



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

BOARD OF DIRECTORS

Agenda

Tuesday, July 27, 2021, 10:00 a.m.
Clubhouse Four

To view the live GRF Board meeting:

- Go to www.lwsb.com
- The tab will be active at 9:45 a.m., on the day of the meeting
- 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 Announcements**
- 4. Seal Beach City Council Member's Update**
- 5. Health Care Advisory Board Update (pp.1-10)**
- 6. Shareholder/Member Comments (pp.11-14)**
- 7. Consent Calendar**
 - Committee/Board meetings for the Month of May 2021 **(pp.15-16)**
 - Minutes from Recreation Committee Board Meeting of May 3, 2021
 - Minutes from Physical Property Committee Board Meeting of May 5, 2021
 - Minutes of the Executive Committee Board Meeting of May 14, 2021
 - GRF Board of Directors Minutes, May 25, 2021 **(pp. 17-32)**
 - Special GRF Board of Directors Minutes, June 2021
 - Minutes from June 1, 2021 **(pp. 33-36)**
 - Minutes from June 8, 2021 **(pp 37-38)**
 - Minutes from June 11, 2021 **(pp.39-40)**
 - Minutes from June 29, 2021 **(pp.41-44)**
 - July GRF Board Report, dated July 27, 2021 **(pp.45-52)**
 - Accept Financial Statements, June 2021, for Audit **(pp. 53-60)**
 - Approve Reserve Funds Investment Purchase **(pp. 61-62)**

8. Ad Hoc Reports

- a. Governing Document Ad Hoc Committee - Discussion
- b. Strategic Planning Ad Hoc Committee - Discussion
- c. Website Ad Hoc Committee – Discussion

9. New Business

- a. General
 - i. Establishment of Ad Hoc Committee **(Ms. Hopewell, pp.63-64)**
- b. Communications/IT Committee
 - i. Approve Contract Amazon AWS S3 Cloud Backup **(Ms. Snowden, pp.65-66)**
 - ii. Amend 20-5585-3 Advertising Procedures **(Mrs. Gambol, pp. 67-70)**
- c. Executive Committee
 - i. Amend 50-1640-4 – Active Membership Certificate **(Ms. Gerber, pp.71-74)**
 - ii. Approve Use of Trust Amenities by the Emergency Preparations Group – **REMOVED FROM AGENDA PACKET ON JULY 21, 2021**
- d. Finance Committee
 - i. Reserve funds for Investing in Indexed CDs **(Ms. Isom, pp.75-76)**
 - ii. TENTATIVE VOTE: Amend 40-5061-2, Fees **(Mr. Friedman, pp.77-82)**
- e. Physical Property Committee
 - i. Capital Funding Request – Clubhouse Two - Bocce Ball Court **(Mrs. Damoci, pp.83-86)**
 - ii. Reserve Funding Request - Repair, slurry, and re-striping of the Parking Lots at the Administration Building, Building 5 and Clubhouse 1 and 6 **(Mr. Melody, pp.87-92)**
 - iii. Conceptual Approval - Electric Vehicle Charging at St. Andrews Gate **(Mr. Dodero, pp.93-94)**
- f. Recreation Committee
 - i. TENTATIVE VOTE: Rescind 70-1406-04-1 Ladies Pool and Billiard Room **(Mrs. Perrotti, pp.95-96)**
 - ii. Mini Farm Professional Design Services **(Mr. Geffner pp.97-126)**
 - iii. FINAL VOTE: Amend 70-1468-1, Swimming Pool Rules **(Ms. Snowden, pp.127-130)**
 - iv. FINAL VOTE: Amend 70-1487-1, Recreational Vehicle Lot (RVL) Rules and Regulations **(Mr. Friedman, pp.131-138)**
 - v. FINAL VOTE: Amend 70-1428-3, Clubhouse Artwork Displays **(Mr. Mandeville, pp.139-142)**
 - vi. FINAL VOTE: Amend 70-1411-1, Facility Reservations **(Mr. Melody, pp.143-148)**

- g. Security, Bus & Traffic Committee
 - i. Conceptual Transportation Consultant Approval
(Mr. Pratt, p.149-150)

10. Board Member Comments

11. Next Meeting

Tuesday, August 24, 2021, In Clubhouse Four/Virtual

12. Adjournment



Your Health Care Center, Your Way.

*Seal Beach Leisure World
Health Care Center*

July 2021 update



OPTUM®

Serving the Leisure World Community

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

Shaping the Future of your HealthCare and Health Care Center

Guided by collaboration with community health advisory committee



Modern HealthCare with Heart

Recent Updates

- Ultrasound services now available
- New Pain Management Physician, Dr. Jasmin Singh
 - Started 3/29/2021
 - Available 3 half-days per month
- New Dermatology Physician, Dr. Kenneth Alpern
 - Started 2/24/2021
 - Available 2 days per month
- New Ophthalmology Partnership with Eye Physicians of Long Beach
 - Dr. Ajay Manchanida, Dr. Carlos Martinez
 - More clinic hours, expanded services, greater sub-specialty expertise

Health Care Center Sign Updated to Optum



Your Health Care Center, your way

The Health Care Center (HCC) has been a fixture of the Leisure World community for more than 30 years. We are proud to continually provide care that is focused on your overall wellness. Our recently renovated facility offers you access to additional primary care and specialty services.



Diabetes



Lab



Optometry



Podiatry



Ultrasound



Wound care

To schedule an appointment, please call **1-562-493-9581**, TTY **711**, Mon.–Fri., 8 a.m.–5 p.m.

To learn more, or to view our video tour, visit optumcare.com/bettercare

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New Community Program

Happiness Project

Finding Happiness and Well-being

- Coming Soon!
- Comprehensive program with 3 distinct areas:
 - Lectures by Dr. Nancy Smith and others
 - Exercise sessions led by Jeremy Matteson, HCC Physical Therapist
 - Medication sessions led by your HCC social workers
- Sessions will be videotaped and made available to all residents



Optum HCC Newsletter Summer 2021

- **Don't miss the summer issue featuring:**
 - Looking for help with your health plan?
 - Optum name updates
 - Health Care Center virtual and in-person tour options
 - Recently added providers
 - COVID: what to know as life slowly returns to normal
 - Introducing Grecia Nunez, Senior Ambassador



Extra copies are available at the front desk of the HCC

Optum HCC Newsletter Summer 2021

COVID: what to know

We're excited that life is (slowly) returning to normal. It has been a long and challenging 18 months. We have all had to learn new skills, adapt to long bouts of loneliness, and discover how to de-stress when the world was just too much.

As we start to welcome friends and family again, there are some things to keep in mind:

Spend time together. This is some of the best news we've heard from the CDC in a long time: We can finally see family and friends. But we still need to be cautious. Make sure everyone you're around has been vaccinated. If they haven't, mask up.

Spend time alone. If you're having trouble adjusting to your old routines, that's okay. It can be pretty overwhelming. If you have a lunch with friends, give yourself some peace and quiet in the evening to rest and recover. Or visit family and friends in smaller doses: have lunch with one or two people at a time.

Wear a mask. If you're in public, keep that mask on. If you haven't gotten a vaccine, the CDC recommends you keep a mask on. And if you have gotten your vaccine, wear a mask anyway. This reminds everyone else to step up and do their part.

Pay attention. We're all pretty tired of COVID-19 news. But things are changing pretty quickly. It's important to stay current on what's allowed and what isn't. Take a little time each week to catch up on the latest news from a reliable news source or check out the CDC's website at cdc.gov/coronavirus.

Get your vaccine. Haven't gotten it yet? There are more ways to get it. Check out myturn.ca.gov to schedule an appointment near you.

It's been a long journey, but we're not out of the woods yet. Keep doing your part and encouraging others to stay healthy.



Optum HCC Newsletter Summer 2021

Ask our senior ambassador

Our senior ambassador helps you find the right doctors so you get the most out of your health care. They teach the basics of Medicare and recommend resources to choose the best plan that's right for you. They also help seniors with questions about referrals, authorizations and services designed to keep members in the best of health.

You may have seen this friendly face around the community. This is Grecia Nuñez. She's the senior ambassador for the HCC. While she was with the Orange County Council on Aging, Grecia provided Medicare education for seniors and partnered with organizations in the community. She holds a master's degree in public health from California State University, Long Beach. Grecia is fluent in Spanish.



Grecia Nuñez
North Orange County, Seal Beach Leisure World and Long Beach
1-855-608-2051, TTY 711 | gnunez@optum.com

Health Care Center

Contact:
1-562-493-9581, TTY 711
optumcare.com/bettercare

Hours:
Monday through Friday
8 a.m.–5 p.m.

Contact us at Optum, formerly Monarch HealthCare

Customer service 1-877-222-7401, TTY 711	Español 1-877-466-6627, TTY 711	Vietnamese 1-888-662-7476, TTY 711
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A Better Future Together!



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From: [Leah Perrotti](#)
To: [Tia Makakaufaki](#)
Cc: [Randy L. Ankeny](#); [Susan Hopewell](#)
Subject: Fwd: Garden
Date: Monday, July 19, 2021 10:24:43 AM
Attachments: [ATT00001.htm](#)
[Untitled attachment 00021.txt](#)
[ATT00002.htm](#)

From: "Lynn Baidack" <
To: "Leah Perrotti" <
Cc: "Susan Hopewell" <>, "Lynn Baidack"
>
Subject: FW: Garden

Hi Leah,

Please accept this as correspondence for GRF Meeting Tuesday July 27th.

Per section 3.9 of Policy 70-1447-1 GRF had the oversight of maintenance and pest control of mini farm common areas.

In January 2021 I signed a lease agreeing to maintain my assigned plot. I have lived up to my part of the agreement.

Per my attached picture there is no visibility of maintenance to provide a safe environment in 1.8, Mini Farm.

The common area lacks maintenance and pest control, creating a hazardous environment lacking compliance with Policy 70-1447-1.

The original position of GRF having oversight of 1.8 was to:

- provide an enhanced gardening experience for everyone
- ensure you make the most of your garden plot investment.

My investment of \$125 was paid in good faith although was not used to provide the benefits to this amenity as stated above.

I would like to request reimbursement.



12

Tia Makakaufaki

Subject: FW: Mask Mandate

From: Ron & Gene Yaffee < >
Sent: Thursday, July 15, 2021 7:02 PM
To: President GRF <
Cc: Kathy Thayer < >; Leah Perrotti <
Subject: Mask Mandate

Although it has been the policy of GRF to follow the County of Orange and City of Seal Beach mandates concerning Masks during this pandemic, this should be the exception.

Los Angeles County announced this evening that Masks are being required at all indoor activities.

Please, Please, PLEASE, i beseech you to put that into affect ASAP for all Golden Rain (Leisure World) activities, i.e, Clubhouse 1--all card games; clubhouse 2--all inside activities; clubhouse 3--all games (Maj Jong, cribbage, etc.) as well as all religious activities; clubhouse 4--all meetings; clubhouse 6--hospitality, physical fitness gym, etc.

Gene Yaffee
Mutual 15 #32-L
562-430-7040

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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 May 2021 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of May 3, 2021
- Minutes of the Physical Property Committee Board Meeting of May 5, 2021
- Minutes of the Communications/IT Committee Board Meeting of May 14, 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 Leisure World'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
May 25, 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, May 25, 2021, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Jo Jo Weingart, leader and instructor of the Hui O Hula Club, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, Collazo, Snowden, Stone, Gerber, Hopewell, Rapp, Slutsky, Dodero (left at 1:06 p.m.), Levine, Damoci, Melody, Friedman, and Massetti were present.

Directors Pratt, Thompson, Heinrichs (arrived 10:12 a.m.) and Isom participated virtually, by Zoom.com. The Executive Director and the Director of Finance were also present.

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

ANNOUNCEMENTS

The President reminded the audience that draft and approved GRF Board minutes are not available from the receptionist in the Administration building.

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.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

The update on the Health Care Center will be reported on a quarterly basis; the next update will be July 27, 2021, GRF Board of Directors 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

Three members offered comments at the meeting, and five members offered written comments, submitted prior to the meeting.

CONSENT AGENDA

The consent agenda included Committee/Board meeting minutes for the month of April 2021: Committee/Board meeting minutes for the month of April 2021: the minutes of the April 5, 2021 Recreation Committee Board meeting, the minutes of the April 7, 2021 Physical Property Committee Board meeting, the minutes of the April 8, 2021 Communications/IT Committee Board meeting, the minutes of the April 9, 2021 Executive Committee Board meeting, the minutes of the April 14, 2021 Security, Bus & Traffic Committee Board meeting, the minutes of the April 19, 2021 Finance Committee Board meeting, the minutes of the GRF Board of Directors meeting, dated April 27, 2021, GRF Board Report, dated May 5 2021, acceptance of the Financial Statements, April 2021, for Audit, the approval of Reserve funds investment purchase and the approval of Capital funds investment purchase.

The Consent Agenda was adopted, as presented.

REPORTS

The reports of the Chairs of the Chair of the Strategic Planning Ad hoc Committee, and the Website Redesign Ad hoc Committee were presented. The final report of the COVID-19 Ad hoc Committee will be presented, and, upon acceptance, the Committee will be dissolved at the Special GRF Board of Directors June 1, 2021, meeting.

NEW BUSINESS

General

Capital Funding Request - Aquatic Center Additional Landscape Elements

GRF Landscape Architectural Firm of Record (Mission Landscape) has recommended additional major landscape elements which were not included within the original scope of work for the Aquatic Center. These elements have been suggested to add ambiance, depth, dimension, and scale (see plan below).

The purchase and installation of six (6) Washingtonian Hybrid Palms (approved GRF landscape components), in the amount of \$8,052 is requested, Capital Funding.

Due to the size of the palms, action is needed at this time, as the installation of the palms at this early stage allows the use of large equipment which may not be accessible once the new pool and spa are excavated.

At the May 17, 2021, meeting of the Finance Committee, the Committee has determined Capital Funds, in the amount of \$8,052, are available and have placed a temporary hold on these funds, pending Board action.

Ms. Heinrichs MOVED, seconded by Mr. Dodero -

TO approve the purchase and installation of six (6) Washingtonian Hybrid Palms, in the amount of \$8,052, Capital Funding, and authorize the Executive Director to initiate the purchase and installation per plans provided by Mission Landscape for the Aquatic Center project.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

Architectural Design and Review Committee

Reserve Funding Request - Perimeter Wall Landscaping-Medical Center/Clubhouse Six

J&J Landscaping, our current contractor of record, has informed us that the health and wellbeing of the current plants around the Perimeter wall of the parking lot is deteriorating and recommend replacement (see attached proposal and suggested plants, minus the Flax.)

At its last ADRC meeting on March 25, 2021, the Committee recommended the GRF Board 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, and remove the New Zealand Flax from the suggested planting list.

Mr. Dodero MOVED, seconded by Ms. Rapp -

TO award a contract to J&J Landscaping to replace the New Zealand Flax plants around the Perimeter Wall of the Medical Center and Clubhouse Six Parking Lots, for a cost not to exceed \$9,575 Budgeted Reserve funding, remove the New Zealand Flax from the suggested planting list, and and authorize the President sign the contract.

Five Directors and the Executive Director spoke on the motion.

The motion was carried with two no votes (Pratt, Slutsky).

Communications/IT Committee

Amend 20-5581-1, Advertising

At the May 13, 2021, meeting of the Communications/IT Committee, the Committee moved to recommend the GRF Board of Directors amend 20-5581-1, Advertising Policy.

Ms. Hopewell MOVED, seconded by Ms. Levine -

TO amend 20-5581-1, Advertising Policy, expanding advertising to more than two languages, updating the approver title, and eliminating the Religion section, as presented.

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

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

At the May 13, 2021, meeting of the Communications/IT Committee, the Committee moved to recommend the GRF Board of Directors amend 20-5125-3, Communications/IT Committee Charter.

Ms. Snowden MOVED, seconded by Mrs. Damoci -

TO amend 20-5125-3, Communications/IT Committee Charter, updating the purpose of the committee, as amended.

Two Directors spoke on the motion.

The motion was carried unanimously.

COVID-19 Ad hoc Committee

Request to Recreation Department regarding COVID-19 Guidelines

At its regularly scheduled meeting on May 6, 2021, the Covid Ad Hoc Committee moved to recommend to the GRF Board to reopen the remaining trust property facilities commensurate with the State and County recommendations. Governor Newsom has indicated his intention to lift restrictions and terminate the tier system on June 15, 2021, or thereabouts.

The Committee proposes allowing operations to resume under State and County guidelines, with oversight by the Recreation Department, pursuant to the Governor's order, once effectuated.

Ms. Gerber MOVED, seconded by Mrs. Perrotti—

TO approve the reopening of all trust property facilities, under State and County guidelines, with oversight by the Recreation Department, once the Covid-associated restrictions have been lifted.

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

The motion was carried unanimously.

Executive Committee

Amend 30-5024-1, Committee Structure

At the May 14, 2021, meeting of the Executive Committee, the Committee moved to recommend the GRF Board of Directors amend 30-5024-1, Committee Structure.

Mr. Friedman MOVED, seconded by Mr. Melody -

TO amend 30-5024-1, Committee Structure, establishing the conditions that Member/Owners (M/O) may be appointed to sub-committees and ad hoc committees, clarifying the creation of sub-committees, and directing ad hoc committees to present a final report to the GRF Board, when the ad hoc committee is dissolved, as amended.

Four Directors spoke on the motion.

The motion was carried unanimously.

Rescind 30-1220-1, Sub-Committee Member/Owner (M/O) Specialist

At the May 14, 2021, meeting of the Executive Committee, the Committee moved to recommend the GRF Board of Directors rescind 30-1220-1, Sub-committee Member/Owner (M/O) Specialist.

Mr. Pratt MOVED, seconded by Mr. Melody, and carried unanimously -

TO rescind 30-1220-1, Sub-committee Member/Owner (M/O)

Specialist, which has been incorporated into 30-5024-1, Committee

Structure, as presented.

Finance Committee

Amend 40-5115-3, Finance Committee Charter

At the May 17, 2021, meeting of the Finance Committee, the Committee moved to recommend the GRF Board of Directors amend 40-5115-3, Finance Charter.

Mr. Friedman MOVED, seconded by Mrs. Damoci -

TO amend 40-5115-3, Finance Committee Charter, updating the Committee's purpose, establishing the Committee's duty to work cooperatively with other Standing Committees when projects and responsibilities overlap, clarifying the income producing leases to be reviewed, and updating document language, as amended.

Nine Directors spoke on the motion.

The motion was carried unanimously.

Operating Funds Request - Prepaid Dynamic Support Hours

At its meeting held on April 27, 2021, the GRF Board approved the purchase of an additional 100 hours of prepaid Microsoft support from Boyer & Associates. The hourly rate for these prepaid hours is \$195 and the total cost of 100 hours is \$19,500.

The motion passed at the April meeting contained an incorrect total cost of \$9,750, thus understating the total amount needed to purchase the 100 prepaid support hours.

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

TO correct and restate the intended motion passed at the April 27, 2021, Board meeting: to approve the purchase of a prepaid block of 100 support hours from Boyer & Associates, in the amount of \$19,500, from Operating funds.

