



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

BOARD OF DIRECTORS

Agenda

Wednesday, August 3, 2022, 10:00 a.m.
Clubhouse Four/Zoom

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. Member/Correspondence Comments (pp.1-4)

6. Consent Calendar

- a. Committee meetings for the Month of May 2022 **(pp.5-6)**
 - i. Minutes of the Recreation Committee Meeting of May 2, 2022
 - ii. Minutes of the Physical Property Committee Meeting of May 4, 2022
 - iii. Minutes of the GRF Administration Committee Meeting of May 5, 2022
 - iv. Minutes of the Communication/IT Committee Meeting of May 12, 2022
 - v. Minutes of the Strategic Planning Ad Hoc Committee Meeting of May 18, 2022
- b. Special GRF Board of Directors Minutes, June 2022
 - i. Election Minutes from June 7, 2022 **(pp.7-10)**
 - ii. Organizational Minutes from June 14, 2022 **(pp.11-12)**
 - iii. Ratification Minutes from June 17, 2022 **(pp.13-16)**
- c. GRF Board of Directors Minutes May 24, 2022 **(pp.17-32)**
- d. Approve Capital Funds Investment Purchase **(pp.33-34)**
- e. Approve Reserve Funds Investment Purchase **(pp.35-36)**
- f. Acceptance of the Interim Financial Statements, June 2022, for Audit **(pp.37-44)**

7. Ad Hoc Reports

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

8. New Business

a. Physical Property Committee

- i. Capital Funding Request – Mini Farm Design (**Camille Thompson, pp.45-52**)
- ii. Capital Funding Request – Operational Analysis Traffic – Saint Andrews and Golden Rain (**Donna Gambol, pp.53-60**)
- iii. Capital Funding Request – Shade Structure at Aquatic Center (**Lee Melody, pp.61-66**)

b. Recreation Committee

- i. Approve Golf Ball Removal – Turtle Lake Golf Course Contract (**Susan Jacquelin, pp.67-72**)
- ii. Capital Funding Request – Holiday Tree Replacement (**Susan Hopewell, pp.73-78**)
- iii. Approve Holiday Lighting and Decorations Contract (**Camille Thompson, pp.79-84**)
- iv. Approve Donation from Friends of the Library (**Leah Perrotti, pp.85-86**)

c. Security, Bus & Traffic Committee

- i. Operating Funding Request – Parking Enforcement System (**Teri Nugent, pp.87-90**)
- ii. Approve Annual Entry Passes (**Tony Dodero, pp.91-94**)

9. Board Member Comments

10. Next Meeting

Tuesday, August 23, 2022, GRF Board Meeting in Clubhouse Four/Virtual

11. Adjournment

From: Paul Klevgard
Sent: Saturday, July 9, 2022 2:45 PM
To: GRF Board
Subject: carpenter shops....

Board Members All,

It was regrettable and most inconvenient for you to close both carpentry shops while the new one is not available and probably won't be for some time. If it was for lack of on-site supervisors, how does that change for the new shop?

As a user of these shops, I have a request. Please have all the "scrap" wood from the old shops transferred to the new shop.

Those "scraps" are valuable; lacking them we have to drive to the Home Depot or Lowe's lumber yard and purchase expensive wood when maybe we only need a small piece 3 inches by 4 inches; or maybe we need a thin slat to fashion into a stake for our vegetable garden. A hundred-and-one uses for these wood "scraps."

Thanks in advance,
Paul Klevgard

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Questions to GRF

1. The Board has an important decision to make regarding the use of the 1.8 acres. The first option you are considering involves keeping the space as a place for gardening.

Q: Whatever the final decision, can the Board please insure ALL Leisure World residents will have access to this space, and not just a select few, as before ?

2. It appears we are going to use speed cushions to slow traffic and increase safety on our streets. That's great. The location selected on Thunderbird is not a good choice. It has parking on both sides and cars already slow naturally, as a result of the narrow space caused by oncoming traffic. Also, I have lived here 13 years, passing that spot daily, and have never known of an accident or seen cars speeding.

