designate at your expense. It shall also include any changes to the contract amount and extra work orders to the extent completed.

The remainder of the contract amount including changes and extra work orders is due at time of completion and approval by local authorities, but prior to turnover for your use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance, satisfactory to us, that the subsequent payments will be made as they become due. A monthly service charge of 1.5 % will be due on all amounts not paid within 30 days.



ACCEPTANCE OF PROPOSAL:

This proposal is submitted for acceptance within **60** days from date executed by us.

This proposal, when accepted by the Purchaser, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

CUSTOMER:

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

ELITE ELEVATOR SERVICE:

Approved by Authorized Representative

Date: 03/29/2021

Signed: _____

Print Name: Daniel Maldonado

Title: CEO

Submitted by: Daniel Maldonado
Contact: (562) 506-6825/ (562) 684-6335

SCOPE OF WORK LINE ITEM LIST:

1. CONTROLS	Smartsise Controller	New
	Controller boards and wiring	New
	Controller Programming	New
	110 disconnect	Included

2. MOTOR/PUMP UNIT	Tank/Motor	New
	Machine room piping	New
	Control Valve	New
	Pump & Muffler	New
	Hydraulic Oil	New
	Owner Manuals	New
	Special Signage per code	New

	Prints	New
	Car Fixtures	New
	Hall Fixtures including digital PI	New
	ADA Phones	New
	Emergency Light	New
	Rails and/or Rail Brackets	Retain
	Car Sling & Platform	Retain
3. HOISTWAY AND PIT EQUIPMENT	Cab Shell	Retain
	Cab Interior	Retain
	Car sill	Retain
	Car flooring	Retain
	Buffers	Retain
	Car Top Inspection station	New
	Pit & car top stop switch	New
	Rail Brackets / Joint Plates	Retain
	Seismic Retainer for roller guides	Retain
	Pit Ladders	Retain
	Pit Outlet & Light	Retain

4. DOOR EQUIPMENT	Door Operator	New
	Car Door Tracks	New
	Door rollers	New
	Hoistway Door Interlock contacts	New
	Hoistway Door Gibs, etc....	New
	Car Door Detector	New
	Car Doors	Retain
	Door Restriction	New
	Hoistway Doors / Entrances	Retain
	Toe Guard	New

PRICE BREAKDOWN:

Controller - \$6547

Door Equipment - \$5733

Tank Unit - 5350

Fixtures – 6740

Misc. (wire, oil, fittings etc.) - \$8977



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE (TD)
SUBJECT: APPROVE 2021 AMPHITHEATER SHOW AND MOVIE
DATE: APRIL 20, 2021
CC: FILE

At its meeting on April 19, 2021, the Finance Committee approved funding, in the amount not to exceed \$49,000, to provide an Amphitheater season for 2021.

The Recreation Committee is requesting that the Board approve:

- Four (4) Amphitheater shows (cost not to exceed \$10,000 each),
- Six (6) movies (cost not to exceed \$1,000 each),

with funds not to exceed \$46,000, to cover the cost of the entertainment, movie licensing, production (as/if required), and all the incidentals required to provide these events.

The show and movie selection proposed by the Entertainment Sub-Committee at the Amphitheater, during the months of June, July, August, and September 2021, will be conducted in accordance with all:

- Public Health and Safety orders,
- Maximum occupancy of the Amphitheater under the Public Health and Safety orders at the time of the event.

Due to the possibility of ongoing revisions to Public Health and Safety Orders, it is requested to grant the Recreation Director the authority to revise the Amphitheater occupancy numbers and scheduling issues for compliance to such protocols.

I move to approve:

- Four (4) Amphitheater shows,
- Six (6) movies,

With funds approved by the Finance Committee, in an amount not to exceed \$46,000, with the following stipulations:

- Public Health and Safety Orders would allow for reasonable occupancy within the Amphitheater to justify the expense associated with the event.

I move to authorize the Recreation Director be given the authority to make any necessary revisions needed for occupancy and scheduling of the events as Public Health and Safety Orders may change.

2021 Amphitheater Shows and Movies

(SUBJECT TO AVAILABILITY)

Movies

1. Knives Out
2. Greenland
3. Jumanji, the Next Level
4. Wonder Woman
5. Death on the Nile
6. News of the World
7. Nomadland

Shows

1. Terry Otte
2. Ronstadt Revival
3. Traveling Wilburys
4. Roy Orbison