Mutual Administration Committee

Amend 50-5165-3, Mutual Administration & Service Maintenance Charter

At the May 10, 2021, meeting of the Mutual Administration & Service Maintenance Committee, the Committee moved to recommend the GRF Board of Directors amend 50-5165-3, Mutual Administration & Service Maintenance Committee Charter.

Ms. Snowden MOVED, seconded by Ms. Levine -

TO amend 50-5165-3, Mutual Administration & Service Maintenance Charter, clarifying the scope of the Committee and establishing the duty Committee's duty to work cooperatively with other Standing Committees when projects and responsibilities overlap, as amended.

Two Directors spoke on the motion.

The motion was carried unanimously.

Physical Property Committee

Emergency Action: Replacement of HVAC Unit A, Clubhouse Two

Emergency, Reserve Funding - Replacement of Heat Pump #2 Pool Room in Clubhouse Two.

Emergency Defined. An emergency is defined as "circumstances that could not have been reasonably foreseen by the board, that require immediate attention and possible action by the board, and that, of necessity, make it impracticable to provide notice." (Civ. Code §4930fd)(1).)

Heat Pump #2 in Clubhouse Two has failed and is beyond its useful life. The Physical Property Department obtained a quote from the contractor of record, Greenwood Heating and Air, for the replacement of this Reserve Component. The cost is as follows:

Greenwood Heating and Air	\$8,000
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The Executive Director took emergency action to replace the unit.

Mr. Collazo MOVED, seconded by Ms. Gerber –

TO ratify the emergency action and relative Reserve expenditures,
in the amount of \$8,000, for the replacement of Heat Pump #2, Pool
Room, in Clubhouse Two, for a cost not to exceed \$8,000.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

Capital Funding Request – Shade Structure at the Golf Course

The Recreation Committee was requested to obtain costs to add shade at the Golf Course. Correspondence was shared at its last meeting to look at a shade structure, 12'x16', from Costco, for a cost of \$1,800 (installation and concrete not included). The Physical Property Department requested a quote from MJ Jurado for an equivalent structure, industrial grade, for a cost of \$7,480, including a concrete slab for that size.

Note: Due to the change in size since the PPC meeting, the cost has been reduced to \$6,500.

At its May 17, 2021, meeting, the Finance Committee reviewed the Capital funding request and concurred funding was available.

Mrs. Damoci MOVED, seconded by Mr. Massetti –

TO award a contract to MJ Jurado, to install an industrial grade shade
structure (ADRC approved type), with concrete slab, at the golf
course, for a cost not to exceed \$6,500, Capital funding, and
authorize the President sign the contract.

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

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

Capital Funding Request – Replace Approach from Parking Lot to Swimming Pool

One of the items from the Swimming Pool Plan check is to make the approach from the parking lot to the Swimming Pool ADA compliant; this item is not budgeted in the current approved funding of the Swimming Pool Project. The Physical Property Department requested a proposal from MJ Jurado to bring this area into compliance; the initial cost for this task was \$38,580 and staff recommended a \$6,000 contingency.

At its regularly scheduled meeting on May 5, 2021, the Physical Property Committee (PPC) duly moved and approved to recommend the GRF Board of Directors make modifications to

the approach from the parking lot to the Swimming Pool ADA compliance, for a cost not to exceed \$44,580, Capital Funding.

Note: due to further discovery of ADA requirements, additional cost was added to the preliminary recommendations reviewed by PPC; the updated total cost to complete this task is \$69,252 and a \$5,000 contingency is recommended. The additional items to meet ADA standards, not taken into consideration prior to elevation reading, are slope/condition of ADA parking, required cross gutter, addition of two catch basins, and gutter modifications.

At its May 17, 2021, meeting the Finance Committee reviewed this Capital funding request and concurred funding was available.

The path of travel is outlined in blue on the illustration included in the agenda packet.

Mr. Melody MOVED, seconded by Ms. Rapp -

TO award a contract to MJ Jurado, in the amount of \$69,252 (updated cost), to make the approach from the parking lot to the Swimming Pool ADA compliant, as being recommended to the GRF Board by the Physical Property Committee, per the Committee's action request of May 5, 2021, add a \$5,000 contingency for a total project cost not to exceed \$74,252, and authorize the President sign the contract.

Six Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

The President called for a 15-minute break at 12:06 p.m.

Recreation Committee

Capital Funding Request – Outdoor Storage Unit, Clubhouse Three

At its regularly scheduled May 3, 2021, meeting, the Recreation Committee moved to recommend the GRF Board of Directors approve installation of a vinyl fence along the east wall of Clubhouse Three, to enclose storage of equipment currently stored in the lobby, based on an estimate not to exceed \$8,000 (Exhibit A quote for \$3,500 plus a \$500 contingency, in the agenda packet).

Mr. Friedman MOVED, seconded by Mr. Dodero -

TO approve funding of the installation of a vinyl fence along the east wall of Clubhouse Three, to enclose storage, not to exceed \$8,000,

Capital funding, and to authorize the President to sign any applicable contracts.

Seven Directors and the Executive Director spoke on the motion.

The motion and the second were rescinded and the Board concurred to refer the Outdoor Storage Unit, Clubhouse Three agenda item to the Recreation Committee for review.

Approve Mini Farm Redesign Concept

In 1988, a group of Shareholders were granted permission by the GRF to establish community gardens located at Trust property commonly referred to as the 1.8 acres. During the next 32 years, the community gardens became to be known as the Mini Farms and were managed by the Mini Farm Club.

On January 1, 2021, GRF assumed the operational responsibility of Trust property commonly referred to as the Mini Farms. This action was deemed necessary, as during the past 30 plus years, the location has been under no clearly defined use restrictions and/or plot modification requirements compliant to the operations on commercial property. The variations in practices, age and condition have resulted in required improvements for the use of Trust property and to reduce risk associated with the use of Trust property in the location.

Actions were begun to ready plots for leasing: this resulted in a cascade of needs, as it quickly became apparent that greater actions were required. Subsequently, the Executive Director has received notice by a concerned Shareholder of the presence of conditions which may be of a safety concern.

The Mini Farm Sub Committee performed detailed inspection after the initial plots were being readied.

Based upon the site inspection and the need to maintain the area in accordance with generally accepted best practices, the following actions were instituted:

1. A moratorium went into effect on the leasing of all Mini Farm Plots.
2. Due notice was sent to all members who recently leased a plot or were on the waiting list that due to existing site conditions and the necessity to render the area in a condition to generally accepted best practices, no plots will be leased at this time. The standing order of the wait list will be maintained.
3. Draft general specifications for site improvements for the Mini Farms and forward the specifications to applicable GRF Committees for review with work to include.
include, but not be limited to:
 - a. Licensed professional survey of the location.
 - i. Ensure area has proper grade for drainage.
 - ii. Regrading plan to eliminate the need for a retaining wall at the sidewalk junction.
 - b. Development of a new plot plan.
 - i. Configuration of walkways to accepted standards.
 - ii. Consideration into a layout where additional plots could be added.
 - iii. Compliance to all applicable codes.

- iv. Compliance to accessibility and ADA compliance.
- c. **Completely** clear all non-currently leased plots.
 - i. Including debris which may be buried beneath the soils (example: large quantities of glass have been uncovered).
- d. Remove soils, as needed, and regrade.
- e. Add/replace water/irrigation as needed.
- f. Determine walkway materials.
- g. Determine fencing.

At its regularly scheduled meeting on May 3, 2021, the Recreation Committee reviewed the Mini Farm Sub-Committee report and renovation and enhancement concepts. Upon review, the Recreation Committee duly moved and approved to forward the concept to the Board. (General concept photos attached.)

Mr. Friedman MOVED, seconded Ms. Gerber -

TO conceptually approve a renovation of Trust property, commonly identified as the Mini Farms, and authorize due committee process to seek professional consultants for drafting and finalization of design and the development of specifications and construction plans, which, due to the age of the location must meet all current building codes as well as accessibility (ADA) standards.

Fourteen Directors spoke on the motion.

The motion was carried with one recusal (Perrotti).

Mr. Friedman MOVED, seconded by Ms. Snowden-

TO approve a moratorium on all leasing of plots in effect until such time as final determination is made by the Board on the renovation of the 1.8 Acres; all members on the waiting list will retain their position on the waiting list, and the Recreation Committee shall take due action to reasonably facilitate the cancellation of all existing leases, with all existing lessees, retaining a priority for a plot lease once the area is re-opened.

Five Directors spoke on the motion.

The motion was carried with two recusals (Perrotti, Isom).

Amend 40-1488-6, Mini Farm (1.8 Acre) Lease

At the May 3, 2021, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 40-1488-6, Mini Farm (1.8 Acre) Lease.

Ms. Gerber MOVED, seconded Ms. Rapp -

TO amend 40-1488-6, Mini Farm (1.8 Acre) Lease, changing the prefix from Finance to Recreation, as presented.

Eight Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 70-1406-1, Limitations on Use of Trust

At the May 3, 2021, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1406-1, Limitations on Use.

Ms. Hopewell MOVED, seconded Mrs. Perrotti -

TO amend amend 70-1406-1, Limitations on Use, updating legal resident to authorized resident and updating document language, as presented.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Amend 70-1429.02-1, Golf Course Rules

At the May 3, 2021, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1429.02-1, Golf Course Rules.

Ms. Rapp MOVED, seconded Mr. Slutsky -

TO amend 70-1429.02-1, Golf Course Rules, updating legal resident to authorized resident, as presented.

Three Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

TENTATIVE VOTE: Amend 70-1468-1, Swimming Pool Rules

At the May 3, 2021, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1468-1, Swimming Pool Rules.

Mrs. Perrotti MOVED, seconded Mr. Melody -

TO amend 70-1468-1, Swimming Rules, prohibiting photograph in the pool area, updating document language, updating the hot pool information, updating the number of swimming lanes to five (5), and updating lap swim rules, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on July 27, 2021.

Two Directors and the Executive Director spoke on the motion.

The motion was carried with one recusal (Melody).

TENTATIVE VOTE: Amend 70-1487-1, Recreations Vehicle Lot (RVL) Rules and Regulations.

At the May 3, 2021, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1487-1, Recreations Vehicle Lot (RVL) Rules and Regulations.

Ms. Rapp MOVED, seconded Mr. Massetti -

TO 70-1487-1, Recreations Vehicle Lot (RVL) Rules and Regulations updating legal residents to authorized residents, establishing that the annual lease fee shall be determined at the time of the renewal, updating policy language, as amended, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on July 27, 2021.

The motion was carried with one recusal (Melody).

TENTATIVE VOTE: Amend 70-1487-2, Recreations Vehicle Lot (RVL) Schedule of Fees

At the March 23 meeting of the GRF Board of Directors, the Board voted to tentatively amend 70-1487-2, Recreational Vehicle Lot (RVL) – Schedule of Fees and Monetary Fines, 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.

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 by Ms. Snowden-

TO approve the 20% increase in the annual lease fee for spaces at the 5.5 Acre RV Lot, as presented.

Four Directors and the Recreation Manager spoke on the motion.

The motion was carried with one recusal (Melody).

TENTATIVE VOTE: Amend 70-1428-3, Clubhouse Artwork Displays

At the May 3, 2021, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1428-3, Clubhouse Artwork Displays.

Ms. Gerber MOVED, seconded by Ms. Rapp-

TO amend 70-1428-3, Clubhouse Artwork Displays, updating document language, and establishing the terms for displaying

artwork, including display location, length of display period, artwork content, sales, and publicity, as presented., pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on July 27, 2021.

One Director spoke on the motion.

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

TENTATIVE VOTE: Amend 70-1411-1 Facility Reservation

At the May 3, 2021, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1411-1, Facilities Reservations.

Ms. Rapp MOVED, seconded by Ms. Stone-

TO amend 70-1411-1, Facilities Reservations, updating document language, reducing the number of weekly reservations from three to one, with additional reservations at the discretion of the Recreation Director, and prohibiting recurring holiday reservations, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on July 27, 2021.

Nine Directors and the Executive Director spoke on the motion.

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

BOARD MEMBER COMMENTS

Four Directors offered comments.

ADJOURNMENT

The meeting was adjourned was at 2:18 P.M.

Marsha Gerber, Corporate Secretary
Golden Rain Foundation
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SPECIAL BOARD OF DIRECTORS MEMBERS MEETING - GOLDEN RAIN FOUNDATION

June 1, 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, June 1, 2021, in Clubhouse Four and via Zoom.

ROLL CALL

Following the roll call, Corporate Secretary Gerber reported that Directors Perrotti, Collazo Snowden, Gerber, Hopewell, Rapp, Slutsky, Doder, Levine (arrived 10:05 a.m.), Heinrichs, Damoci, Melody, Friedman, Isom, and Massetti were present.

Directors Pratt, Stone and Thompson participated via Zoom.

Eighteen Board members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Corporate Secretary Gerber.

ANNOUNCEMENTS

The Annual Meeting is scheduled for Tuesday, June 8, at 2 p.m. the Organization meeting will be held immediately after, also in Clubhouse Four and via Zoom.

The winners of today's election will be installed at the conclusion of the Annual Meeting. The Executive Coordinator will contact any non-incumbent winners of today's election.

All Foundation members were welcomed to observe the counting process via live stream. Once the counting process is underway, the Board will be recessed for the Annual meeting.

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/member offered comments. No shareholder submitted a written comment prior to the meeting.

REPORTS

The reports of the Chairs of 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 Mrs. Perrotti -

TO accept the COVID-19 Ad hoc Committee's final report and formally recognize the dissolution of the Committee.

Five Directors spoke on the motion.

The motion was carried unanimously.

ELECTION FOR GRF DIRECTORS REPRESENTING ODD-NUMBERED MUTUALS

The President stated that the purpose of the meeting was to observe the counting process, via live stream, for the election of the GRF Directors representing the odd-numbered Mutuals.

As a quorum of the Board was present, the counting process began at 10:11 a.m.

The Board meeting was recessed at 10:12 a.m.

At 10:41 a.m., after the ballot counting was conducted, the meeting resumed.

Ms. Cheryl Wilson of Accurate Voting Services (AVS), Inc., thanked the Board for engaging AVS to conduct today's election, and advised how the election process was conducted today.

Ms. Wilson reported the election results as follows:

Mutual Three: **Sandy Geffner, 177**; Linda Stone, 55; Quorum only: **2**.

The following GRF Directors were returned to their seats on the Board, unopposed:

Mutual Five: **William Thompson**
Mutual Nine: **Tony Dodero**
Mutual Fifteen: **Philip Friedman**
Mutual Seventeen: **Dominic Massetti**

The following GRF Directors were elected, by acclamation:

Mutual Seven: **Lucy Ableser**
Mutual Eleven: **Philip Mandeville**

The President thanked the members of Accurate Voting Service for their work. The newly elected Directors will be installed at the conclusion of the GRF Annual Meeting on Tuesday, June 8, 2021.

The meeting was adjourned at 10:43 a.m.

Susan Hopewell, President
GRF Board of Directors
06.01.21

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ORGANIZATIONAL MEETING OF BOARD OF DIRECTORS GOLDEN RAIN FOUNDATION

June 8, 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 Board of Directors of Golden Rain Foundation was called to order by Executive Director Ankeny, at 3:17 p.m., on Tuesday, June 8, 2021, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Executive Director.

ROLL CALL

Following the roll call, Recording Secretary Bennett reported that Directors Perrotti, Collazo, Pratt, Snowden, Geffner, Thompson, Hopewell, Ableser, Slutsky, Dodero, Levine, Damoci, Melody, Friedman, Isom and Massetti were present. Mr. Mandeville participated via telephone.

Eighteen members were present, constituting a quorum of the voting majority.

BEGIN PROCESS OF ORGANIZATION

The Executive Director called for nominations for the office of President. Ms. Snowden nominated Ms. Hopewell. There being no further nominations, Ms. Hopewell was declared, by acclamation, President of the Board, for the 2021/2022 term.

President thanked the Board members for their support and opened nominations for the office of Vice President. Mrs. Perrotti nominated Mr. Friedman. Mrs. Damoci nominated Ms. Gerber. Ms. Gerber was elected Vice President for the 2021/2022 term.

Nominations were opened for the office of Corporate Secretary. Ms. Gerber nominated Ms. Snowden. There being no further nominations, Ms. Hopewell was declared, by acclamation, President of the Board, for the 2021/2022 term.

GRF Board of Directors Special Meeting Minutes, 06.08.21

Nominations were opened for the office of Treasurer. Mr. Friedman nominated Mr. Massetti. Mr. Dodero nominated Ms. Isom. Ms. Levine nominated Mr. Geffner. Ms. Isom was elected Treasurer of the Board for the 2021/2022 term.

ANNOUNCEMENTS

The President announced that there will be a Special GRF Board meeting on Friday, June 11, at 1 p.m., to ratify the Committee, Ad hoc Committee and HCC Advisory Board Committee assignments in Clubhouse Four and via Zoom.com.

The Board members were advised that the committee assignments will be distributed as soon as possible.

The meeting was adjourned at 3:28 p.m.

Paula Snowden, Corporate Secretary
Board of Directors
/dfb
06.08.21



SPECIAL BOARD OF DIRECTORS MEETING MINUTES GOLDEN RAIN FOUNDATION June 11, 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 1:00 p.m., on Friday, June 11, 2021, in Clubhouse Four and live streamed.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Corporate Secretary Snowden.

ROLL CALL

Following the roll call, Corporate Secretary Snowden reported that Directors Perrotti, Collazo, Pratt, Snowden, Geffner, Gerber, Thompson, Hopewell, Ableser, Doderer, Levine, Damoci, Melody, Isom were present.

Directors Slutsky, Friedman and Massetti participated by Zoom.

Director Mandeville was absent.

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

ANNOUNCEMENTS

The Board met on June 8, 2021, for a Special Meeting for the purpose of elections, for the Annual Meeting, and for a special meeting for the purpose of organization. Your new officers are:

Susan Hopewell, President; Marsha Gerber, Vice President; Paula Snowden, Corporate Secretary; and Janet Isom, Treasurer.

Several Committee meeting dates may move around the calendar schedule. Please keep an eye on the *Leisure World Weekly* for the meeting schedule.

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.

**RATIFICATION OF COMMITTEE ASSIGNMENTS, AD HOC COMMITTEE ASSIGNMENTS
AND HEALTH CARE CENTER ADVISORY BOARD ASSIGNMENTS**

In accordance with Article 7, Section 1, Article 8 of the Bylaws Committee Functions of the Golden Rain Foundation of Seal Beach, the President shall appoint all committees and their members subject to the approval of the GRF Board.

Ms. Hopewell moved, seconded by Mrs. Damoci and carried unanimously by the Board members present-

TO approve, in accordance with the Bylaws of the Golden Rain Foundation of Seal Beach, the following standing and Ad Hoc Committee appointments, per the distributed handout.

BOARD MEMBER COMMENTS

One director provided comments.

ADJOURNMENT

The meeting was adjourned at 1:22 p.m.