Q: Will you review this and select a better location for the cushions ?

3. It also appears, pending a vote, you will be using a different traffic service (K2) on a new project. Urban Crossroads has worked with us for some time, but as you will see from the bids, their bid was over three times that of K2, regarding a solution to the left-hand turn questions at Golden Rain and St. Andrews.

Q: As we have seen recently, the law can have more than one interpretation. Would the Board consider taking some of the savings it gained from the bid, to ask K2 for a general review of our community, to see if we could further improve traffic flow and safety ?

Thank you

Paul Pratt



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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 2022 Committee meetings:

a. Committee meetings for the Month of May 2022

- i. Minutes of the Recreation Committee Meeting of May 2, 2022
- ii. Minutes of the Physical Property Committee Meeting of May 4, 2022
- iii. Minutes of the GRF Administration Committee Meeting of May 5, 2022
- iv. Minutes of the Communication/IT Committee Meeting of May 12, 2022
- v. Minutes of the Strategic Planning Ad Hoc Committee Meeting of May 18, 2022

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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**SPECIAL BOARD OF DIRECTORS MEMBERS MEETING –
GOLDEN RAIN FOUNDATION
June 7, 2022**

CALL TO ORDER

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 7, 2022, in Clubhouse Four.

ROLL CALL

Following the roll call, Corporate Secretary Snowden reported that Directors Perrotti, Gambol, Pratt, Snowden, Geffner, Gerber, Thompson, Hopewell, Ableser, Slutsky, Doder, Levine, Mandeville, Damoci, Melody and Isom were present.

Directors Friedman was not present.

Sixteen Board members were present.

Director Massetti joined the meeting at 11:15 a.m.

Director Ableser left the meeting at 12:00 p.m.

Director of Mutual, Jodi Hopkins, Recording Secretary, Tia Makakaufaki, Portfolio Specialist, Ripa Barua and Communications Coordinator, Malena Avila.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Corporate Secretary Snowden.

ANNOUNCEMENTS

The Annual Meeting is scheduled for Tuesday, June 14, 2022 at 2:00 p.m. and the Organizational meeting will be held immediately after, also in Clubhouse Four and via live stream.

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 welcome to observe the counting process via live stream. Once the counting process is underway, the Board will be recessed for the Annual meeting.

SHAREHOLDER/MEMBER COMMENTS

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

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

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

COMMENCE COUNTING PROCESS

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 even-numbered Mutuals.

As a quorum of the Board was present, the counting process began at 10:06 a.m.

GRF BOARD MEETING RECESS

The Board meeting was recessed at 10:06 a.m.

GRF BOARD MEETING CALL TO ORDER

At 12:22 p.m., after the ballot counting was conducted, the meeting resumed.

Lynn Colclough of Accurate Voting Services (AVS), Inc., thanked the Board for engaging AVS to conduct today's election, and advise how the election process was conducted today.

ANNOUNCEMENT RESULTS OF ELECTION PROCESS

Lynn Colclough reported the election results as follows:

Total votes: 1,595 **Abstain:** 125 **Quorum:** 19

Mutual Two: Susan H. Jacquelin, 220; Valerie Kornahrens, 199; Teri Nugent, 247 and Paula Snowden; 195;

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

Mutual Four: **Marsha Gerber**
Mutual Six: **Susan Hopewell**
Mutual Ten: **Carol Levine**
Mutual Twelve: **Carole Damoci**
Mutual Fourteen: **Lee Melody**

The Following GRF Directors were elected, by acclamation:

Mutual Eight: **Camille K. Thompson**

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 June 14, 2022.

GIFT CARD DRAWING

The drawing was held throughout the meeting and conducted by Director Mandeville.

ADJOURNMENT

The meeting was adjourned at 12:26 p.m.

Susan Hopewell- President
GRF Board of Directors
TM 6-07-22

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ORGANIZATIONAL MEETING OF BOARD OF DIRECTORS GOLDEN RAIN FOUNDATION

June 14, 2022

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 Mutual Administration Director, Jodi Hopkins, at 3:43 p.m., on Tuesday, June 14, 2022, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Mutual Administration Director.