Paula Snowden, Corporate Secretary
GRF Board of Directors
tm: 06.11 .21



SPECIAL BOARD OF DIRECTORS MEMBERS MEETING - GOLDEN RAIN FOUNDATION

June 29, 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 9 a.m. on Tuesday, June 29, 2021, in Clubhouse Four and via Zoom.

ROLL CALL

Following the roll call, Executive Coordinator Tia Makakaufaki reported that Directors Perrotti, Snowden, Gerber, Thompson, Hopewell, Ableser, Slutsky, Doderer, Levine, Mandeville, Damoci, Melody, Friedman, Isom and Massetti were present.

Directors Collazo and Geffner participated via Zoom.

Director Pratt was absent.

17 Board members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by President Susan Hopewell.

ANNOUNCEMENTS

The winners of today's election will be installed at the conclusion of this meeting. The Executive Coordinator will be contacting the non-incumbent winners of today's election to provide information to the new Board members.

In a few minutes, Accurate Voting Services' team of inspectors will begin the counting process. All Foundation members are welcome to observe the counting process via Live Streaming. Once the counting process is underway, we will take care of New Business. The estimated time for the counting process, approximately 30-45 minutes.

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

Zero shareholder/member offered comments. Zero shareholder submitted a written comment prior to the meeting.

ELECTION FOR GRF DIRECTORS REPRESENTING ODD-NUMBERED MUTUALS

The President stated that the purpose of the meeting was to observe the counting process, via live stream, for the election of the GRF Directors representing Mutual 1.

As a quorum of the Board was present, the counting process began at 9:04 a.m.

New Business was addressed to the board members.

NEW BUSINESS

Approve “On Your Own” Booklet for Distribution

Mr. Phil Mandeville MOVED, seconded by Mr. Phil Friedman carried unanimously by the Board members present-

TO approve posting of the “On Your Own” booklet on the Leisure World website, inclusion in the LW Community Guide and provide printed copies for distribution, as amended.

Mrs. Carole Damoci MOVED, seconded by Mrs. Lucy Ableser carried unanimously by the Board members present -

TO add a disclaimer indicating that “On Your Own Booklet” is not GRF document.

The Board meeting recessed at 9:19 a.m.

At 10:00 a.m., after the ballot counting was conducted, the meeting resumed.

Ms. Cheryl Wilson of Accurate Voting Services (AVS), Inc., thanked the Board for engaging AVS to conduct today's election, and advised how the election process was conducted today.

Ms. Wilson reported the election results as follows:

There were present by ballot or in person at said meeting 413 units representing 48% of the membership in GRF – Mutual One.

Mutual One:

Seon H. Cho 169 with votes.

Ruben Collazo with 115 votes.

Donna Gambol with 210 votes.

Leah Perrotti with 207 votes.

Richard Stone with 94 votes.

Quorum only: 8

Abstain: 0

The President thanked the members of Accurate Voting Service for their work and congratulated the winners, Leah Perrotti and Donna Gambol.

The President officially installed the new GRF Director, Donna Gambol.

The meeting was adjourned at 10:02 a.m.

Paula Snowden, Corporate Secretary
GRF Board of Directors
06.29.21

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



JULY 27, 2021

Approved Consent Agenda

MOVED and duly approved the Committee/Board meeting minutes for the month of April 2021: the minutes of the April 5, 2021 Recreation Committee Board meeting, the minutes of the April 7, 2021 Physical Property Committee Board meeting, the minutes of the April 8, 2021 Communications/IT Committee Board meeting, the minutes of the April 9, 2021 Executive Committee Board meeting, the minutes of the April 14, 2021 Security, Bus & Traffic Committee Board meeting, the minutes of the April 19, 2021 Finance Committee Board meeting, the minutes of the GRF Board of Directors meeting, dated April 27, 2021, GRF Board Report, dated May 5 2021, acceptance of the Financial Statements, April 2021, for Audit, the approval of Reserve funds investment purchase and the approval of Capital funds investment purchase.

General - Capital Funding Request - Aquatic Center Additional Landscape Elements

MOVED to approve the purchase and installation of six (6) Washingtonian Hybrid Palms, in the amount of \$8,052, Capital Funding, and authorize the Executive Director to initiate the purchase and installation per plans provided by Mission Landscape for the Aquatic Center project.

Architectural Design and Review Committee – Reserve Funding Request – Perimeter Wall Landscaping – Medical Center/Clubhouse Six

MOVED to award a contract to J&J Landscaping to replace the New Zealand Flax plants around the Perimeter Wall of the Medical Center and Clubhouse Six Parking Lots, for a cost not to exceed \$9,575 Budgeted Reserve funding, remove the New Zealand Flax from the suggested planting list, and authorize the President sign the contract.

Communications/IT Committee – Amend Governing Documents

MOVED to amend 20-5581-1, Advertising Policy, expanding advertising to more than two languages, updating the approver title, and eliminating the Religion section, as presented.

MOVED to amend 20-5125-3, Communications/IT Committee Charter, updating the purpose of the committee, as presented.

COVID-19 Ad hoc Committee – Request to Recreation Department regarding COVID-19 Guidelines

MOVED to approve the reopening of all trust property facilities, under State and County guidelines, with oversight by the Recreation Department, once the COVID-19-associated restrictions have been lifted.

Executive Committee – Amend and Rescind Governing Documents

MOVED to amend 30-5024-1, Committee Structure, establishing the conditions that Member/Owners (M/O) may be appointed to sub-committees and ad hoc committees, clarifying the creation of sub-committees, and directing ad hoc committees to present a final report to the GRF Board, when the ad hoc committee is dissolved, as presented.

MOVED to rescind 30-1220-1, Sub-committee Member/Owner (M/O) Specialist, which has been incorporated into 30-5024-1, Committee Structure, as presented.

Finance Committee – Amend 40-5115-3, Finance Committee Charter

MOVED to amend 40-5115-3, Finance Committee Charter updating the Committee's purpose, establishing the Committee's duty to work cooperatively with other Standing Committees when

projects and responsibilities overlap, clarifying the income producing leases to be reviewed, and updating document language, as presented.

Finance Committee – Operating Funds Request – Prepaid Dynamic Support Hours

MOVED to correct and restate the intended motion passed at the April 27, 2021, Board meeting: to approve the purchase of a prepaid block of 100 support hours from Boyer & Associates, in the amount of \$19,500, from Operating funds.

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

MOVED to amend 50-5165-3 Mutual Administration & Service Maintenance Charter, clarifying the scope of the Committee, and establishing the duty Committee's duty to work cooperatively with other Standing Committees when projects and responsibilities overlap, as presented.

Physical Property Committee - Emergency Action: Replacement of HVAC Unit A, Clubhouse Two

MOVED to ratify the emergency action and relative Reserve expenditures, in the amount of \$8,000, for the replacement of Heat Pump #2, Pool Room, in Clubhouse Two, for a cost not to exceed \$8,000.

Physical Property Committee – Capital Funding Request – Shade Structure, Golf Course

MOVED to award a contract to MJ Jurado, to install an industrial grade shade structure (ADRC approved type), with concrete slab, at the golf course, for a cost not to exceed \$6,500, capital funding, and authorize the President sign the contract.

Physical Property Committee – Capital Funding Request – Replace Approach from Parking Lot to Swimming Pool

MOVED to award a contract to MJ Jurado, in the amount of \$69,252 (updated cost), to make the approach from the parking lot to the Swimming Pool ADA compliant, as being recommended to the GRF Board by the Physical Property Committee, per the Committee's action request of May 5, 2021, add a \$5,000 contingency for a total project cost not to exceed \$74,252, and authorize the President sign the contract.

Recreation Committee – Capital Funding Request – Outdoor Storage Unit, Clubhouse Three

CONCURRED to refer the Outdoor Storage Unit, Clubhouse Three, to the Recreation Committee for review.

Recreation Committee – Approve Mini Farm Redesign Concept

MOVED to approve a renovation of Trust property, commonly identified as the Mini Farms, and authorize due committee process to seek professional consultants for drafting and finalization of design and the development of specifications and construction plans, which, due to the age of the location must meet all current building codes as well as accessibility (ADA) standards.

MOVED to approve a moratorium on all leasing of plots in effect until such time as final determination is made by the Board on the renovation of the 1.8 Acres; all members on the waiting list will retain their position on the waiting list, and the Recreation Committee shall take due action to reasonably facilitate the cancellation of all existing leases, with all existing lessees, retaining a priority for a plot lease once the area is re-opened.

Recreation Committee – Amend 40-1488-6, Mini Farm (1.8 Acre) Lease

MOVED to amend 40-1488-6, Mini Farm (1.8 Acre) Lease, changing the prefix from Finance to Recreation, as presented.

Recreation Committee –Amend 70-1406-1, Limitations on Use of Trust Property

MOVED to amend 70-1406-1, Limitations on Use, updating legal resident to authorized resident and updating document language, as presented.

Recreation Committee – Amend 70-1429.02-1, Golf Course Rules

MOVED to amend 70-1429.02-1, Golf Course Rules, updating legal resident to authorized resident, as presented.

Recreation Committee – TENTATIVE VOTE: Amend 70-1468-1, Swimming Pool Rules

MOVED to amend 70-1468-1, Swimming Rules, prohibiting photograph in the pool area, updating document language, updating the hot pool information, updating the number of swimming lanes to five (5), and updating lap swim rules, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on July 27, 2021.

Recreation Committee – TENTATIVE VOTE: Amend 70-1487-1, Recreational Vehicle Lot (RVL) Rules and Regulations

MOVED to amend 70-1487-1, Recreations Vehicle Lot (RVL) Rules and Regulations updating legal residents to authorized residents, establishing that the annual lease fee shall be determined at the time of the renewal, updating policy language, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on July 27, 2021.

Recreation Committee – FINAL VOTE: Amend 70-1487-2, Recreational Vehicle Lot (RVL) Schedule of Fees

MOVED to approve the 20% increase in the annual lease fee for spaces at the 5.5 Acre RV Lot, as presented.

Recreation Committee – TENTATIVE VOTE: Amend 70-1428-3, Clubhouse Artwork Displays

MOVED to amend 70-1428-3, Clubhouse Artwork Displays, updating document language, and establishing the terms for displaying artwork, including display location, length of display period, artwork content, sales, and publicity, as presented.

Recreation Committee – TENTATIVE VOTE: Amend 70-1411-1 Facility Reservation

MOVED to amend 70-1411-1, Facilities Reservations, updating document language, reducing the number of weekly reservations from three to one, with additional reservations at the discretion of the Recreation Director, and prohibiting recurring holiday reservations, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on July 27, 2021.

July 1, 2021, Recreation Committee

- MOVED to approve the 2021-2022, library events.
- MOVED to recommend to the GRF Board, the proposals on the Mini farm, professional design services.
- APPOINTED Entertainment Sub-Committee Members: Perrotti, Snowden, Ex-Officio President Hopewell Staff: Recreation Director Terry De Leon and Recreation Manager Thomas Fileto.
- APPOINTED Mini Farm Sub-Committee Members: Friedman, Perrotti, Damoci, Geffner, Mandeville, Melody and Snowden.
- MOVED to approve the art display railing, at a cost of \$1,100.
- MOVED to approve to lift the moratorium on new clubs.
- MOVED the GRF Board of Directors amend 70-5135-3, Recreation Committee Charter, establishing the Committee's duty to work cooperatively with other Standing Committees when projects and responsibilities overlap, as presented.
- MOVED the GRF Board of Directors rescind 70-1406.01, Ladies Pool and Billiard Room, rescinded due to its discriminatory nature to any shareholder or authorized individual, other than a female as presented.

July 7, 2021, Physical Property Committee

- MOVED to approve the accept the plan as submitted and send out for bids.
- MOVED to approve the table the RFP traffic engineer, gate area and Northgate Road area agenda item, until the January meeting.
- MOVED and approve to ask staff to proceed with the grant application outside St. Andrews and forward request to the GRF Board, for conceptual approval.
- MOVEDE the GRF Board, award a contract to MJ Jurado for the repair, slurry, and restriping of the Administration Building, Building Five, Clubhouses One and Six Parking Lots, and adding \$14,015 contingencies, for a total cost not to exceed \$102,000, approved Reserve funding.

July 8, 2021, Communications/ITS Committee

- CONCURRED to direct more traffic to e-edition through the website and LW Weekly publication on user manual.
- CONCURRED to hold a work study on Clubhouse Four Dais within the next two weeks and provide Committee with an update at the next scheduled meeting.
- CONCURRED to have the Managing Editor present a brief overview of LW Weekly production process at the next scheduled Committee meeting.
- CONCURRED to hold a work study on SMS text alerts policy, including Chair Snowden, C. Levine, and L. Slutsky, within the next two weeks, and further discuss it at the next scheduled Committee meeting.
- CONCURRED to appoint Ms. Janet Isom as Vice Chair of COMM/IT Committee
- MOVED to accept t the implementation of AWS S3 Glacier backups for \$80/month to be charged to 6481000-934 (Computer Maintenance & Software) and forward it to the Board for final approval.

- CONCURRED to discuss the Management Service Provider agreement at the Executive meeting of the full Board.
- CONCURRED to discuss this item at the next scheduled Committee meeting under Old Business.
- CONCURRED to discuss this item at the next scheduled Committee meeting under Old Business.
- CONCURRED to discuss LW Live SMS Text Alerts Policy (draft) at the work study within the next two weeks, and have the full Committee review it at the next scheduled meeting, once approved.
- MOVED to recommend the Board the amend Policy 20-5585-3, Advertising Procedures.

July 9, 2021, Executive Committee

- MOVED and approve the use of Trust Property for emergency operations in an event of an emergency.
- MOVED to remove from active recruiting Leasing Specialist position, at this time.
- MOVED to place the Golden Rain Foundation Code of Conduct Poster in the newspaper and as a flyer.
- MOVED to add the Golden Rain Foundation Code of Conduct email disclaimer, as a standard addition to all GRF emails.
- MOVED to recommend the GRF Board to allow the use of Trust amenities by the Emergency Prep. Group.
- MOVED the Human Resources Director, bring back the Recreational Vehicle (RV) Lot and Mini Farm Job Description, based on the Committee's feedback, to the next scheduled meeting.
- MOVED to bring back the topic, Junteenth New Format to November meeting.
- MOVED TO THE 2022 Budget/Staffing agenda topic brought back to the next meeting.
- MOVED to send the Amended 50-1640-4 Active Membership Certificate.

July 12, 2021, Mutual Administration Committee

- CONCURRED to revise the Liability Insurance Booklet and bring back at the next meeting.
- CONCURRED to appoint Ms. Nick Massetti, GRF Representative for Mutual Seventeen, as the Committee Vice Chair for the Mutual Administration Committee.
- MOVE and recommend the Executive Committee to make an additional FTE and for staff to present the new position at the next meeting.
- CONCURRED to review the Departmental Reports and bring back suggestion at the August Meeting.
- MOVED and recommend the Mutual Administration Department to include the Guest Passes to cost back into the 2022 Budget for Cost Center 533 and bring back at the August meeting.
- CONCURRED to revise the "Paws for Thought" and bring back at the August meeting.
- CONCURRED to revise the Stock Transfer Buying and Selling Handout and bring back at the August meeting.
- CONCURRED to assign document numbers and upload the following documents to Power DMS: The Liability Insurance Booklet, "Paws for Thought", and the Stock Transfer Buying and Selling Handout. These items will come back at the August meeting.
- CONCURRED to mark policy 50-51653- Mutual Admin Committee Charter as "reviewed."

July 14, 2021, Security, Bus & Traffic Committee

- CONCURRED to request the Fleet Manager, draft an action request and forward to the GRF Board, seeking conceptual approval.
- CONCURRED to appoint Mr. Nick Massetti Vice Chair of the Security, Bus and Traffic Committee.
- CONCURRED to accept and changes or edits to the draft of 2022 Budget Assumptions, for Cost Centers 837 and 838.
- CONCURRED to address 80-5145-3, Security Committee Charter, at the next scheduled meeting.

July 19, 2021, Finance Committee

- MOVED to accept for audit and forward to the Board, the draft interim financial statements for period ending June 30, 2021, as presented by the Director of Finance.
- MOVED and recommend the Board, to instruct the investment advisor at US Bancorp to modify restrictions on the previously authorized purchase of a \$200,000 indexed CD by eliminating the time constraint and the requirement for interim payments.
- MOVED and recommend the Board, authorize the purchase of brokered CDs through US Bancorp totaling \$1,125,000, and through Morgan Stanley totaling \$775,000 of reserve funds, with terms ranging from twelve (12) to twenty-four (24) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors.
- MOVED inform the Board, the Finance Committee has determined Capital Funds in the amount of \$3,250, are available and have placed a temporary hold, pending Board action on the proposed removal of sod and installation of concrete and two handrails, at the east end of the Bocce Ball Court at Clubhouse Two, for a cost not to exceed 3,250, as being recommended to the Board by the Physical Property Committee, per the Committees action request of July 7, 2021.
- MOVED and recommend the Board, maintain a Capital account threshold to a minimum of \$500,000. After further discussion, the Committee moved to raise the amount to a minimum of \$1,000,000.
- MOVED and recommend the Board of Directors to amend 40-5061-2, Fees, as presented.

July 20, 2021, Website Redesign Ad hoc Committee

- CONCURRED on adding the following: diversity to the home page slides (video), easily found Resident forms, FAQs for new and existing residents and the events calendar.
- CONCURRED landing pages tab more graphically appealing and inquire about the potential costs for a resident portal.
- MOVED to approve the purchase of the Events Calendar plug-in for \$99/year and charge to 6481000-934 (Computer Maintenance & Software).
- CONCURRED to verify the final draft for the updated Wikipedia with the Leisure World Seal Beach Historical Society and further discuss it at the next scheduled Committee meeting.
- CONCURRED to discuss the updated description of some recreational amenities, as presented by Mr. W. Thompson. Further discuss it with the REC Manager and have the verbiage updated on the website.

Financial Recap – June 2021

As of the six-month period ended June 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$881,737.

Major variances are:

Wages, Taxes & Benefits	\$629,963	Favorable: Wages \$415K; P/R Taxes \$35K; Workers' Comp \$52K; 401(k) ER Match \$21K; Group Ins \$107K; average FTE < budget by 23 FTE
Agency Fees	(121,231)	Temporary help to fill key positions
Supplies	(38,625)	Unfavorable: COVID-19 vaccine clinic
Facilities Maintenance	50,369	Favorable: Maintenance scheduled for later in the year
Community Entertainment	34,620	Favorable: On hold due to pandemic
Publication Printing	60,542	Favorable: Decrease in printing rates
Certificate Prep Fees	49,950	Favorable: Unit sales exceeds budget
Rental Income	133,428	Favorable: Unit sales exceeds budget
Other Income	41,260	Favorable: 2020 income tax refunds \$23K; permit income \$18K
News Advertising Income	40,924	Favorable: Display, Front Footer & Classified ads

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$11,914,279	\$1,000,630	\$10,913,649	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$2,968,771	\$107,245	\$2,861,526	8

Total year-to-date approved unbudgeted operating expenses are \$113,241.



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 JUNE 2021 FINANCIAL STATEMENTS
DATE: JULY 27, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on July 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 June 2021 interim financial statements for audit.