ROLL CALL

Following the roll call, Recording Secretary Tia Makakaufaki reported that Directors Perrotti, Gambol, Nugent, Jacqueline, Geffner, Gerber, Thompson, Hopewell, Ableser, C. Thompson, Dodero, Levine, Damoci, Melody, Friedman, Isom and Massetti were present.

Director Mandeville was not present.

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

BEGIN PROCESS OF ORGANIZATION

The Mutual Administration Director called for nominations for the office of President. Ms. Hopewell nominated Mrs. Damoci and Mrs. Perrotti nominated Ms. Gerber. Ms. Gerber was elected President for the 2022/2023 term.

President thanked the Board members for their support and opened nominations for the office of Vice President. Ms. Gerber nominated Mr. Thompson and Mr. Melody nominated Mr. Friedman. Mr. Thompson was elected Vice President for the 2022/2023 term.

Nominations were opened for the office of Corporate Secretary. Ms. Gerber nominated Ms. Levine. There being no further nominations, Ms. Levine was declared, by acclamation, Corporate Secretary of the Board, for the 2022/2023 term.

Nominations were opened for the office of Treasurer. Ms. Hopewell nominated Mr. Friedman. There being no further nominations, Mr. Friedman was declared, by acclamation, Corporate Secretary of the Board, for the 2022/2023 term.

ANNOUNCEMENTS

The President announced that there will be a Special GRF Board meeting on Friday, June 17, 2022 at 1 p.m., to ratify the Committee, Ad hoc Committee and HCC Advisory Board Committee assignments in Clubhouse Four and via live stream.

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

The meeting was adjourned at 3:58 p.m.

Carol Levine, Corporate Secretary
Board of Directors
TM:06.15.22



RATIFYING COMMITTEE MEETING OF BOARD OF DIRECTORS GOLDEN RAIN FOUNDATION

June 17, 2022

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 Gerber, at 1:00 p.m., on Friday, June 17, 2022, in Clubhouse Four and live streamed.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by President Gerber.

ROLL CALL

Following the roll call, Recording Secretary Tia Makakaufaki reported that Directors Perrotti, Gambol, Nugent, Jacqueline, Geffner, Gerber, Thompson, Hopewell, C. Thompson, Doderer, Levine, Damoci, Melody, Friedman, Isom and Massetti were present.

Director Ableser and Mandeville was not present.

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

ANNOUNCEMENTS

The Board met on June 14, 2022, 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: Marsha Gerber, President; William Thompson, Vice President; Carol Levine, Corporate Secretary; and Phil Friedman, 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.

NEW BUSINESS

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.

Mr. Massetti moved, seconded by Ms. Gambol 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.

The motion passed with two Abstentions (Director Hopewell and Dodero).

PEDESTRIAN GATE AT ST. ANDREWS

The Pedestrian Gate at St. Andrews has been un-operational for the past couple of months. Certain components for the gate are under warrant, but the previous contractor is not cooperating and has abandoned the job, forcing the Physical Properties Department to obtain a quote from Axxess Doors to repair the Pedestrian Gate at the cost not to exceed 5,616.26.

At the Golden Rain Foundation Board Executive Meeting of June 3, 2022, the Board moved and approved to ratify this repair at the June 17, 2022 meeting.

Note: Contractor holding warranty will be sent an invoice for this repair and complaint filed with CSCLB.

Mr. Melody moved, seconded by Mr. Massetti and carried unanimously by the Board members present-

TO approve Axxess Doors to repair the Pedestrian Gate at Saint Andrews at the cost not to exceed \$5,616.26 and authorize the President sign the contract.

AMEND 30-5020-1, ORGANIZATION OF THE BOARD

At the scheduled work study for governing documents on June 7, 2022 the GRF Board of Directors moved to recommend the GRF Board of Directors to Amend 30-5020-1, Organization of the Board as presented.

Mr. Thompson moved, seconded by Mr. Dodero and carried unanimously by the Board members present-

TO amend 30-5020-1, Organization of the Board as presented.