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

Financial Recap – June 2021

As of the six-month period ended June 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$881,737.

Major variances are:

Wages, Taxes & Benefits	\$629,963	Favorable: Wages \$415K; P/R Taxes \$35K; Workers' Comp \$52K; 401(k) ER Match \$21K; Group Ins \$107K; average FTE < budget by 23 FTE
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Capital Funds				
Capital Improvements	\$2,968,771	\$107,245	\$2,861,526	8

Total year-to-date approved unbudgeted operating expenses are \$113,241.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	654,085	
1122000	Non-Restricted Funds	38,451	
	Receivables	882,143	
	Prepaid expenses	345,887	
1154100	Deferred Lease Revenue	6,934	
	Inventory of maintenance supplies	543,807	

	Total Current Assets		2,471,307
	Designated deposits		
1211000	Contingency Operating Fund	1,000,000	
	Reserve Fund	11,914,379	
1212500	Capital Improvement Fund-GRF	2,968,771	

	Total designated deposits		15,883,150
	Notes Receivable		
1411000	Notes Receivable	80,942	

	Total Notes Receivable		80,942
	Fixed Assets		
	Land, Building, Furniture & Equipment	39,463,514	
	Less: Accumulated Dep'n	(23,989,610)	

	Net Fixed Assets		15,473,904
	Other Assets		-----
	Total Assets		33,909,303
			=====

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	444,480	
	Project Committments	493,605	
	Prepaid Deposits	28,356	
	Accrued payroll & payroll taxes	727,926	
	Unearned Income	120,671	
2140000	Deferred Revenue-Other	23,999	
	Accrued expenses	135,616	

	Total Current Liabilites	1,974,653	
	Total Liabilities		1,974,653
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	1,000,000	
3212000	Reserve Equity	11,460,384	
3394000	Capital Fund Equity	2,932,521	
3310000	Beneficial Interest in Trust	16,155,286	

	Total Mutuals' Beneficial Interest		31,548,191
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	329,337	

	Total Excess Income		329,337
3920000	Dep'n & Amortization		(6,194,530)
	Net Stockholders' Equity		31,934,649

	Total Liabilities & Stockholders' Equity		33,909,303
			=====

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended June 30, 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		249,998			249,998
Funded: Amenities Fees collected (359)		733,091	733,091		1,466,182
Funded: M17 Lease Fees collected (22)		5,450	5,450		10,900
Funded: Interest on Funds		44,844	3,681		48,525
Expenditures		(357,581)	(321,111)		(678,693)
Legal Settlement			(550,000)		(550,000)
Replenish funds for Donated Assets					-
Net Monthly Claims					-
Donations		-	10,306		10,306
Transfers to/from Funds	-				-
Net Monthly Activity				(40,698)	(40,698)
Balance 06/30/2021	1,000,000	11,914,379	2,968,771	38,451	15,921,601
 Net Activity	 -	 675,802	 (118,584)	 (40,698)	 516,520

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of June 2021

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 5/31/2021	1,000,000	11,784,886	2,919,347	10,863	15,715,095
Funded: Assessments		41,667			41,667
Funded: Amenities Fees collected	(84)	173,334	173,334		346,668
Funded: M17 Lease Fees collected					-
Funded: Interest on Funds		8,241	341		8,582
Progress Payments on CIP					-
Expenditures		(93,749)	(124,250)		(218,000)
Net Monthly Activity				27,588	27,588
Balance 6/30/2021	1,000,000	11,914,379	2,968,771	38,451	15,921,601
Net Activity	-	129,493	49,425	27,588	206,506

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended June 30, 2021

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	692,536	418,227	274,309
Current Assets	18,354,457	17,877,579	476,878
Current Liabilities	1,974,653	1,928,008	46,645
Current Ratio	9.30	9.27	
Designated Deposits:	15,883,150	15,704,232	178,918
Reserve Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,516,589	1,461,219	55,370	3.79
Expense	1,402,590	1,412,387	9,797	0.69
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	113,999	48,832	65,167	
Year To Date	Actual	Budget	Variance	%
Income	8,633,293	8,405,220	228,073	2.71
Expense	7,769,555	8,423,220	653,665	7.76
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	863,738	(18,000)	881,738	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2021
136.40	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: JULY 27, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on July 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 US Bancorp totaling \$1,125,000, and through Morgan Stanley totaling \$775,000 of reserve funds, with terms ranging from twelve (12) to twenty-four (24) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors.

I move to approve the purchase of brokered CDs through US Bancorp totaling \$1,125,000, and through Morgan Stanley totaling \$775,000 of reserve funds, with terms ranging from twelve (12) to twenty-four (24) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors.

Reserve Funds Investment Ladder as of June 30, 2021

Term	Maturity Month	Investment Amount	Rate	Loc
0	Jul-21	530,000	1.38%	U/M
1	Aug-21	630,000	0.43%	U/M
2	Sep-21	245,000	1.00%	U
3	Oct-21	935,000	0.97%	U/M
4	Nov-21	617,902	0.21%	M
5	Dec-21	875,560	0.05%	M
6	Jan-22	510,000	0.05%	U
7	Feb-22	795,000	0.10%	U/M
8	Mar-22	1,155,000	0.05%	U/M
9	Apr-22	285,000	0.10%	U
10	May-22	1,250,000	0.05%	U
11	Jun-22	445,000	0.05%	U
12	Jul-22	245,000	0.10%	U
13	Aug-22	245,000	0.05%	U
14	Sep-22	-		
15	Oct-22	-		
16	Nov-22	-		
17	Dec-22	200,000	0.10%	U
18	Jan-23	-		
19	Feb-23	-		
20	Mar-23	-		
21	Apr-23	-		
22	May-23	-		
23	Jun-23	200,000	0.10%	U
24	Jul-23	-		
25	Aug-23	-		
26	Sep-23	-		
27	Oct-23	-		
28	Nov-23	-		
29	Dec-23	-		
30	Jan-24	-		
31	Feb-24	-		
32	Mar-24	-		
33	Apr-24	-		
34	May-24	-		
35	Jun-24	-		
36	Jun-25	50,000	0.60%	M
48	Jul-25	-		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SUSAN HOPEWELL, PRESIDENT
SUBJECT: ESTABLISHMENT OF AD HOC COMMITTEE
DATE: JULY 27, 2021
CC: FILE

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

Ad hoc Committees

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

General function and requirement of the Committee:

1. Review and better define the services, as needed.
2. Establish billing rate for non-standard services.
3. Review and resolve issues and questions received from the Mutuels regarding standard and non-standard services.
4. Review and resolve issues and questions received from the Mutuels regarding Board approved Management Contract.
5. Establish timeline for approval and signature of agreement from Mutuels.

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

1st Motion

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

2nd Motion

In accordance with Article VIII of the Bylaws, Ad hoc Committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30. I MOVE to approve the appointment of GRF Directors: Carole Damoci as Chair, Paula Snowden, Marsha Gerber, Paul Pratt and Phil Friedman. Mutual Presidents: Mike Levitt - Mutual 4, Jeri Dolch - Mutual 8, Rich Carson - Mutual 12, Lee Melody – Mutual 14, Jackie Dunagan – Mutual 15 and Resident Specialist: Kathy Rapp, to the Management Services and Contract Ad hoc Committee.



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS & IT COMMITTEE
SUBJECT: APPROVE CONTRACT AMAZON AWS S3 CLOUD BACKUPS
DATE: JULY 08, 2021
CC: FILE

The Golden Rain Foundation currently backs up all company data to a Synology NAS (network attached storage) located in the server room.

Although we have local backups, it is critical we implement cloud backups as well. The implementation of cloud-based data backups will help protect our data by having it secured in off-site data centers. Amazon AWS S3 (Amazon Web Services – Simple Storage Service) maintains 99.99% availability of its data by automatically replicating to multiple regions across the country.

We currently have 17 TB* of data that needs to be stored in the cloud. On average, our data storage increases approximately 250 GB* per month.

* 1 TB (terabyte) = 1000 GB (gigabyte)

Pricing for AWS S3 services:

Service	Retrieval Time	Retrieval Price	Storage Price
Glacier	1 minute to 12hrs	\$0.01 per GB	\$0.004 per GB
Glacier Deep Archive	Over 12hrs	\$0.02 per GB	\$0.00099 per GB

The cost to store our data in AWS S3 Glacier is ~\$80/month and grows at a rate of ~\$1/month.

I move to approve a contract with Amazon, for the implementation of AWS S3 Glacier backups for \$80/month to be charged to 6481000-934 (Computer Maintenance & Software).
Costs will increase over time as our data storage grows.

Region: US West (Oregon) ▾

	Storage pricing
S3 Standard - General purpose storage for any type of data, typically used for frequently accessed data	
First 50 TB / Month	\$0.023 per GB
Next 450 TB / Month	\$0.022 per GB
Over 500 TB / Month	\$0.021 per GB
S3 Intelligent - Tiering * - Automatic cost savings for data with unknown or changing access patterns	
Frequent Access Tier, First 50 TB / Month	\$0.023 per GB
Frequent Access Tier, Next 450 TB / Month	\$0.022 per GB
Frequent Access Tier, Over 500 TB / Month	\$0.021 per GB
Infrequent Access Tier, All Storage / Month	\$0.0125 per GB
Archive Access Tier, All Storage / Month	\$0.004 per GB
Deep Archive Access Tier, All Storage / Month	\$0.00099 per GB
Monitoring and Automation, All Storage / Month	\$0.0025 per 1,000 objects
S3 Standard - Infrequent Access * - For long lived but infrequently accessed data that needs millisecond access	
All Storage / Month	\$0.0125 per GB
S3 One Zone - Infrequent Access * - For re-createable infrequently accessed data that needs millisecond access	
All Storage / Month	\$0.01 per GB
S3 Glacier ** - For long-term backups and archives with retrieval option from 1 minute to 12 hours	
All Storage / Month	\$0.004 per GB
S3 Glacier Deep Archive ** - For long-term data archiving that is accessed once or twice in a year and can be restored within 12 hours	
All Storage / Month	\$0.00099 per GB



BOARD ACTION REQUEST

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

At the May 3, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 20-5585-3, Advertising Procedures.

I move to amend 20-5585-3, Advertising Procedures, amending the unpaid balance terms, as presented.

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

1.1. In addition to any other rights, the Publisher, or 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 outlined time period;
- 1.1.2.** Limit credit of the account if the Advertiser's account is delinquent;
- 1.1.3.** Refuse Ad 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 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 invoice.



Advertising - Procedures

- 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 ~~may will~~ be assessed at the end of each month after Net 30 term of the date of the invoice, at the discretion of the Department head. ~~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: 27 Apr 21

Keywords: Communication Advertising LW Weekly Commission
Newspaper Editor Account

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND 50-1640-4, ACTIVE MEMBERSHIP CERTIFICATE
DATE: JULY 19, 2021
CC: FILE

At the May 3, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 50-1640-4, Active Membership Certificate.

I move to amend 50-1640-4 Active Membership Certificate, updating the document language regarding owners who do not qualify for occupancy as presented.



INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

GOLDEN RAIN FOUNDATION

Active Membership Certificate

(THIS CORPORATION IS NOT ~~ONE~~-FOR PROFIT)

Certificate No.

1011451

No. of Certificates: 1

Is (are) the record owner (s) of one active membership certificate of GOLDEN RAIN FOUNDATION, which is a nonprofit mutual benefit corporation, which may not make distributions to its members except upon dissolution. Said owner is entitled to all benefits and privileges of active membership in said Corporation, subject to all the terms, provisions and restrictions as set forth in the Articles of Incorporation and By-laws of said Corporation and the Articles of Incorporation, By-Laws and Occupancy Agreement of Seal Beach.

~~Mutual No. _____ . Notwithstanding, an owner that does not qualify for occupancy in Except as otherwise provided in its By-laws, membership in this corporation is limited to occupants of Seal Beach Leisure World, City of Seal Beach, County of Orange, State of California, and the shall not be entitled to the use of and enjoyment of the recreational facilities and any services, recreational or otherwise, offered or provided by this Corporation. The transferability of this membership is subject to restrictions and that a copy of the restrictions are is on file with the Secretary of the Corporation and are open for inspection by a member on the same basis as the records of the Corporation.~~

In accordance with Article II, Section 4. of the Corporation's By-laws, the membership is subject to active membership fees as from time to time are determined and fixed by the Board of Directors.

Dated: _____



(Mar 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

STOCK TRANSFER

50-1640-4



Golden Rain Foundation Board Secretary

Golden Rain Foundation Board President

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

For Value Received _____ hereby sell, assign, and transfer unto

ONE ~~RESIDENT~~ MEMBERSHIP represented by the within Certificate and do hereby irrevocably constitute and appoint **THE GOLDEN RAIN FOUNDATION** to transfer the said Share ~~2~~ Membership²s on the books of the within-named Corporation with full power of substitution in the premises.

(Mar 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

STOCK TRANSFER

50-1640-4



Dated

Signature

Dated

Signature

(Mar 21)

GOLDEN RAIN FOUNDATION Seal Beach, California



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 FOR INVESTING IN INDEXED CDS
DATE: JULY 27, 2021
CC: FILE

At the regularly scheduled meeting of the GRF Board of Directors on March 23, 2021, the Board passed the motion, “to approve, in accordance with Policy 40-5520-1 – Reserves, setting aside no more than \$200,000 in reserve funds to be invested in indexed CDs.” The guidelines provided to the investment advisor included limiting the term to no more than five years, interim payments at least annually, the principal amount cannot exceed the FDIC insurance limits and no foreign investments.

Due to current market conditions, there are no indexed CDs being offered within these parameters. At the regularly scheduled meeting of the Finance Committee on July 19, 2021, the committee discussed modifying some of the parameters to increase the opportunity to purchase an indexed CD. The committee felt eliminating the time constraint on the term as well as the requirement for interim payments and setting a return rate of 3.5% or greater would provide a better chance of the investment advisor finding a suitable indexed CD to purchase on behalf of the Golden Rain Foundation.

I move that the GRF Board of Directors, in accordance with Policy 40-5520-1 – Reserves, approve the amended guidelines provided to the investment advisor that eliminates the time constraint on the term and the requirement for interim payments and sets a return rate of 3.5% or greater to increase the likelihood of purchasing an indexed CD.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 40-5061-2, FEES
DATE: JULY 19, 2021
CC: FILE

At the July 19, 2021 meeting of the Finance Committee, the Committee moved to recommend the GRF Board of Directors tentatively amend 40-5061-2, Fees.

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

Fees

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

1. FACILITIES AND AMENITIES (AMENITIES) FEE:

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

2. PAYMENT OF AMENITIES FEE:

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

Fees



installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the date of purchase until the principal amount, including the finance charge, is paid in full.

- 2.2.2. The annual finance charge on matured, unpaid amounts shall be one percent (1%) per month (APR of 12%) paid annually on the outstanding balance.
- 2.2.3. In the event that a unit changes ownership before the Amenities fee is paid in full, the balance due must be paid before transfer is complete.
- 2.2.4. All co-occupant non-owners and qualified permanent residents must pay the Amenities fee in advance without an option to finance.

3. MEMBERSHIP CERTIFICATE AND MUTUAL STOCK CERTIFICATE PROCESSING FEE:

- 3.1. GRF shall issue one membership certificate per unit.
- 3.1.3.2. ~~GRF shall issue and~~ one stock certificate per unit in Mutuals 1-12 and 14-16. They may contain one or more names.
- 3.2.3.3. A certificate processing fee of two hundred fifty dollars (\$250) will be charged in advance each time any of the certificates are changed or altered to cover the cost of preparing, recording and/or replacing either or both certificates.
- 3.3.3.4. The certificate processing fee will be waived when a Member elects to remove a deceased co-owner from the title and have new certificates issued. The fee will be waived only within one (1) year of the owner's death and will not be waived for other transfer requests such as the replacement of lost certificates, or the addition or removal of Member owners or non-resident co-owner(s).
- 3.4. ~~The Certificate processing fee shall be allocated to Cost Center 533 (Stock Transfer).~~

4. TRANSFER FEE – IN ESCROW:

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

5. NON – OWNER, CO-OCCUPANT PROCESSING FEE

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

6. MUTUAL CORPORATION FEES

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

(Feb 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

Fees

Mutual policies/rules. ~~(See the 7000 Policy Series).~~

7. STOCK TRANSFER LEGAL REVIEW OF TRUST FEES

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

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

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

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

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

8. LESSEE ANNUAL AMENITIES FEE ~~FOR ALL MUTUAL 17 ONLY LEASES DATED PRIOR TO JANUARY 1, 2021~~

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

8.2. The required annual Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. No monthly payments can be made.

8.3. If delinquent, the current (before January 1, 2021) Mutual 17 Lessee, shall pay damages to reimburse GRF for its expense and overhead in collecting the payment as follows:

Fees



- 8.3.1. A twenty-five dollar (\$25) late fee, and
- 8.3.2. Interest at one percent (1%) per month (APR of 12%) from the original date due until the date the full payment is received.
- 8.4. In addition to late fees, for each check from a Lessee that a bank returns for any reason, the Lessee must pay a twenty-five dollar (\$25) returned check fee, and all bank charges assessed against the association.
- 8.5. If a Lessee becomes more than ninety (90) days delinquent, the Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities, including driving privileges upon GRF Trust streets. GRF may also refer the Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the Lessee.
- 8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.
- 8.7. Lessee Amenities fees shall be allocated as stated in Section 1.7.
- 9. The fee for verifying Powers of Attorney and Court Orders will be seventy-five dollars (\$75) per document, per review, ~~and shall be allocated to Cost Center 533 (Stock Transfer).~~
- 10. The fee for additional Leisure World maps will be one dollar (\$1) per map (shareholders excluded).
- 11. All Fees are subject to annual review and are subject to change.

Document History

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

(Feb 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

FINANCE

40-5061-2



Fees

Amended: 23 May 17 (Effective 01 each year)

Amended: 19 Dec 17

Amended: 17 Dec 18

Amended: 23 Apr 19

Amended: 23 Jul 19

Amended: 22 Oct 19

GDC

26 Feb 20

Keywords: Finance

Fee

Stock Transfer

Amenities

Lessee



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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST CLUBHOUSE TWO - BOCCE BALL COURT
DATE: JULY 14, 2021
CC: FILE

It has been requested to remove the sod and install concrete at the east end of the Bocce Ball Court at Clubhouse Two.

Staff obtained a cost from MJ Jurado, contractor of record, to complete this task. The cost for this (see attached) is \$3,250.



The Physical Property Committee reviewed the request at their July 5, 2021, meeting and asked staff to add two handrails to the location; the Committee recommends the GRF Board award a contract to MJ Jurado for this task, after review by the Finance Committee.

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

I move to award a contract to MJ Jurado to remove the sod and install concrete at the east end of the Bocce Ball Court, at Clubhouse Two, and add two handrails, for a cost not to exceed \$3,250, Capital funding, and authorize the President sign the contract.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: RESERVE FUNDING REQUEST - REPAIR, SLURRY, AND RE STRIPING OF THE PARKING LOTS AT THE ADMINISTRATION BUILDING, BUILDING 5 AND CLUBHOUSE 1 AND 6
DATE: JULY 14, 2021
CC: FILE

Repair, slurry, and re-striping of the parking lots at the Administration Building, Building 5 and Clubhouses 1 and 6 are scheduled for 2021 in the Reserve Study (see exhibit A). Costs for this task as follows:

MJ Jurado	\$87,985
Black Rock Construction	\$105,187



Funding allocated in the 2021 Reserve Study.

The Physical Property Committee reviewed the scope of work and contractors at their July 5, 2021, meeting and the Committee recommends the GRF Board award a contract to MJ Jurado for this task.

I move to award a contract to MJ Jurado for the repair, slurry and re-striping of the Administration Building, Building 5, Clubhouse 1 and 6 Parking Lots, and adding \$14,015 contingencies, for a total cost not to exceed \$102,000, Reserve funding, and authorize the President sign the contract.

EXHIBIT A

Fiscal Year	2021	2022	2023	2024	2025
960 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 Barreto 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
Resale Office					
601 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 - Replac	\$0	\$0	\$2,652	\$0	\$0
Security Office					
518 Channel Fencing - Replace	\$0	\$0	\$0	\$0	\$0
601 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
960 Office Furnishings - Replace	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1115 Exterior Flatwork - Repaint	\$0	\$0	\$0	\$0	\$0
1308 Comp Shingle Roof - Replace	\$0	\$0	\$52,515	\$10,599	\$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 Resale 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	\$15,985	\$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	\$34,987	\$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 Camera 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	\$164,440	\$0	\$0

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: ELECTRIC VEHICLE CHARGING AT ST. ANDREWS GATE
DATE: JULY 14, 2021
CC: FILE

It has been requested by the Physical Property Committee to have staff apply for the SCE Charge Ready Program and obtain the conceptual approval of the GRF Board to locate four chargers at the exit parking of St Andrews Gate as illustrated below.



Estimated cost including rebates-\$12,500.

I move to conceptual approval of the Board to locate four chargers at the exit parking of St Andrews Gate



CHARGE READY PROGRAM

Electric vehicle charging solutions for multi-family, public sector, and commercial properties.

Our Charge Ready Program assists business and property owners with deploying the infrastructure and equipment necessary to support electric vehicle (EV) charging stations at their multi-family buildings, public sector, or business locations.

Specifically designed for light-duty passenger vehicles, the program helps by providing financial incentives, infrastructure, and technical support to facilitate the installation and maintenance of EV charging stations. With greater ease and affordability, property owners, businesses, and public entities can now meet the growing demand for clean energy charging options from their customers, employees, communities, and/or tenants.

Program Highlights

- Multiple program offerings for commercial and multi-family properties.
- Rebates to help offset the price for the purchase and installation of qualified EV charging stations.
- No- or low-cost infrastructure to support charging equipment.
- New multi-family construction program options and features.
- Technical assistance for siting the charging equipment, access to our experts, and other resources to help move each project forward.

Learn More

Contact your SCE Account Manager or email chargeready@sce.com.

For more information, visit sce.com/chargeready.

The program provides a great opportunity for commercial, public sector, and multi-family property owners to offer EV fueling for light-duty passenger vehicles at their sites, including, but not limited to:

- Multi-family existing and new properties
- Retail locations
- Business offices
- Industrial complexes
- Hospitality locations
- Sport and entertainment facilities
- Light-duty fleets
- Public institutions
- Government institutions
- Agriculture and water

Program Offerings

We offer multiple program options for qualified participants:



New Construction Rebate

Available to newly constructed multi-family properties



Charging Station Rebate

Available to multi-family, public sector, and commercial properties offering qualified EV charging stations



Charging Infrastructure and Rebate

Available to multi-family, commercial, and public sector properties



Turn-Key Installation (by SCE)

Available only to multi-family properties located in Disadvantaged Communities (DACs)





BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **TENATIVE VOTE:** RESCIND 70-1406.01-1, LADIES POOL AND BILLIARD ROOMS
DATE: JULY 19, 2021
CC: FILE

At the July 1, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors rescind 70-1406.01-1, Ladies Pool and Billiard Rooms.

I move to tentatively rescind 70-1406.01-1, Ladies Pool and Billiard Room, due to its discriminatory nature to any shareholder or authorized individual, other than a female, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on September 28, 2021.

RECREATION**Ladies Pool and Billiard Room**

The small pool room in Clubhouse One, containing two tables, is designated as the ladies' pool room. This room is for the use of the ladies and their invited guests.

Document History

Adopted:	15 Mar 88	Reviewed:	02 Feb 17	Reviewed:	03 Jul 18
Amended:	23 Jul 19				

Keywords: Ladies Pool Room Billiards Recreation



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: MINI FARMS, PROFESSIONAL DESIGN SERVICES
DATE: JULY 15, 2021
CC: FILE

At the July 1, 2021, meeting of the Recreation Committee, the Committee reviewed proposals for professional design services per the Board's directive of May 25, 2021.

Action A

TO conceptually approve a renovation of Trust property, commonly identified as the Mini Farms, and authorize due committee process to seek professional consultants for drafting and finalization of design and the development of specifications and construction plans, which, due to the age of the location must meet all current building codes as well as accessibility (ADA) standards.

Action B

TO approve a moratorium on all leasing of plots in effect until such time as final determination is made by the Board on the renovation of the 1.8 Acres; all members on the waiting list will retain their position on the waiting list, and the Recreation Committee shall take due action to reasonably facilitate the cancellation of all existing leases, with all existing lessees, retaining a priority for a plot lease once the area is re-opened.

Under Action A, staff sought proposals from professional consultants for plans and specifications of Trust Property commonly identified as the 1.8 Acres (Exhibit A) which, due to the age of the location, must meet all current building codes as well as accessibility (ADA) standards.

The following recap of proposals (Attached)

Mini Farm Design Services Proposal Recap		
Farm Scape	\$20,150	Does not include Site Survey
Mission Landscape	\$24,150	
Ancal Engineering	\$33,300	

During Committee review and deliberation of the proposals, the Committee took into consideration the expense which a complete renovation of the area may cost (generally estimated at \$300,000 to \$400,000, depending on scope of work).

As the proposed expense for the professional design services and subsequent work represented a substantial community expense, the Committee moved and approved to forward the proposals to the Board and seek Board direction.

Motions for consideration:

Option A

I move to a contract with *(to be completed by the Board)* for professional design services in the amount of *(dependent on contractor selected)*, Capital funding and Authorize the President to sign the agreement.

OR

Option B

I move to direct the Recreation Committee to develop a questionnaire and seek Shareholder/Member feedback on the optimum use of Trust property commonly identified as the 1.8 acres.

Exhibit A



Trust Property , Commonly Identified as the 1.8 Acre's



Existing Retaining Walls



General Conditions



Schematic Design Proposal
Leisure World Seal Beach Mini Farm
06/10/21

To: Mark Weaver
Golden Rain Foundation

RE: Mini Farm at Leisure World Seal Beach

Project Description

- Reorganize existing Mini Farm footprint to include
 - 12'x12' plots
 - Accessible pathways
 - Gathering location
 - Revamped irrigation system

Project Area



Scope of Services

In collaboration with the Project Stakeholders (consisting of the Golden Rain Foundation Staff, Leisure World Recreation Committee and Mini Farm Member Group), Farmscape shall develop three (3) Schematic Plans to reconfigure the space within the existing Mini Farm footprint. The Mini Farm plots will be reconfigured as 12'x12' areas with ADA accessible pathways to access the plots areas.



1. SCHEMATIC DESIGN PHASE - (limit 120 hours)

a. SITE ANALYSIS

- i. Analyze the site by observing existing garden conditions, irrigation drainage, soil, exposure, wildlife, and any site conditions that could influence design decisions.
- ii. *Client to provide topographical survey in CAD format.*
- iii. Analyze Survey Drawing provided by Client
- iii. Soil Sampling: Take two (2) Soil Samples for agricultural suitability (assessing macro and micronutrients, soil structure, pH, etc.)

b. COORDINATION & REGULATION REVIEW

- i. Coordinate with Surveyor contracted by Client
- ii. Review requirements for irrigation compliance with the local water district
- iii. Review accessibility with Client's ADA consultant to maintain consistency with property standards

c. DRAWINGS

- i. Develop three (3) Site Plan options for 75% Schematic Design Package, illustrating circulation, garden plots & community gathering space
- ii. Refine selected Site Plan elements from 75% Schematic Design Package to create one (1) Site Plan per Client feedback for 100% Schematic Package.

d. IMAGERY

- i. Provide concept imagery to illustrate character of site, details & fixtures
- ii. Provide photographic imagery of proposed hardscape materials: paving, gates, fencing

e. SITE VISITS - (2 hours on-site budgeted per event)

- i. Visit Project Area
 1. One (1) Pre Design Site Walk with Stakeholders
 - a. Review priorities, collect notes, information, imagery from members
 2. One (1) Pre Design Discovery Site Walk
 - a. Review existing infrastructure with on-site facilities team

f. MEETINGS - (2 hours budgeted per event)

- i. Conduct three (3) Stakeholder meetings (in person or via video conference)
 1. One (1) 75% Schematic Design Meeting
 2. One (1) Client / Stakeholder Design Review Feedback Meeting
 3. One (1) 100% Schematic Design Meeting

Deliverables

- 75% Schematic Design Package
- 100% Schematic Design Package



Fees & Terms

Fees

Schematic Design Phase	\$ 18,850
Agricultural soil testing (2 locations, \$650 per)	\$ 1,300
Total	\$ 20,150

Allowances

Large Format Printing	\$ 500
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Payment Schedule

Retainer for Schematic Design	\$ 5,000
Completion of Site Visit with Stakeholders	\$ 3,850
Agricultural soil testing	\$ 1,300
50% Schematic Design	\$ 5,000
100% Schematic Design	\$ 5,000

1. A non-refundable retainer shall be made upon execution of this Agreement.
2. Reimbursable expenses will be billed on a monthly basis to the Client. Includes: Large format printing (larger than 11x17) and reproduction as required by consultants and Client, messenger and postage, agricultural soil testing, delivery costs & fax will be reimbursed to FARMSCAPE at cost plus fifteen percent (15%).
3. Any additional travel not outlined above will be billed as outlined below.
 1. Travel expenses for Site Visits to and from Project Location from our Oakland office will be billed at the current Federal rate (\$0.58 / mile).
4. The Client shall provide all information from the Owner regarding the site including As-Built documentation, surveys, soil reports, 3D models and legal information as deemed necessary for the Project. The Landscape Architect shall be entitled to rely on the accuracy of all data provided by the Client and their Consultants and shall use this documentation as basis to perform the services of this proposal.
5. This agreement is being used only to describe the fees and services for those phases described above. In the event that the scope of the Project increases substantially, per the Client's approval, the fee for landscape architectural services shall be adjusted at the appropriate time. The fee structure and description of services beyond this initial agreement will be described under a separate contract.

Additional Services

- Design Development
- Construction Documents
- Construction Administration
- Farm Programming

Compensation for Additional Services:

For Project Representation beyond Basic Services, compensation shall be computed as follows:

Landscape Architect	\$ 135 / hour
Principal Farm Consultant	\$ 125 / hour
Junior Designer	\$ 85 / hour



Administrative Staff
Additional Meetings

\$ 75 / hour
\$ 500 / meeting

1. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Client are not included in basic services and shall, if requested by Client, be provided as additional services as described above.
2. Any time spent in addition to the scope outlined above preparing specific documentation, drawings, renderings, models, etc. and attending meetings for Planning Organizations, if requested by Client, shall be provided as additional services as described above.
3. Hourly rate will be adjusted 4% within 1 calendar year of approval of contract.

In addition, Farmscape can provide estimates for Farm installation and maintenance.

Client's Responsibilities

1. Information:
 - a. The Client shall provide documentation from the Owner including: site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
 - b. The Client shall coordinate and provide all pertinent design drawings to landscape architects in CAD and PDF format.
 - c. The Client shall provide contact with the Owner or Owner's representative for the Landscape Architect's right to enter from time to time, property owned by others so the Landscape Architect may perform the Landscape Architectural Services.
 - d. The Client shall be responsible for providing the Landscape Architect all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.
2. Independent Testing: The Client shall be contacted to approve independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
3. Reliance: The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Owner, Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1, above.
4. Client's Representative: The Client shall designate a representative with authority to act on the Owner's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.
5. Approvals: Owner and Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Owner and Client shall be a consolidation



of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

6. Notice of Nonconformance: If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
7. Project Permit and Review Fees: The Client shall coordinate with the Owner to pay all fees required to secure jurisdictional approvals for the Project.

Exclusion to Scope of Services

Items not covered in 'Scope of Services' and assumptions related to the execution of the work are indicated as follows:

- PERMITS, PROCESSING FEES & EXPEDITING SERVICES – documentation for permits and payment of any governmental fees, permits or assessments is by Owner
- DESIGN DEVELOPMENT DRAWINGS
- GRADING AND DRAINAGE PLANS
- AS-BUILT PLANS / RECORD DRAWINGS
- STRUCTURAL ENGINEERING
- GEOTECHNICAL ENGINEERING
- SPECIMEN TREE TAGGING
- FURNITURE SELECTION
- ACCESSIBILITY CONSULTING

General Conditions

1. If the Client finds it necessary to abandon the Project, Client shall compensate Landscape Architect shall be compensated for all work completed to date.
2. In the event Landscape Architect recommends and / or installs any furnishings, artwork or fixtures on the project, the Client recognizes that Landscape Architect makes no representation or warranty as to any defects in the furnishings, artwork or fixtures and shall hold Landscape Architect harmless.
3. This agreement may be terminated by either party upon seven days' (7) written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating the termination. The Client, upon at least seven days written notice to the Landscape Architect in the event that the Project is permanently abandoned, may terminate this agreement. In the event of termination, Landscape Architect shall be compensated for all services and costs rendered and incurred to date of termination.
4. Landscape Architects are licensed with the State of California.
5. Landscape Architect shall maintain during the entire performance period of this agreement professional liability errors and omissions insurance policy in the amount of one million dollars (\$1,000,000), comprehensive liability insurance policy in the amount of one million dollars (\$1,000,000), and a workers' compensation policy sufficient to meet all applicable statutory requirements.



Please call if you have any questions regarding this proposal. If everything meets your approval, please sign below and we will set a project schedule for the Leisure World Mini Farm.

With many thanks,

A handwritten signature in black ink that reads "Catherine McLaughlin".

Catherine McLaughlin

Client

Date



MISSION LANDSCAPE ARCHITECTURE

DEVELOPMENT
MAINTENANCE
TREE CARE
ML 360

May 26, 2021

Randy Ankeny
Executive Director
Golden Rain Foundation
P.O. Box 2069
Seal Beach, California 90740

REGARDING: Leisure World – Mini Farms master plan
Seal Beach, California

Dear Randy,

We are pleased to submit the attached professional service proposal for providing Landscape Architectural Design Services for the Leisure World – Mini Farms master plan project. We have included Landscape Architectural Design fees to develop a master plan for the mini farm area. Also included is scope / fee for a topographic survey.

We appreciate the opportunity to submit this proposal and look forward to working with Leisure World Seal Beach on this project. Should you have any questions about the attached proposal, please contact our office.

Respectfully submitted,

Mission Landscape Architecture

Rocco M. Campanozzi, RLA CA 1799
VP Landscape Architecture

CC: Tamara Harris, MLA Marilyn Armenta, MLC Bo Taslimi, MLC

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Mission Landscape Architecture | 16672 Millikan Avenue | Irvine, California 92606 | 949.224.0040



MISSION LANDSCAPE ARCHITECTURE

LANDSCAPE ARCHITECTURE DESIGN SERVICES PROPOSAL

May 26, 2021

Golden Rain Foundation

Randy Ankeny
Executive Director
P.O. Box 2069
Seal Beach, California 90740
T: (562) 431-6589 ext. 312
E: randya@lwsb.com

DEVELOPMENT
MAINTENANCE
TREE CARE
ML 360

PROJECT NAME: Leisure World – Mini Farms master plan

Location: 1880 Golden Rain Road
Seal Beach, California 90740

MLA Proposal No: P21 - 043

Dear Randy,

We are pleased to submit the following professional service proposal to provide Landscape Architectural Design Services for the Leisure World – Mini Farms master plan project.

PROJECT SCOPE OF SERVICES:

Mission Landscape Architecture (MLA) will provide professional Landscape Architectural services consisting of preparing a Master Plan for the area known as the mini farms at the north west corner of Leisure World Seal Beach (LWSB). MLA's scope also includes a topographic survey and AutoCAD base file.

MLA has based its fees on the email / RFP provided, copy attached. We understand that there is a request to prepare a master plan for urban garden plots, layout for community trash disposal, storage area for Service Maintenance Department and small location for 800 sq. ft. of leasable space for golf cart service.

LANDSCAPE ARCHITECTURAL DESIGN SERVICES:

MASTER PLAN

- A. KICK-OFF MEETING - meet with the project team to determine the Masterplan "Big Idea", various site plan components, functional relationships and site user influences on the site design. Establish specific design criteria, preliminary construction budget and schedule – assume one (1) meeting included in Master Plan package.
 - B. SITE RECONNAISSANCE - visit the site to observe, inventory and photograph existing conditions and site context.
 - C. EXISTING CONDITION / DEMOLITION PLAN – prepare an exhibit to illustrate the existing site features including recommendations for preservation, removal and or replacement.
 - D. MASTER PLAN - prepare a Master Plan illustrating the proposed design addressing elements including area for 250 +/- urban garden plots, storage for roll off dumpsters, storage area for Service Maintenance Department and 800 +/- sq. ft. of leasable space for golf cart service.
 - E. DETAILS AND ENLARGEMENTS - prepare Details and Enlargements of key areas, which describe the landscape design in greater detail.
 - F. DESIGN IMAGERY - gather Design Imagery of built designs that show a design character that is similar to that proposed for this project as well as imagery of proposed elements and amenities.
 - G. TOPOGRAPHIC SURVEY - provide a survey of the area and development of an AutoCAD base plan for use in preparing the master plan.
 - H. DESIGN REFINEMENT - based upon comments derived from The Client, provide design refinement during this phase of work. Allow for one (1) round of refinements.
1. Anticipated Phase Duration:
 - Six (6) to eight (8) Weeks
 2. Anticipated Base Scale:
 - One (1) overall site plan @ 1" = 20'
 - Enlargements areas @ 1/8" = 1' - 0"
 3. Anticipated Sheet Size:
 - 30" x 42"
 4. Anticipated Deliverables:
 - Existing Landscape Plan Exhibit
 - Master Plan
 - Details and Enlargements
 - Design Imagery
 - Client Submittal

FEE SCHEDULE:

1. Master plan package (lump sum fee)	\$12,750.00
2. Meetings with Committees (billed hourly T&M)	\$1,500.00
3. Topographic Survey (including MLA mark-up)	\$9,900.00

TOTAL MLA DESIGN FEE **\$24,150.00**

REIMBURSABLES:

Reimbursable expenses are not included in the quoted fee and will be billed at cost plus 10%. Reimbursable expenses may include:

1. Reproduction costs (computer plots etc.)
2. Shipping and delivery.

BILLING:

MLA will bill the Client monthly for a percentage of the work completed under the terms of the Contract. Payment is due within 30 days from date of invoice. If payment is not received within 30 days of invoice date, MLA may at its discretion stop work until the delinquent invoice has been paid.