AMEND 30-5167-3, STRATEGIC PLANNING COMMITTEE AD HOC COMMITTEE CHARTER

At the scheduled work study for governing documents on June 7, 2022 the GRF Board of Directors moved to recommend the GRF Board of Directors to Amend 30-5167-3, Strategic Planning Committee Ad Hoc Committee Charter as presented.

Mrs. Perrotti moved, seconded by Ms. Levine and carried unanimously by the Board members present-

TO amend 30-5167-3, Strategic Planning Committee Ad Hoc
Committee Charter as presented.

AMEND 20-5125-3, COMMUNICATION COMMITTEE CHARTER

At the scheduled work study for governing documents on June 7, 2022 the GRF Board of Directors moved to recommend the GRF Board of Directors to Amend 20-5125-3, Communication/ITS Committee Charter as presented.

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

TO amend 20-5125-3, Communication Committee Charter as presented.

AMEND 20-5118-3, ITS COMMITTEE CHARTER

At the scheduled work study for governing documents on June 7, 2022 the GRF Board of Directors moved to recommend the GRF Board of Directors to Amend 20-5118-3, ITS Committee Charter as presented.

Mr. Dodero moved, seconded by Ms. Isom and carried unanimously by the Board members present-

TO amend 20-5118-3, ITS Committee Charter as presented.

BOARD MEMBER COMMENTS

Sixteen Director provided comments.

ADJOURNMENT

The meeting was adjourned at 1:42 p.m.

Carol Levine, Corporate Secretary
Board of Directors
TM:06.17.22

DRAFT



**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
May 24, 2022**

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 24, 2022, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Mike Jurado, from MJ Jurado Construction, led the Pledge of Allegiance.

President Hopewell presented a plaque to Mike Jurado in appreciation for his service to the LWSB Community.

ROLL CALL

Following the roll call, Corporate Secretary Paula Snowden reported that Directors Perrotti, Gambol, Pratt, Snowden, Geffner, Gerber, Thompson, Hopewell, Ableser, Slutsky, Doderio, Levine, Mandeville, Damoci, Melody, Friedman, Isom and Massetti were present.

The Director of Finance Carolyn Miller; Facilities Director Mark Weaver; and Recording Secretary Tia Makakaufaki were also present.

Human Resources Director LeAnn Dillman; Mutual Administration Director Jodi Hopkins; IT Manager Marcelo Mario; and Laurie Sowa-Westwood from Burnham Gibson were present, via Zoom.

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

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 to July.

SEAL BEACH COUNCIL MEMBER'S REPORT

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

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter a comment 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

One member offered a comment at the meeting, and two members submitted written comments prior to the meeting.

AD HOC REPORTS

Reports from the Chairs of the Governing Documents Ad hoc Committee, Strategic Planning Ad hoc Committee, and Website Redesign Ad hoc Committee were presented.

The Bulk Cable Ad hoc Committee's final report was read by Chair Mr. Massetti.

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

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

Two Directors spoke on this motion.

NEW BUSINESS

GENERAL

Emergency Addition to Agenda

Emergency/immediate action is requested to add to the May 24, 2022, GRF Board agenda. The action item, under General; aii; 401(k) Plan Eligibility. Board action is requested under provisions of Civil Code 4930(d).

Agenda Exception. *The statute provides an exception for emergencies. If an item needs to be added to the agenda after it was posted, it can be added as follows ([Civ. Code §4930\(d\)](#)):*

1. *Upon a determination made by a majority of the board present at the meeting that an emergency situation exists.*
2. *Upon a determination made by the board by a vote of two-thirds of the directors present at the meeting, or, if less than two-thirds of total membership of the board is present at the meeting, by a unanimous vote of the directors present, that there is a need to take immediate action and that the need for action came to the attention of the board after the agenda was distributed pursuant to subdivision (a) of [Section 4920](#).*
3. *The item appeared on an agenda that was distributed pursuant to subdivision (a) of [Section 4920](#) for a prior meeting of the board that occurred not more than 30 calendar days before the date that action is taken on the item and, at the prior meeting, action on the item was continued to the meeting at which the action is taken.*

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 §4930\(d\)\(1\)](#) .)*

The basis for the Emergency/immediate action is that on May 19, 2022, the 401(k) Investment Committee reviewed, discussed, and unanimously approved enriching the current 401(k) plan in an effort to boost employees' retirement security and improve employee retention. If approved, the completed paperwork is due by the end of this month for a July start date.