ADDITIONAL SERVICES:

Services in addition to those listed under LANDSCAPE DESIGN SERVICES, when requested, shall be identified as such and billed at the current billing rate schedule. Additional services shall include, but are not limited to the following:

1. GRAPHIC EXHIBITS - graphic exhibits required beyond those indicated listed under LANDSCAPE DESIGN SERVICES.
2. FEES - Payment for governmental permits, application fees, processing fees, and plan check fees.
3. EXCESS MEETINGS - meetings in excess of those listed under LANDSCAPE DESIGN SERVICES.
4. SPECIAL RENDERINGS - professional renderings often required to portray the landscape design in a more highly articulated or rendered fashion than is usually customary.

INVOICING AND PAYMENT POLICIES:

1. In contracting with MLA for professional services, Client warrants that funds are available to compensate MLA for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon subsequent granting of approvals, permits or financial commitments by lending institutions or other third parties.
2. MLA submits invoices every four (4) weeks, not necessarily falling on the first or last day of the month. Client shall notify MLA, in writing, of any and all objections, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt. Client's account will be considered delinquent if MLA does not receive full payment within thirty (30) days after the invoice date.
3. A service charge will be applied at the rate of 2.0 percent per month (or the maximum rate allowable by law) to delinquent accounts. Payment thereafter will be applied first to accrued interest and then to the principal unpaid by the Client. Client shall pay all costs and expenses, including without limitation, reasonable attorneys' fees and expenses incurred by MLA in connection with the collection of delinquent accounts of Client.
4. If a delinquency by Client occurs, MLA may choose to suspend work. If such a decision to suspend work is made, MLA will notify Client in writing. MLA may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this agreement are made in full. If a delinquency by Client occurs and MLA chooses not to suspend work, no waiver or estoppels shall be implied or inferred. Client agrees and understands that if MLA decides to so suspend its work, MLA shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such a work suspension. Client agrees to hold MLA harmless from and completely indemnify MLA from and against any and all damages, costs, attorney's fees, and/or other expenses, which MLA may incur as a result of any claim by any person or entity arising out of such a suspension of work. Additionally, MLA maintains the right to withhold instruments of professional service pending payment.
5. It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including field observation services, have been performed in full by MLA. The Client acknowledges that the inability of MLA to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the project. Therefore, in the event that this Agreement is prematurely terminated or that MLA is otherwise precluded from completing the services set forth herein, the Owner agrees to hold harmless, indemnify and defend MLA from and against any and all claims, except those claims arising out of MLA's sole negligence or willful misconduct.
6. If any litigation, arbitration, or other legal action arising out of this contract ensues, the prevailing party shall be entitled to, without limitation, reasonable attorneys' fees, expenses, expert fees, and costs.
7. When non-standard billing is requested, time spent by office administrative personnel in preparation is a cost to the project and charged as technical labor.

LIMITATION OF LIABILITY:

MLA's liability for damage on account of any act, error, omission or other professional negligence shall be limited to a sum not to exceed fifty thousand dollars (\$50,000) or our contractual fee, whichever is smaller.

MLA'S STANDARD HOURLY RATE SCHEDULE

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES:
EFFECTIVE JANUARY 1, 2021

<u>Time Charges</u>	<u>Hourly Rate Range</u>
Senior Principals	\$145.00
Principals	\$135.00
Associates/Senior Project Managers	\$100.00
Project Managers	\$85.00
Assistant Designer	\$65.00
Professional, Administrative & Word Processing Staff	\$60.00

MLA's hourly rate schedule is subject to adjustment in January and July of each year.

The acceptance of these terms can be acknowledged by signing this letter below and returning it to the address noted below.

Respectfully submitted,

MISSION LANDSCAPE ARCHITECTURE



Rocco M. Campanozzi, RLA CA 1799
VP Landscape Architecture

Agreed to and accepted by: _____ Date: _____

* This proposal will be null and void if not executed within 60 days

Rocco Campanozzi

From: Randy L. Ankeny <randya@lwsb.com>
Sent: Wednesday, May 19, 2021 8:55 AM
To: Rocco Campanozzi
Cc: Mark Weaver; Leah Perrotti; Susan Hopewell
Subject: Randy Ankeny - Professional Design Services - Mini Farms

Rocco

What would be your fee to review and draft a full set of plans on a complete redesign of Trust Property commonly referred to at the Mini Farms.

The location is approximately 1.8 acres and serves as:

- Location for urban gardening under a lease agreement with GRF (currently 250 plus plots)
- Location where we store roll off dumpsters for general community trash disposal.
- Storage area for our Service Maintenance department.
- Small location about 800 sq ft, of leased space use by a Club to provide serves to Shareholder golf carts.

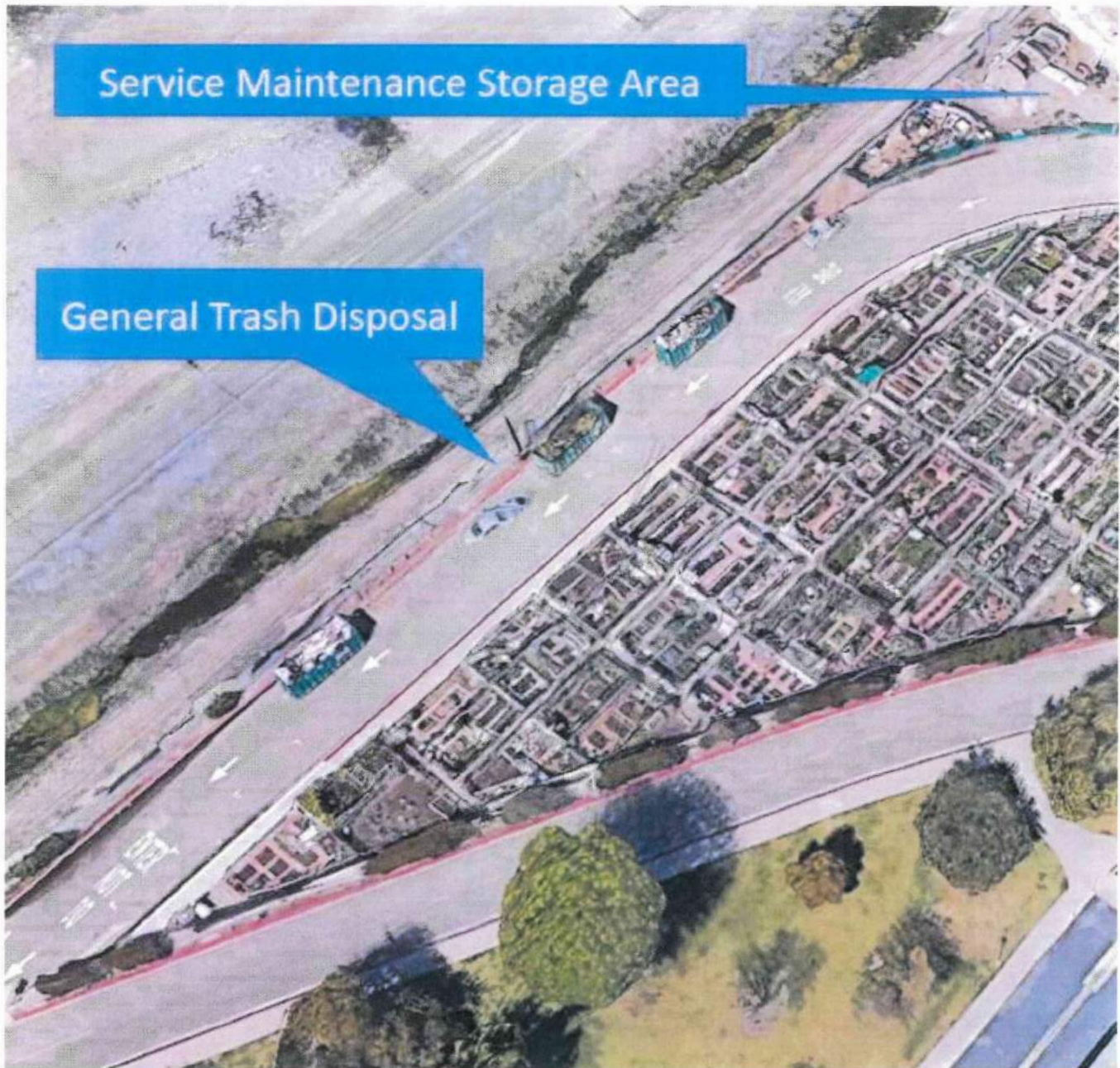
This location was developed in the 1960's to standards of the time, now 50 plus years latter its time to renovate this are to current standards including meeting accessibility standards.

Please provide a quote for:

- Initial design services
 - A key focus is the creation of urban mini farms which GRF can lease space of a modest annual fee.
 - Maximizing the use of the available land for the greatest number of plots.
 - Gathering area within the mini farms and possible storage.
 - Possibly a mix of raise beds and fenced in plots (fence plots are required due to theft of items from a plot)
- Once a design is approved a full set of grading and construction plans

If you need any additional information, call me.

Trust Property Commonly Ident



Randy Ankeny
Executive Director
Golden Rain Foundation
PO Box 2069, Seal Beach, CA 90740



☎ (562) 431-6586, ext. 312 | ✉ randya@lwsb.com | 🌐 www.lwsb.com

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Today's Ideas. Tomorrow's Reality.

May 25, 2021

SENT VIA EMAIL

Mission Landscape
Mr. Rocco Campanozzi
16672 Millikan Avenue
Irvine, CA 92606

Re: Proposal for Survey Services at Leisure World Seal Beach, Seal Beach CA

PROPOSAL No. 04-MC-2021-R0

Dear Rocco:

Pursuant to Mission Landscape Architecture (MLA) request, Commercial Development Resources (CDR) is pleased to present our proposal to provide survey services at Leisure World Seal Beach. Limits of survey are attached as Exhibit A. CDR will provide the following scope of work (SOW):

Task 1: Topographic and Boundary Survey: CDR will prepare a topographic and boundary survey of the area shown in Exhibit A. This area is approximately 4.5 acres. Survey includes all structures, driveways, major landscaping, trees (6" diameter or larger), exterior fencing and street frontage (curbs, sidewalk, planters etc.). Owner shall provide a current title report to include all easements and encumbrances. CDR will plot all easements and encumbrances per title report. This is not an ALTA Survey. **\$9,000**

PAYMENTS AND COMPENSATION:

The fee for each project is will be based on a **LUMP SUM charge of \$9,000** (Nine Thousand Dollars). This Proposal and attached Schedule of Fees, and the Agreement for Professional Services shall serve as our Contract Agreement for this project.

Client:

CDR:

Mr. Rocco Campanozzi _____
Date

Aaron Albertson, P.E. _____
Principal Engineer Date

COMMERCIAL DEVELOPMENT RESOURCES

4121 WESTERLY PLACE #112
 NEWPORT BEACH CA 92660
 949.610.8997

**FEE SCHEDULE
 MAY 2021**

PRINCIPAL	\$ 200.00 PER HOUR
PROJECT MANAGER	\$ 170.00 PER HOUR
PROFESSIONAL ENGINEER	\$ 150.00 PER HOUR
PROFESSIONAL SURVEYOR	\$ 140.00 PER HOUR
DESIGNER	\$ 135.00 PER HOUR
CADD SPECIALIST	\$ 80.00 PER HOUR
ONE PERSON ROBOTIC SURVEY	\$ 180.00 PER HOUR
TWO PERSON SURVEY CREW	\$ 250.00 PER HOUR
TECHNICAL ASSISTANT	\$ 60.00 PER HOUR
REIMBURSABLES	1.15 X COST
MILEAGE	\$ 0.55 PER MILE

GENERAL NOTES (APPLICABLE TO ALL SERVICES)

Direct non-salary expenses for engineering and technical personnel charged at cost + 15%. Engineering services transportation time charged portal/portal and automobile travel at \$0.55/mile, other modes of transportation charged at cost + 10%. Normal construction monitoring services workday 8:00 A.M. to 5:00 P.M., overtime rates (150%) applicable for services performed outside these hours and Saturday, Sundays, and Holidays. Minimum monitoring fee is 4 hours per trip.

Personnel compensation rates for court/arbitration related services for expert consultation in accordance with the rates indicated herein, with the exception of services performed in which the individual is placed in an adversary position such as testimony or deposition which will be charged at 200% of the standard hourly rates. A minimum \$1,500 retainer and an indemnification agreement are also typically required for these services.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 15 days after receipt of invoice. Invoices remaining unpaid beyond 30 days accrue service fee of 24% annum or at a maximum allowable by law. Reasonable attorney fees incurred to collect overdue invoices will be reimbursed at cost. Litigation required to collect overdue invoices will be filed in Orange County, California and California law shall control.

Unit prices in this proposal remain in effect for 3 months after the date of the proposal and subject to change without notice thereafter. Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.

EXHIBIT A LIMITS OF SURVEY



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 50 ft

GENERAL CONDITIONS OF CIVIL ENGINEERING, SURVEYING, CONSTRUCTION MANAGEMENT, TENANT COORDINATION, AND/OR PROPERTY INSPECTION SERVICES AGREEMENT

ARTICLE 0 – FORMATION OF CONTRACT

These General Conditions become part of the Agreement upon execution of the attached proposal by the Client and are incorporated into that Agreement. Together they form an integrated Agreement entered into, by, and between Commercial Development Resources ("CDR" or "Engineer") and the party for whom CDR is to perform services ("Client"). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued documents, are invalid, unless accepted in writing by all parties to the Agreement. After the originating Agreement is made between CDR and Client for a particular project, any future ordering, reliance upon, or acceptance of CDR's services by Client for that particular project, including additional work orders, shall constitute Client's acceptance of the terms of this Agreement, including these Articles, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of CDR services post execution of this Agreement. The Agreement, including these Articles, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of CDR and Client. Client shall communicate these Articles to any third party or principal for whom, or to whom, Client conveys any part of CDR's services. CDR shall have no duty or obligation to any third or principal greater than is what set forth herein.

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth in the Agreement herein attached.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Engineer as set forth in Article 4.
- B. Owner shall provide Engineer with all criteria and full information as to Owner's requirements for the Assignment, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any anticipated funding sources and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer such services of others as may be necessary for the performance of Engineer's services.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information Owner-furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services upon receipt of signed Agreement in addition to any other conditions outlined in Agreement.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Agreement and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* If an initial retainer is required as outlined in Agreement, then retainer will be due upon receipt of signed contract to begin work. The retainer amount will be deducted from the Agreement stipulated lump sum fee or if hourly deducted from estimated last invoice for project. Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 15 days of receipt and considered late if remain unpaid after 30 days.

4.02 Payments

- A. *Application to Service Charge and Principal:* Payment will be credited first to any service charge owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. Engineer will be entitled to a service charge on all amounts due and payable at the rate of 2.0% per month, 24% per annum (or the maximum rate of service charge permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims of delay or any other claims arising as a result of any suspension against Engineer for any such suspension.

4.03 Payment for Basic Services

- A. Using the procedures set forth in Paragraph 4.01, Owner shall pay Engineer for Basic Services as follows:
 1. A Lump Sum amount and/or hourly rate of time and materials as outlined in the Agreement.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the Assignment actually completed during the billing period.
- C. For construction documents, first submittal to City will be considered 90% complete.
- D. Reimbursable include reproduction costs associated with of plans and reports as required for submittal and approvals per the governing jurisdictions. Mileage will be charged as outlined in Agreement and/or Schedule of Standard Fees.

4.04 Payment for Additional Services

- A. For Additional Services, where all possible Owner and Engineer shall agree upon a lump sum amount prior to starting an additional service. In the event a lump sum is not attainable for whatever reason, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's Consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Schedule of Standard Fees.

4.05 Disputed Invoices

- B. If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so. If Owner does not notify Engineer within ten (10) days of receipt of any invoice, then the invoice is presumed accurate and any claim that any billing is not proper is thereby waived by Owner.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's reasonable estimate as an experienced and qualified professional generally familiar with the construction industry. However, because of the limited and preliminary nature of the Assignment, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

5.02 Opinions of Total Project Costs

- B. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS**6.01 Standards of Performance**

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- C. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.02 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Assignment or Project is completed. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten (10) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten (10) day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by the Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

6.03 Insurance

- A. Engineer will maintain insurance coverage for General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 Termination

- A. *Termination for Cause:* The obligation to continue performance under this Agreement may be terminated:
 - 1. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - 2. By Engineer:
 - a. upon seven (7) days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. Upon seven (7) days written notice if the Engineer's services are delayed for more than ninety (90) days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04.A.2.
 - 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04.A.1. If the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. *Termination for Convenience:* Owner or Engineer may terminate the Agreement for Owner's or Engineer's convenience effective upon receipt of seven (7) written notice from either party.
- C. The terminating party under Paragraphs 6.04.A or 6.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6.05 Controlling Law

- A. This Agreement is to be governed by the law of the state of California.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to all items outlined in Agreement to be prepared pursuant to Agreement, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.07 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after any written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.08 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 day notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become or considered an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent there is a determination that it was caused by any negligent act, error or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations. In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent that there is a determination that it was caused by any negligent act, error or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any such issue at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own sole negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Damage Waiver:* To the fullest extent permitted by law, Owner and Engineer Waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profits, loss of business, loss of income, loss of reputation, delay and disruption claims, carrying costs on any financing, loss of use or opportunity, loss of good will, cost of substitute facilities, goods, or services, cost of capital, overhead costs, mortgage payments or any other kind of damage claim that is not directly caused by an error, omission or willful and wrongful conduct.

6.10 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner as well as any claims by third parties for any and all injuries, losses, damages and expenses whatsoever, inclusive of attorney fees and costs, arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to claims of negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, Waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a Waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.
- F. *Certificate of Merit:* The Owner shall make no claim for professional negligence or breach of contract either directly or in a third-party claim, against Engineer unless the Owner has first provided Engineer with a written certification executed by an independent professional currently practicing in the same discipline as Engineer and licensed in the jurisdiction where the project is located. This certification shall be executed under penalty of perjury and, at a minimum, contain the following: a) the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceedings.

- G. *Exculpation*: No officer, director, partner, member, shareholder, or employee of either party, its respective parents or affiliates or its successors or assigns shall have personal liability under any provision of the Agreement or the providing of any services hereunder, nor shall Owner make any claims against any individual professional working for CONSULTANT. Neither party shall sue any individual and shall look solely to each party's corporate interest and the legal entity that is a party to this agreement for any recovery.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Supplemental Services as outlined in the Agreement.
 2. *Agreement* – This written contract for all services outlined in the proposal for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with the scope outlined in the proposal portion of this Agreement.
 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 6. *Construction Cost* – The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under the Agreement, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, but does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
 7. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer's independent professional associates and consultants, subcontractors, or vendors.
 8. *Documents* – Data, studies, reports (including the Report referred to in Agreement), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
 9. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 10. *Engineer* – The individual or entity named as such in this Agreement.
 11. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 13. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
 14. *PCBs* – Polychlorinated biphenyls.
 15. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
 16. *Project* – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.
 17. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
 18. *Site* – Lands or areas where the subject matter of the Assignment or the Project is located.
 19. *Total Project Costs* – The total cost of study, design, and construction of the Project, including Construction Cost and all other Project construction labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, Parcels that require permission to access; completed by owner.
- B. Exhibit B, Reserved. **Not Included.**
- C. Exhibit C, Reserved. **Not Included**

8.02 Total Agreement

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution.
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition.
 3. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

D. C. QUEYREL, PRESIDENT
RCE 42812, Exp. 5/31/22
LS 7703, Exp. 12/31/22

ANACAL ENGINEERING CO.
ENGINEERING AND SURVEYING

1211 North Tustin Avenue
Anaheim, California 92807
PH: (714) 774-1763 | FAX (714) 774-4690
4 May 2021

Golden Rain Foundation
Po box 2069
Seal Beach, Ca. 90740

Attn: David Rudge

Ref: Sun City Mini Farm Nassau Drive, Seal Beach, Ca.
Topographic / Civil Design

Dear David:

We will provide the following services for the fee as outlined.

A. Topographic Survey	\$ 9,300.00
a) Assumes 4 days field	
b) Spot elevations & 1' Contours	
c) Locations	
d) Official benchmark	
 B. Grading Plan	 \$ 10,200.00
a) Garden plots variable sizes	
b) Golf Cart Service Area	
c) Maintenance Storage Area	
d) Drainage Details – On site	
e) Cart paths / aisle routes	
f) Dirt quantities	
g) Spot elevations/Contours	
h) Construction Details/Aisle ramps	
 C. Erosion Control Plan	 \$ 1,200.00
a) Details & notes	
 D. Storm Water Pollution Prevention Plan	 \$ 3,800.00
a) Excludes Notice of Intent with State	
 E. On Site Water Plan	 \$ 3,800.00
a) Water service to each plot	
b) Meter locations	
c) (Excludes Fire underground, access and fire hydrant location clearance) (Excludes onsite plan & profiles)	
 F. Horizontal Control Plan	 \$ 2,600.00
 G. Engineered Cost Estimates (Civil Only)	 \$ 2,400.00

Total: \$ 33,300.00

Golden Rain Foundation

Ref: Sun City Mini Farm Nassau Drive,
Seal Beach
Topography/Civil design

May 4, 2021

Plan processing	\$ 880.00
a) Includes 8 hr. processing additional time to be billed at T & M per rates indicated hereon.	
Project coordination & Meetings	\$ 1,400.00
a) Includes 8 hr office coordination time to be billed at T & M per rates indicated hereon.	
Professional Consultation	\$ 1,800.00
a) Includes 12 hr Professional Consultation time to be billed at T & M per rates indicated hereon.	

Requires approved Site Plan & Floor plans to proceed with final drawings.

Subject proposal excludes Prints, Deliveries, Plan & Profiles of Sewer & Water Plans, Site Plan, Soils Reports, Signing & Striping Plans, Offsite Sewer & Water Plans, Offsite Hydrology, Photometric plans, Light standard plans, Offsite Plans, Easement documents, Wall design, Construction services, filing, checking and permit fees.

Payment for work performed as outlined:

- Terms are Net 30 days the client agrees to pay upon presentation of billing and to pay monthly-accrued interest of 1.5 percent on all past due bills after 30 days.
- Anacal reserves the right to cease all work based on delinquent billings
- Change orders will be on a time & material basis with written mutual agreement
- Work will cease upon written notification; payment will be based on percent complete at time of termination.

Scope of work changes, additional work or revisions due to Site Plan / Floor plan changes will be performed on approval at an estimated amount.

Rates are as follows:

Office:

Research /Processing	\$110.00/hr.
Drafting / Office	\$120.00/hr.
Engineer/Design	\$150.00/hr.
Meetings	\$165.00/hr.
Professional Engineer	\$175.00/hr.

Field:

2 -man Field crew	\$245.00/hr.
1-man Field Crew (Robotic Equipped)	\$175.00/hr.

Golden Rain Foundation

May 4, 2021

Ref: Sun City Mini Farm Nassau Drive,
Seal Beach
Topography/Civil design

If the foregoing meets with your approval,

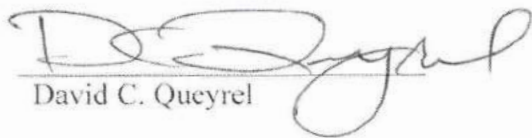
please sign and return.

Thank you for the opportunity to be of service.

Very truly yours,

Anacal Engineering Company

Golden Rain Foundation


David C. Queyrel

By: _____
Title: _____
Date: _____

Scope Exhibit:



gag

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **FINAL VOTE:** AMEND 70-1468-1, SWIMMING POOL RULES
DATE: JULY 19, 2021
CC: FILE

At the May 3, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1468-1, Swimming Pool Rules.

At the May 25 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 June 24 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 item of correspondence was received during the 28-day notification to the membership period.

I move to amend 70-1468-1, Swimming Pool - Rules, updating document language, as presented.

RECREATION

70-1468-1



Swimming Pool Rules

1. RULES

The following rules are to be posted at the pool facilities:

- 1.1. The pool and shower facilities are for Authorized Residents only.
- 1.2. The shower facilities are for pool users using the pool facilities only.
- 1.3. Pool users must shower before entering the swimming pool or hot pool.
- 1.4. Pool users must provide their own towel for drying their bodies and/or hair (paper towels may not be used for this purpose).
- 1.5. Flip flops or shower-type shoes must be worn in the shower facilities and locker area.
- 1.6. Coloring hair in any pool facility is prohibited.
- 1.7. Only waterproof sunscreen lotion may be applied when using the pool facilities.
- 1.8. Light snacks are permitted in the table area only.
- 1.9. Glassware is not permitted in the pool area.
- 1.10. Swimming caps are recommended for members with long hair.
- 1.11. No Diving allowed.
- 1.12. Pool users must observe hot pool time limit (15 minutes).
- 1.13. Running on pool deck is prohibited.
- 1.14. Seats may not be reserved.
- ~~1.15.~~ 1.15. Personal belongings are to be kept in a locker, but overnight storage of personal belongings is prohibited.
- ~~1.15.~~ 1.16. No photography is allowed in the pool area.
- ~~1.16.~~ 1.17. Approved swim fins are permitted between the hours of 11:00 am to 2:00 pm.
- ~~1.17.~~ 1.18. Approved flotation devices are permitted between the hours of 11:00 am to 4:00 pm; and

(Feb 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION

70-1468-1



Swimming Pool Rules

~~1.18.~~ 1.19. The pool attendant is in charge of the pool area at all times.

2. POOL TEMPERATURES

In conformity with the recommendations of the Orange County Health Care Agency Medical Director of the Health Care Center on Golden Rain Road and the requirements of the GRF's liability insurance carrier, the following pool temperatures will be maintained:

2.1. Swimming Pool: 82° to 84°

2.2. Hot Pool: Not more than 104°

Anyone who has been consuming alcoholic drinks should not use the hot pool. Hot pool use is limited to 15 minutes.

3. HOT POOL INFORMATION

~~When your body, that has a normal temperature of 98.6°, is immersed in water with a temperature of 102°-104°, your body temperature increases and eventually becomes the same temperature as the water. As your body attempts to lower in temperature, the heart rate increases and capillary blood vessels dilate. This causes the blood pressure to drop and may cause fainting when you stand. The blood pressure can drop further as a result of perspiration from the heat.~~

Be aware that using the hot pool does or can cause the following:

3.1. Increase the workload of your heart.

3.2. ~~Can cause~~uses your blood pressure to drop, which may cause fainting when you stand, ~~and injury may occur from the resulting fall.~~

3.3. Can cause dehydration.

~~People have been hospitalized with hyperthermia after using the hot pool. The Health Care Center on Golden Rain Road makes 4 or 5 emergency calls a year to aid persons who have fainted after using the hot pool.~~

When using the hot pool, alternate 5 minutes in the hot pool and the regular pool, but spend no more than a total of 15 minutes in the hot pool.

~~If you are being treated for high blood pressure or heart trouble, you must have your doctor's written permission to use the hot pool.~~



Swimming Pool Rules

4. POOL RULES OF ETIQUETTE LAP SWIM RULES

~~To maintain an atmosphere in which all people feel comfortable, the GRF insists on certain standards of behavior.~~

- 4.1.** The lap swimming area is designated by the parallel lane lines on the bottom of the pool.
- 4.2.** Lap swimmers must swim parallel between lanes.
- 4.3.** There are ~~four~~ five swimming lanes available. The first swimmer in each lane has priority.
- 4.4.** If more than ~~four~~ five lap swimmers are present, a second swimmer may share the lane. ~~no priority exists.~~ Everyone must make room for additional swimmers.
- 4.5.** People wading, exercising, or socializing should remain in the shallow area adjacent to the steps.
- 4.6.** Backstroke swimming will not be permitted when the pool attendant deems conditions unsafe.

Document History

Adopted:	22 Jul 14	Amended:	13 Apr 17	Amended:	22 May 18
Amended:	23 Jul 19	Amended:	23 Feb 21		

Keywords: Pool Rules Etiquette Swimming Recreation



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **FINAL VOTE:** AMEND 70-1487-1, RECREATIONAL VEHICLE LOT (RVL) RULES AND REGULATIONS
DATE: JULY 19, 2021
CC: FILE

At the May 3, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1487-1, Recreations Vehicle Lot (RVL) Rules and Regulations.

At the May 25 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 June 24 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 item of correspondence was received during the 28-day notification to the membership period.

I move to amend 70-1487-1, Recreations Vehicle Lot (RVL) Rules and Regulations updating legal residents to authorized residents, establishing that the annual lease fee shall increase at the time of the renewal, updating policy language, as presented.

**Recreational Vehicle Lot (RVL) – Rules and Regulations**

Renter/Lessee, (R/L), must follow all rules and is subject to any consequences for failure to do so. The Member/Owner, (M/O), is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Shareholder Code of Conduct.

1. RECREATIONAL VEHICLE LOT (RVL) GENERAL USE CONDITIONS:

1.1. The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Authorized Residents (A/R) Members—in good standing, (Member/Owner, Co-occupant, Qualified Permanent Resident, and Mutual Renter/Lessee [R/L]) per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies. “Good standing” means that Members may not be delinquent on any assessment (more than 30 days), and related charges, fees or fines as verified by Stock Transfer and Finance Departments, for the storage of their Qualifying Recreational Vehicle(s) (QRV).

1.2. If the M/O subsequently rents their apartment, the M/O forfeits the right to retain their space and must notify the Recreation Department and remove their vehicle immediately.

1.3. If the R/L has leased a space in the RVL, the lease shall be terminated immediately upon termination of their tenancy in the M/O’s unit.

1.4. The M/O is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct.

1.5. The Recreation Department has the primary responsibility for administration, governance and coordination of maintenance issues for the RVL. The RVL is authorized by the (GRF) Board of Directors (BOD). For information or maintenance issues in regard to the RVL, call the RVL Attendant at (562) 431-6586 ext. 373.

~~1.5.~~ **1.6.** Annual lease fees shall increase at the time of renewal.

2. Except where otherwise defined and or approved by GRF policies, QRV will be defined in accordance with California Health and Safety Code (CHSC) 18010 as follows:

“Recreational Vehicle” means both of the following:

2.1. A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, designed for recreational purposes, emergency, or other occupancy that meets all of the following criteria:

2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms

2.1.2. It contains 400 square feet or less of gross area measured at

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Recreational Vehicle Lot (RVL) – Rules and Regulations

- maximum horizontal projections
- 2.1.3. It is built on a single chassis
- 2.1.4. It is either self-propelled, truck mounted, or permanently towable on the highways without a permit, i.e., car caddy
- 2.2. A park trailer, as defined in Section 18009.3 (CHSC).
3. The following QRV'S ~~described solely owned by an A/R GRF Member(s) QRV, operated and registered by the~~ Department of Motor Vehicles (DMV) ~~registered is~~ are eligible to be placed in a leased GRF RVL space. All vehicles must be in operating condition:
- ~~RVL space. All vehicles must be in operating condition:~~
- 3.1. Travel Trailers 13 to 40 feet in length
- 3.2. Fifth wheel trailers 15 to 40 feet in length
- 3.3. Folding camp trailers
- 3.4. Class A recreational motor home, built on a truck chassis with a gasoline or diesel engine
- 3.5. Class C recreational motor home, built on a modified van chassis and usually overhangs the cab
- 3.6. Class B conversion van camper (may have a raised roof)
- 3.7. Boats on trailers (personal water craft i.e. jet skis, Sea Doos or similar vessels)
- 3.8. Empty boat trailers are allowed to park in the lessee's leased space. The trailer and boat must be inspected together at the initial inspection and subsequently every six months (semi-annually)
- 3.9. Box trailers used solely for recreational purposes. No storage or workshops are permitted inside box trailers. Any QRV inside of a box trailer must be operational at all times; in working order and ready to use. Box trailers are subject to random inspection
4. The following described vehicles are **NOT** permitted to be placed in a leased QRV space and may be towed away at the Member's expense upon approval of the GRF BOD. The QRV **MUST BE** used primarily for the purpose for which it was designed.
- 4.1. RV of former GRF Members
- 4.2. Flat-bed trailers of dimensions greater than 7 feet wide or 10 feet long (including the tongue)

**Recreational Vehicle Lot (RVL) – Rules and Regulations****4.2.4.3. Non-Commercially manufactured QRVs and Trailers**

4.3.4.4. Commercial rental, or similar type, open or closed trailers

4.4.4.5. Any eligible (as described in Section 2) DMV registered RV, passenger or commercial vehicle converted into a storage unit

4.5.4.6. Any trailer (other than flat-bed trailers described in Section 2) used to transport cargo that was not intended by the manufacturer for recreation.

4.6.4.7. RV not currently registered with GRF Recreation Department

5. All GRF approved QRV must be in operating condition at ALL times and shall be required to display current on-street/highway registration, of any state, on the license plate.

5.5.1. Vehicles must be moved out of the lot and inspected annually.

6. Only a GRF approved QRV, registered solely to GRF Member(s) will be given a one year RVL lease. The GRF Member(s) will provide the following information at the time of the initial application within 30 days of their QRV registration renewal:

6.1. A valid GRF Member's State issued driver's license

6.2. Proof of appropriate liability insurance with the GRF Member's name as the primary insured

6.3. Vehicle registration papers with the GRF Member(s) name as sole owner

6.4. The current GRF Member's identification card

6.5. Current emergency contact information

Non-compliance with the above will result in cancellation of the lease in the RVL, towing of the QRV and/or disciplinary action.

7. Any changes in the QRV ownership, GRF Member's address, insurance, phone number, emergency contact or license plate number of the QRV, must be reported to Recreation Department within seven (7) days of the change. Written notification shall be mailed, or delivered by hand to: **Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740.** The Recreation Department will acknowledge receipt of the documents in writing.

8. Non-compliance with any rule or regulation contained in this policy may result in cancellation of the RVL lease, towing of the QRV and/or disciplinary action.

9. Spaces in the RVL will be assigned by the GRF Recreation Department on a first come, first served basis, one vehicle per space, at its sole discretion. A maximum of one space per Leisure World address will be assigned. Spaces will be assigned by the length of the vehicle in order to make the best use of the available spaces. Space assignments are subject to change upon notification. QRV shall only be parked within the footprint

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Recreational Vehicle Lot (RVL) – Rules and Regulations

of the assigned space. A car caddy, as described in Section 2, may be parked with a motorhome if space allows. QRV not parked in their assigned space will be subject to tow at Member's expense (See Policy 80-1937-1 ~~1927-37~~) and/or the Member may be subject to disciplinary action.

10. No structures of any kind may be erected on the leased space (i.e., tents, portable garages, shed, unauthorized storage units, etc.). Only one (1) GRF pre-approved storage unit may be placed in the space. A list of approved storage units can be obtained from the RVL Attendant.

11. The Recreation Department may request that GRF approved QRV will be moved as required for maintenance of the RVL. When a ten (10) day notice has been issued, and if the QRV has not been moved, Staff may move the QRV or have the vehicle moved or towed. All costs incurred will then be charged to the GRF Member leasing the space.

12. Annual billing will be sent to every lessee in the RVL prior to June 1st. A prorated refund will be given only if the space is cancelled by GRF during the lease period.

13. The RVL access shall only be granted to those GRF Members having a RVL lot lease. A maximum of one key and one remote per space will be issued. Keys and remotes are the property of the GRF and are issued by the RVL Attendant upon signing a lease for a space. The GRF Member will be the only one issued a key and remote for access to the RVL. The GRF Member may not give or loan their key or remote to anyone. **Non-residents will not be allowed entry into the RVL without the GRF Member being present. The GRF Member must remain with the guest during the duration of their time in the RVL. All QRV will need to be driven or towed off of the lot by the Lessee. Authorization for entry letters will not be allowed. The Lessee is responsible for their guests at all times.**

14. The Recreation Department will charge a deposit for the key and remote. This fee is refundable upon key and remote return to the GRF Recreation Department. Altering or reprogramming remotes or duplicating the key, will result in disciplinary action and/or the termination of the RVL lease and/or tow of the QRV. **No one without a QRV in the RVL shall have a remote or key. Anyone using same will be removed from the RVL, have the remote and key taken and will no longer be allowed in the RVL, even as a guest.**

15. A current copy of the *Recreational Vehicle Lot (RVL) Rules and Regulations Policy* ~~1487-50~~ 70-1487-1 and *Fees and Fines for the RVL* ~~70-1487-2~~ 1487-01-50, will be issued to the responsible party of the leased space at the time of application. The GRF Recreation Department will notify the GRF Member when Policy 70-1487-1 ~~1487-50~~ or 70-1487-2 ~~1487-01-50~~ are revised by the GRF.

16. The GRF BOD has authorized the Policy/Parking Review Violation (PRV) Panel to review all citations specific to the RVL, Policy 70-1487-1 ~~1487-50~~, and has authorized the GRF Recreation Department to strictly enforce the GRF RVL Policy 70-1487-1 ~~1487-50~~ and 70-1487-2 ~~1487-01-50~~ noted herein. The GRF BOD has authorized the Recreation Department to tow or remove vehicles or property in violation of this policy,

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Recreational Vehicle Lot (RVL) – Rules and Regulations

from the RVL at the member's expense. Any exceptions to Policy 70-1487-1 1487-50 or 70-1487-2 1487.01-50 require the written approval of the Executive Director or designee and BOD President of the Golden Rain Foundation. Member ~~Violation~~ citation records shall be kept for three (3) years. The GRF BOD has established penalties for violations and has noted them on the fine schedule in Policy 70-1487-2 1487.01-50. Penalties may be greater for repeated violations within a three (3) year period.