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

To add the Emergency Item – 401(k) Plan Eligibility to the Board agenda.

Two Directors spoke on this motion.

Approve Vacation Policy

As our community and the world is emerging from the pandemic and after two years of disruption, the Foundation is experiencing higher staff turnover and has recognized the importance of retaining and attracting talented employees in this fiercely competitive market. The Board has identified this unique opportunity and is reviewing salaries, pay grades, and employee benefits as demonstrated by the recent 5% economic adjustment, current salary reviews, and the enhancement of the healthcare benefits offered.

At its May 5, 2022, Executive Session, the GRF Administration Committee discussed the existing vacation accrual. The Committee identified the ability to improve this time-off policy. Per the current 2020 Employee Handbook, Section VII, Item D, GRF has two (2) existing vacation policies. The current vacation accrual schedules listed below has been reviewed and evaluated.

Full-time employees hired on or after January 1, 2013, are eligible to accrue vacation benefits in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual	Annual Accrual	Maximum Accrual Balance
0 to 6.99 Years	3.08	80 Hours per Year	120 Hours
7 to 14.99 Years	4.62	120 Hours per Year	180 Hours
15+ Years	6.16	160 Hour per Year	240 Hours

Full-time employees hired before January 1, 2013, are eligible to accrue vacation benefits in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual	Annual Accrual	Maximum Accrual Balance
0 to 4.99 Years	3.08	80 Hours per Year	120 Hours
5 to 9.99 Years	4.62	120 Hours per Year	180 Hours
10+ Years	6.16	160 Hours per Year	240 Hours

Based upon the discussion, the Committee concluded that the vacation accrual benefit required revision to remain competitive.

The proposed revision to the vacation accrual schedule would establish one (1) policy and would adjust the rates of accrual. These changes are reflected below.

Full-time, benefit eligible employees. are eligible to accrue vacation benefits in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual	Annual Accrual	Maximum Accrual Balance
0 to 3.99 years	3.08 hours	80 Hours per year	120 hours
4 to 7.99 years	4.62 hours	120 Hours per year	180 hours
8 to 9.99 years	6.16 hours	160 Hours per year	240 hours
10+ years	7.69 hours	200 hours per year	300 hours

Additionally, the Committee recommends that employees who are at their maximum accrual balance, be allowed to request cash out a maximum of two (2) weeks' pay (80 hours) by November 30th of each year. In order to cash out, employees must leave a minimum of half (½) unused and accrued balance.

Mrs. Damoci MOVED, seconded by Ms. Hopewell present –

TO amend the action request to require the GRF Administration
Committee to review in July the mandatory vacation policy.

Four Directors and Human Resources Director spoke on the motion.

The motion passed with six no votes (Directors Pratt, Geffner, Gerber, Levine, Friedman and Massetti.)

Ms. Snowden MOVED, seconded by Mr. Mandeville present –

TO approve the adoption of the proposed employee vacation accrual benefit, Section VII, Item D, of the current 2020 Employee Handbook as stated above and include the additional cash-out opportunity also defined above and require the GRF Committee to review in July the mandatory vacation policy.

The motion passed with two no votes (Directors Geffner and Melody).

Emergency Item – 401(k) Plan Eligibility

At its meeting on May 19, 2022, the 401(k) Investment Committee reviewed, discussed, and unanimously approved enriching the current 401(k) plan in an effort to boost employees' retirement security and improve employee retention.

The proposed revision to the 401(k) eligibility would include two (2) amendments to the plan design of eligibility and entry. Currently, to be eligible to enroll in the 401(k) plan, employees must meet a minimum service of one (1) year and 1,000 hours of service. The Committee voted and unanimously approved to change the eligibility to align with the eligibility of the health benefits, which is thirty (30) days. The plan entry would be the first of the month following the date of initial eligibility.

Furthermore, the Committee voted and unanimously approved the change of contribution and company matching. Currently, GRF matches 50% for each 1% contribution up to 8% (4% maximum match). The approved change would amend the contribution to 50% for every 1% contribution up to 10% (5% maximum match). According to our current plan advisor, by changing the company contribution maximum to 5%, GRF would offer an "exceptional" 401(k) plan.

The estimated budget impact based on the current participation with an additional 1% increase is approximately \$70,000. Currently, there are 75 employees actively participating in the plan and we anticipate a potential increase in the participation of 30 more employees.

To integrate these changes to the plan, Empower would assess a one-time fee of \$375 to process the above listed amendments.

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

TO approve the adoption of the proposed 401(k) plan eligibility and entry dates of the first of the month following thirty (30) days of employment and increase the company maximum contribution to 5% to be effective as soon as administratively feasible and authorize GRF Human Resource Director to sign the required amendments and approve the amendment fees of \$375.

GRF ADMINISTRATION COMMITTEE

FINAL VOTE: Amend 30-5093-1, Authorized Resident Rules Of Conduct

At the March 21, 2022, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 30-5093-1, Authorized Resident Rules of Conduct.

At the March 22, 2022, meeting of the GRF Board of Directors, the Board voted to tentatively amend 30-5093-1, Authorized Resident Rules of Conduct, pending a 28-day notice period to Foundation members. The document draft was published in the March 31st 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**.

Ms. Gerber MOVED, seconded by Mr. Friedman and carried unanimously by the Directors present –

TO amend 30-5093-1, Authorized Resident Rules of Conduct as presented.

Two Directors spoke on the motion.

FINANCE COMMITTEE

GRF Electrical Vehicles – Change in Funding Source

At the April 26, 2022, Golden Rain Foundation Board meeting, the Board approved the purchase of three (3) 2022 model-year Club Card Carryall 510 LSV electric utility vehicles using \$65,000, Capital Funding. Because this purchase is to replace existing electric vehicles, the Finance Committee suggested changing the funding source from Capital Funding to Reserve Funding.

At the May 16, 2022, meeting of the Finance Committee, the Committee passed a motion to request the Board to change the funding source from Capital Funding to Reserve Funding for this purchase.

Ms. Isom MOVED, seconded by Mr. Dodero present –

TO approve the change in funding source from Capital Funding to Reserve Funding of \$65,000 for the purchase of three (3), 2022 model-year Club Card Carryall 510 LSV electric utility vehicles that will be replacing three (3) existing electric vehicles, originally approved by the GRF Board of Directors on April 26, 2022.

The motion passed with one no vote (Director Perrotti).

Three Directors and Facilities Director spoke on the motion.

FINAL VOTE: Amend 40-5061-2, Fees

At the March 21, 2022, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors to amend 40-5061-2, Fees.

At the March 22, 2022, meeting of the GRF Board of Directors, the Board voted to tentatively amend 40-5061-2, Fees, pending a 28-day notice period to Foundation members. The document draft was published in the March 31st edition of the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with Civil Code **§4360**.

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

Mrs. Ableser MOVED, seconded by Mr. Slutsky and carried unanimously by the Directors present –

TO amend 40-5061-2, Fees as presented.

Three Directors spoke on the motion.

MUTUAL ADMINISTRATION COMMITTEE

Amend 50-6101-5 Planning Ahead for my Family

At the May 9, 2022, meeting of the Mutual Administration Committee, the Committee moved to recommend the GRD Board to amend 50-6101-5 Planning Ahead for My Family.

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

TO amend 50-6101-5 Planning Ahead for My Family, updating document language throughout, as presented.

Five Directors spoke on the motion.