17. It is prohibited to allow QRV slide outs to be extended. Exception: when using the charging station.
18. It is prohibited to operate a generator in an unattended QRV. When the GRF Security or RVL Staff observes an infraction of this rule, the QRV will be issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
19. If a QRV is occupied (lived in) while it is parked in the RVL, the responsible GRF Member will be subject to disciplinary action by the GRF PRV Panel. This violation may terminate the lease and/or tow of the QRV.
20. The speed limit within the RVL is five (5) miles per hour.
21. Drivers must observe established roadways. NO driving through or across any unoccupied spaces is permitted.
22. Drivers must follow the natural angle of entry and departure to and from their space.
23. Drivers shall not short the acute angle, nor cross lines or marked corners.
24. No off road vehicles are to be driven in the lot at any time, but the GRF Member may load and unload them from their trailer.
25. All vehicles stored in the RVL must be operational at all times. Operational is defined as "in use, in working order or ready to use."
26. No QRV stored in the RVL shall be on a planned non-operation (PNO) status.
27. All QRV leasing a space in the RVL must have a valid GRF RVL use ID sticker, clearly placed on the vehicle.
28. Members shall not engage in any conduct that creates a nuisance or otherwise interferes with the use and enjoyment of other Members' spaces or adjacent residences.
29. All of the conditions of the Lease must be followed at all times.
30. The use of the Dump station is for Lessees only and all posted procedures shall be strictly followed. An exception may be granted at the discretion of the RD.
31. No repairs of any kind shall take place at the charging station.
32. QRV listed for sale shall be approved by the RVL Attendant and posted on the bulletin board by the lot entrance. All sales must be by the owner only. No second party or broker sales will be allowed in the RVL. No "For Sale" signs are to be posted on the

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Recreational Vehicle Lot (RVL) – Rules and Regulations

- 197 QRV.
- 198 33. Anyone selling a QRV that belongs to another can have their RVL privileges suspended
199 or revoked and their lease canceled and/or the QRV towed.
- 200 34. No pets are allowed in the RVL other than to transfer the pet from one vehicle to the
201 other.
- 202 35. The pedestrian gate must be locked immediately after passing through at all times.
- 203 36. Guests shall not drive or leave their vehicles in the RVL at any time. This includes golf
204 carts.
- 205 37. Spaces are NOT transferrable. If a QRV is replaced for the same type and size, then a
206 Lessee can maintain their space, but the Lessee must notify the RVL Attendant and
207 update their paperwork. If the QRV is smaller, it may result in a mandatory space
208 change.
- 209 38. If the Lessee sells their vehicle, that space is not transferable. If the buyer is a GRF
210 Member an A/R and is requesting a space in the RVL, they must be added to the waiting
211 list in the chronological order of the request.
- 212 39. Lessees are required to keep the area around their QRV clean and free of debris and
213 clutter at all times.
214
- 215 39.1. All trash is to be placed in trash containers
- 216 39.2. No debris shall be tossed onto the ground
- 217 39.3. No hazardous materials are to be disposed of in the RVL (i.e., batteries, tires,
218 anti-freeze and other vehicle fluids)
- 219 39.4. ~~GRF Members~~ Lessees should be conscious of standing water and make
220 every effort to avoid this (i.e., drain plug pulled, covers taut, etc.)
- 221 39.5. Tarps and covers must not be frayed or torn or create an appearance of
222 neglect
223
- 224 40. It is prohibited to level, support or raise QRV, trailers or vehicle frames with anything
225 other than permanently installed jacks.
- 226 41. Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in an
227 unoccupied ~~GRF Member's~~ space. Abandoned materials may be discarded by the GRF
228 RVL Staff, without notice to the Member A/R.
- 229 42. Damage caused to GRF property or another Lessee's property must be reported to the
230 RVL Attendant immediately or in his/her absence to the Security Department, and
231 liability will be assumed by the damaging party. Failure to do so may result in
232 immediate accordance with the California DMV Code Section 20002.
- 233 43. No unapproved work or maintenance shall be done to any vehicle while in the RVL,
234 unless provided by Policy 70-1487-2 1487.02-50.

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Recreational Vehicle Lot (RVL) – Rules and Regulations

- 235 44. One vehicle may remain in the Lessee's space when the QRV is being used on a trip.
236 The vehicle must have a valid GRF Security issued decal on their windshield. No GRF
237 Member-visitor passes are allowed. A Lot use pass must be obtained from the RVL
238 Attendant and posted on the dashboard of the vehicle during the Member's A/R's trip.
- 239 45. Any prior RV or vehicle Parking Storage Lot Rules and Regulations or agreements in
240 existence at the time of Policy 70-1487-1 1487-50 and Policy 70-1487-2 1487.01-50;
241 adoption, are superseded and canceled.
- 242 46. Non-payment of fees in addition to any late fees incurred may result in the disciplinary
243 procedures being implemented by GRF and imposition of fines up to \$500 and/or
244 cancellation of lease.
- 245 47. If an issued citation has not been addressed/corrected by the Member Lessee within
246 thirty (30) days of notification, a second citation will be issued. If the Member Lessee
247 continues to ignore the violation, the GRF PRV Panel may recommend to the GRF
248 BOD, the termination of the lease and/or tow of the QRV.
249
250

Document History

Adopted: 27 Feb 18 Amended: 23 Jul 19 Amended: 23 Dec 20

Keywords: RV Recreational Lot Rules Recreation
Vehicle



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **FINAL VOTE:** AMEND 70-1428-3 CLUBHOUSE ARTWORK DISPLAYS
DATE: JULY 19, 2021
CC: FILE

At the May 3, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors to amend 70-1428-3, Clubhouse Artwork Displays.

At the May 25 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 June 24 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 item of correspondence was received during the 28-day notification to the membership period.

I move to amend 70-1428-3, Clubhouse Artwork Displays, updating document language, and establishing the terms for displaying artwork, including display location, length of display period, artwork content, sales, and publicity, as presented.



RECREATION

Clubhouse Artwork Displays

1. All clubhouses and Trust property are available for the temporary display of artwork created by Golden Rain Foundation Authorized Residents (A/R's) (GRF) Members as space permits.
- 4.2. The Recreation Department (RD) head, in consultation with the Architectural Design and Review (ADR) Committee (ADRC), is responsible for the display of such artwork in the clubhouses.
3. Display of artwork is at the discretion of the Recreation Department RD head head, in consultation with representatives of arts and crafts clubs and/or the ADRC, to make the selections for display.
4. In Clubhouse Three, all hanging artwork on display must be hung using the display system; the wall behind the display system is not to be tampered with or damaged in any way. Exhibitors assume responsibility for any damage to GRF property.
5. Each display will remain in place for a mutually agreed upon time – generally for a period of two three months.
6. No display will remain in place indefinitely. Permanent display of artwork or pictures will not be permitted without specific permission of the Recreation Department RD head in consultation with ADRC.
- ~~All artwork is the responsibility of the owner. In case of loss or damage, the owner will hold harmless the (GRF) for any loss or damage to same.~~
7. The GRF assumes no responsibility for loss, damage, or destruction of items while in transit, while on display, or during the set-up or take down of the exhibit. All items brought to and placed in the display space are done so at the owner's risk.
8. The GRF will not provide storage for the property of organizations or individuals displaying the on GRF Trust Property. (this includes items used in preparation for the setting up or removal of a display).
- ~~Set-up and removal of displays should take place in as concise a time as possible.~~
- 2.9. The setting up and removing of display materials is the responsibility of the Artist/Club and must be done at the days and times agreed upon with the RD. –Recreation Committee.
10. GRF Reserves the right to dismantle an exhibit that has been left past the assigned display time.

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

Clubhouse Artwork Displays

3. ~~Permanent display of artwork or pictures will not be permitted without specific permission of the Recreation Department head in consultation with the ADR.~~

11. Honorariums earned by members or clubs may be temporarily or permanently displayed at the discretion of the Recreation Department head in consultation with ADRC.

12. Guidelines Content:

12.1. All Artists shall present their exhibits in a tasteful, artistic, and professional looking manner.

12.2. Granting of permission to display materials does not imply GRF endorsement of content; nor will the GRF accept responsibility for the accuracy or inaccuracy of statements made in such materials.

12.3. All displays must meet existing State and Federal laws on obscenity, libel, defamation of character, and invasion of privacy. Displays may not promote or represent any activity or purpose that is in violation of local, state, or federal ordinances or laws, including copyright and public performance laws.

12.4. Displays may not oppose or support either a candidate for elective office or an issue appearing on the ballot.

12.5. Displays may not be used for either promotion or opposition of specific religious or philosophical/motivational groups.

12.6. No exhibitor may solicit ~~members~~ for contributions in their exhibits.

12.7. Prospective exhibitors should keep in mind that the display space is located in a very open and prominent part of the Clubhouse; as such, it will be viewable by all residents. Accordingly, the GRF discourages proposed exhibitions that include significant elements of sexually explicit imagery, nudity, or graphic depictions of violence.

12.8. The name of the artist/group responsible for the display may be included in clear view as a part of the display.

13. Sales:

13.1. The GRF is not in any way involved in the sale of items on display. Prices for items may not be displayed on the artwork on Trust Property ~~at the GRF~~ nor included on any information ~~handout. provided to/by the GRF.~~ The artist(s) may provide his/her/their name(s) and contact information, either as a part of the exhibit or as a separate ~~handout~~ and handle resident requests for information on prices and sales directly. However, any sales of exhibited materials must take place after the exhibit has ended. No works of art may be removed during the exhibit period.

14. Publicity:

4.14.1. A short ~~A short~~ description, with or without photograph(s), of the display may be included in the LW Weekly advertising, including the GRF website, events handouts, newspaper article, or other community newsletter/news outlet. All publicity created by the



RECREATION

Clubhouse Artwork Displays

GRF, and any photographic or written record of any exhibit, is the property of the GRF, and the artist/exhibitor recognizes, agrees, and authorizes the GRF to make whatever use of such, at any time into the future, the GRF deems appropriate.

~~5. All artwork is the responsibility of the owner. In case of loss or damage, the owner will hold harmless the (GRF) for any loss or damage to same.~~

GRF President's office and employees' offices are exempt from this policy.

Document History

Adopted:	21 Sep 71	Amended:	16 Oct 73	Amended:	18 Dec 73
Amended:	21 Jan 75	Amended:	15 Jul 80	Amended:	19 Mar 91
Amended:	29 May 14	Amended:	19 Dec 14	Amended:	22 Aug 17
Reviewed:	07 Aug 18	Amended:	23 Jul 19		

Keywords: Clubhouse Art Display Recreation



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **FINAL VOTE:** AMEND 70-1411-1 FACILITY RESERVATIONS
DATE: JULY 19, 2021
CC: FILE

At the May 3, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 70-1411-1, Facility Reservations.

At the May 25 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 June 24 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 item of correspondence was received during the 28-day notification to the membership period.

I move to amend 70-1411-1, Facilities Reservations, updating document language, reducing the number of weekly reservations from three to one, with additional reservations at the discretion of the Recreation Director, and prohibiting recurring holiday reservations, as presented.

RECREATION

70-1411-1

Facility Reservations



The Golden Rain Foundation (GRF) Trust facilities will be made available for the use of all ~~Members~~ Authorized Residents (A/R's). The Recreation Department is designated to schedule the use of the clubhouses and other recreational facilities. The Recreation Department head is responsible for the equitable application of this policy.

1. RESERVATIONS WILL BE PLANNED TO PROVIDE FOR THE FOLLOWING NEEDS:

- 1.1. Facilities for the GRF, Mutual boards and committees;
- 1.2. Special events sponsored by the Recreation Department;
- 1.3. Facilities for religious services;
- 1.4. Facilities for Holidays;
- 1.5. Programs and/or functions that provide important information or services for the benefit of all Members will be determined administratively;
- 1.6. Facilities for recognized GRF clubs/organizations;
- 1.7. Reservations for private parties must be made by and/or be for Members only;
- 1.8. All regularly scheduled reservations will be automatically cancelled on the following holidays each year: Thanksgiving, Christmas, New Year's Eve and New Year's Day;
 - 1.8.1. The Golden Age Foundation may use the hospitality area of Clubhouse Six (6) on any holiday for the benefit of the Members.
- 1.9. Some scheduled reservations may be canceled on Election Days as required, if the clubhouse is to be used for polling, with advance notice to the club/organization; and
- ~~1.10. The Clubhouse Two (2) Card Room is unavailable for reservations and is open for use on a first come first basis whenever the clubhouse is open.~~

2. RESERVATION PROCEDURES

The Recreation Department will supply Community Facility Application forms for Members desiring to make a reservation in a clubhouse or other recreational facility.

- 2.1. GRF, Mutual boards and committees may make a reservation for meetings without the completion of the standard form.
- 2.2. The club or organization desiring a reservation must designate a responsible ~~Member~~ A/R's to arrange for the reservation and the setup required. Any communication between the Recreation Department and the club will be

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION

70-1411-1

Facility Reservations



through the designated Member A/R.

2.3. Members must pay a \$200 deposit to use a clubhouse or the Clubhouse One (1) Picnic area. The deposit must be paid ten (10) days prior to the event as a good faith deposit against any damage to the facility or overtime charges. (See policy 1406-50) The deposit will be returned or refunded, less any fee for damages or overtime, within ten (10) working days.

2.4. The facility must be signed for at the time the request is made.

2.5. A complete setup plan must be in the Recreation Office ten (10) days prior to a booked event or the event is automatically canceled. If a caterer is to be used, the caterer's name must be on the application (See policy 1431-50).

2.6. Clubs or Organizations registered with the Recreation Department may make a clubhouse reservation for ~~as many as three (3) meeting periods per week~~ once a week on a regular basis, subject to availability. Additional one-time reservations in the same week may be permitted at the discretion of the RD.

2.6.2.7. Clubs, Organizations and Mutuels may not reserve Trust Property space on a recurring basis for holiday events. In case of a conflict, space will be awarded by lottery.

2.7.2.8. The limitation on private parties is intended to limit the use of the clubhouse facilities to functions directly related to ~~Members A/R's~~. Functions honoring nonmembers, or relating to nonmembers, cannot be scheduled. Reservations and arrangements can only be made in person by an A/R Member.

2.8.2.9. Adult classes sponsored by the GRF will be supervised by the Recreation Department and will be given the same status as a reservation for recognized clubs. The use of a room or facility and its equipment by a regularly scheduled class will be available only to regularly enrolled students in that class. (See policy 1710-50.)

2.9.2.10. Individuals may not reserve any community facility on a regular basis.

2.10.2.11. All reserved activities in the clubhouses will be held between the hours of 7:30 am and 10:00 pm. Any event extending beyond these hours will be charged overtime at the current rate in accordance with the janitorial contract. In the event of overtime, a minimum of one-hour increments will be charged.

2.10.1.2.11.1. In order for arrangements to be made with the janitorial contractor to provide the appropriate number of staff, advance notice of possible overtime must be given by the A/R Member at the time the reservation is made.

3. CLUBHOUSE CLEANING STANDARDS

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION

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Facility Reservations



All clubs/organizations using GRF Trust kitchen facilities are held responsible for the cleaning of kitchens and kitchen equipment. All facilities and appliances are to be left clean and orderly.

3.1. All dishes and silverware ~~is~~ are to be properly washed, dried and placed neatly in the cupboards and drawers.

3.2. Refrigerators, stove tops, ovens, coffee urns and dishwashers are to be left clean.

3.2.1. The coffee urns are to be assembled in a unit following cleaning and drying.

3.3. Counter and table tops are to be thoroughly scrubbed and washed down.

3.4. Shelves from refrigerators and stoves which have been removed are to be replaced.

3.5. All areas of the Clubhouse One (1) Picnic Area must be cleaned by the reserving Member A/R, except for the BBQ, which will be cleaned by the custodian.

When Member A/R's or club/organization does not leave the kitchen facilities in a reasonably clean and sanitary condition, the clubhouse custodian will do the necessary cleaning and report time and cost involved to the Recreation Department. The Member A/R's or club/organization having last used the facilities will be charged. Any such charge must be paid before the Member A/R or club/organization can make any further reservations for use of any Trust facility. The Recreation Department is authorized to refuse further use of the Trust facilities to any Member A/R or club/organization which does not comply with the cleaning standards. This authority includes the right to decide who has violated the regulation. The reports made by the clubhouse custodian may be used as evidence in this determination.

4. RESERVATIONS BY OUTSIDE ORGANIZATIONS

The Executive Director, with the Recreation Committee's approval, is authorized to permit outside organizations and persons to use the clubhouse facilities when a service will be performed which will be of benefit to the A/R's GRF Members.

4.1. This policy is interpreted to include, but not be restricted to, the following:

4.1.1.1. Elected Officials;

4.1.1.2. Utility company representatives;

4.1.1.3. Governmental Agencies; and

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119 4.1.1.4. Special events.

120
121 4.2. The Executive Director is authorized to approve the following without the
122 Recreation Committee's prior approval:

123
124 4.2.1. Registrar of Voters and official polling places.

125 5. **AMPHITHEATER RESERVATIONS**

126 All uses of the Amphitheater is scheduled by the Recreation Department.

127 5.1 Priorities for Amphitheater use are:

128
129 5.1.1 Golden Rain Foundation (GRF) and Mutual annual or special
130 stockholder's meetings;

131 5.1.2 Recreation Department sponsored programs and public functions; or

132 5.1.3 Recognized club meetings and programs needing large seating
133 capacity.

134 5.1.4 Any recognized political club of the GRF may obtain reservations for
135 the Amphitheater when they desire to hold an event.

136 5.1.5 The club sponsoring the meeting will be required to meet the
137 following special conditions:

138
139 5.1.5.1 Accept full financial responsibility for any facilities or
140 services provided at the request of the news media
141 or the political organization involved;

142 5.1.5.2 Notify any concerned individuals that guests other
143 than the official party can be admitted only by
144 individual invitation extended by a Member of GRF;

145 5.1.5.3 Give written notice to staff members where their
146 participation or assistance is requested; and

147 5.1.5.4 Hire any staff needed to ensure the fire-permit rules
148 and regulations are enforced. These include capacity
149 limits (2,500) and ensuring no one sits or stands in
150 the aisles.

151
152 The Security Services Director is responsible for making the necessary contacts with the
153 Seal Beach Police Department and security personnel accompanying the official party.

154
155
156
(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

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Document History

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Keywords: Facility Reservation Amphitheater Outside Recreation Organization



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS AND TRAFFIC (SBT) COMMITTEE - GRANT WINFORD
SUBJECT: CONCEPTUAL APPROVAL – TRANSPORTATION CONSULTANT
DATE: JULY 27, 2021
CC: FILE

The transportation staff and the Security, Bus and Traffic Committee is seeking conceptual approval to research for a transportation consultant and the associated cost of the consultant. The consultant is being sought to evaluate the existing internal bus service operations and to provide input and recommendations on future internal bus service operations. Preliminary goals of the transportation consultant will include the following:

I move to conceptually approve the seeking of proposals from professional transportation consultant to:

1. Complete evaluation of internal Minibus and Access Bus operations.
2. Meet with GRF fleet manager, bus driver staff, and SBT members.
3. Meet or survey bus customers / users.
4. Evaluate passenger service usage and needs and provide recommendations for current and future bus operations.
5. Evaluate costs and provide recommendations to control costs and improve efficiencies of internal bus service operations.

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