PHYSICAL PROPERTY COMMITTEE

Cancel HVAC Contract Clubhouse Six

At the December 21, 2021, meeting of the Board resolved:

TO award a contract to County Heating and Air Inc, to replace the HVAC systems at Clubhouse Six upstairs per the recommended specifications by SPEC Engineering for a cost of \$229,321 and adding a 10% contingency \$22,932 for permits and any unseen extras, total cost not to exceed \$252,253. Funding from Reserves and authorize the President sign the contract.

Design and engineering concerns presented cost issues with the continuation of this project. Staff requested County Heating and Air Inc, to reevaluate the existing system. The contractor made recommendations to keep the existing system with minor modifications.

At the May 4, 2022 meeting of the Physical Property Committee, the Committee moved and approved to recommend to the GRF Board to cancel the contract with County Heating and Air for the replacement HVAC system in Clubhouse Six second floor.

Mr. Friedman MOVED, seconded by Mr. Melody and carried unanimously by the Directors present –

TO cancel the contract with County Heating and Air Inc, to replace the HVAC systems at Clubhouse Six second floor for the cost of \$229,321.

The Facilities Director spoke on the motion.

Reserve Funding Request - Clubhouse Six-HVAC

At the May 4, 2022, meeting of the Physical Property Committee, the Committee moved and approved to recommend to the GRF Board of Directors to award a contract to County Heating & Air Conditioning Inc., to make the needed repairs and upgrades to the existing

HVAC system Clubhouse Six second floor, in the amount not to exceed \$10,000, Reserve Funding.

At the May 16, 2022, meeting of the Finance Committee, the Committee determined that sufficient funds are available for service and repair of Clubhouse Six second floor heat pumps, amount not to exceed \$10,000.00, Reserve Funding.

Mr. Friedman MOVED, seconded by Mr. Melody and carried unanimously by the Directors present –

TO award a contract to County Heating and Air conditioning for service of Clubhouse Six second floor heat pumps, at a cost not to exceed \$10,000, Reserve Funding, and authorize the President to sign the contract.

Two Directors spoke on the motion.

Reserve Funding Request - Trust Street Repairs

Funding in the amount of \$2,169,000 was allocated in the 2022 Reserve Study for Asphalt Resurfacing and Slurry work. (see exhibit A) Streets included in the project are Annandale, Brookline, Burning Tree, Del Monte, El Dorado, Homewood, Mc Kinney, Nassau, North Fairfield, Northwood, Oak Hills, Prestwick, Twin Hills, Scioto, Sunningdale, Shawnee, St John and Tam O' Shanter.

The Physical Property Department sent out a Request for Proposal (RFP) to four different contractors for the Resurfacing and Slurry work (see work scope exhibit B). A mandatory bidders conference was conducted April 14, 2022 MJ Jurado representatives attended. Sealed bids were opened at the regular scheduled meeting of the Physical Property Committee (PPC) on April 6, 2022. The list of bidders and their bids are as follows:

MJ Jurado	\$2,640,303
Griffith Company	Bidding prevailing wage jobs only at this time
R.J. Noble	Not able to bid- too much work
Sully-Miller Contracting	Did not respond to voice and email requests

The Committee discussed the single bid, reasons contractors were not bidding and removing some streets from the project to keep the cost below the allocated amount. However with the cost of materials and labor increasing the Committee concurred to follow through with the scheduled work, recommending the GRF Board award a contract to MJ

Jurado for a cost not to exceed \$2,640,303 and seek Finance Committee (FC) review for the additional \$471,303 of Reserve Funding.

MJ Jurado has also agreed to spread the asphalt grinding as needed at the RV Lot at no additional charge.

At the May 16, 2022, meeting the Finance Committee, the Committee has determined that sufficient funding in the amount of \$2,640,303, Reserve Funding, are available. The Committee placed a temporary hold on these funds pending a Board action to release the funds for this project.

Mrs. Damoci MOVED, seconded by Mr. Dodero and carried unanimously by the Directors present –

TO award a contract to MJ Jurado for the Asphalt Resurfacing and Slurry work as called out in exhibit B, not to exceed \$2,640,303, Reserve Funding and authorize the President to sign the contract.

One Director and the Facilities Director spoke on the motion.

Capital Funding Request – Pit Stop Facility – Electrical Outlets

At the May 4, 2022, meeting of the Physical Property Committee, the Committee moved and approved to recommend the GRF Board of Directors award a contract to Ogan Construction, for adding three 110v electrical outlets to the Pit Stop Facility at 1.8, in the amount of \$6,380.00, to include a 10% contingency for a cost to exceed \$7,018, Capital Funding.

At the May 16, 2022, meeting of the Finance Committee, the Committee determined sufficient funds are available to fund this project, not to exceed \$7,018.00, Capital Funding.

Mr. Melody MOVED, seconded by Mr. Friedman present –

TO award a contract to Ogan Construction, to add three, 110v electrical outlets to the Pit Stop Facility at 1.8 acre, in an amount not to exceed \$7,018, Capital Funding, and to authorize the President to sign the contract.

Eleven Directors and the Facilities Director spoke on the motion.

The motion passed with seven no votes.

Reserve Funding Request - Clubhouse One Pool Room Replacements

At the May 4, 2022, meeting of the Physical Property Committee, the Committee moved and approved to recommend the GRF Board of Directors approve Clubhouse One Pool Room upgrades with the replacement of Windows, Exterior Doors, and Interior Painting, in the amount not to exceed \$26,523, Reserve Funding.

At the May 16, 2022, meeting of the Finance Committee, the Committee determined that sufficient funding is available in the amount not to exceed \$26,523 for this project.

Mr. Dodero MOVED, seconded by Mr. Melody and carried unanimously by the Directors present –

TO award the following contracts for Clubhouse One upgrades to Custom Glass for doors and windows, \$20,275.00; Axxess Door for ADA access for one (1) storefront door, \$3,420.82 Service Maintenance, a work order in the amount of \$800 for material to repaint Clubhouse One Pool Room. The total project cost for the Clubhouse One Pool Room upgrade is not to exceed \$26,523.50, Reserve Funding, and authorize the President to sign the needed contracts.

Three Directors and Facilities Director spoke on the motion.

Reserve Funding Request- Plotter Printer/Scanner

At its May 4, 2022 meeting the Physical Property Committee recommended the GRF Board of Directors approve the purchase of one (1) new HP DesignJet T830 Large-Format Multifunction Wireless Plotter Printer, with the optional spindle, in the amount of \$2,845, Reserve Funding.

At the May 16, 2022, meeting, the Finance Committee determined that sufficient funds are available for the purchase of the plot plan printer in the amount of \$2,845.

Mr. Pratt MOVED, seconded by Ms. Snowden and carried unanimously by the Directors present –

TO approve the purchase and replace the current printer with one (1) new HP DesignJet T830 Large-Format Multifunction Wireless Plotter Printer, with the optional spindle, in the amount of \$2,845.00, Reserve Funding.

Three Directors spoke on the motion.

Approve Waste and Recycling Services Contract

The Waste and Recycling Service contract expires on July 31, 2022. The Physical Property Department sent out a Request for Proposal (RFP) to six different contractors for the Waste and Recycling Services for a five-year period (see specifications exhibit A). A mandatory bidders conference was conducted on April 11, 2022. In attendance were representatives from Athens Services (formally Cal-Met), Universal Waste Systems, CR&R Inc., and Republic Services.

Sealed bids were opened at the regularly scheduled meeting of the Physical Property Committee on May 4, 2022.

The list of bidders and their bids are as follows:

Vendor	Per Apt Per Month	Total Cost per Month	Roll off per dump & return	Reason for not bidding
Athens (formally Cal-Met)	\$10.79	\$71,300.32	\$651.13	
Universal Waste Systems	no bid			no response
CR&R Inc	no bid			too challenging to order and supply bins
Republic Services	no bid			timeline too challenging to supply custom bins, and operational logistics issues
EDCO	no bid			no response
Waste Management	no bid			no response

The current cost for these services is:

Per Apt Per Month	Total Cost per Month	Roll off per dump & return
\$9.79	\$64,690	\$630.90

The Physical Properties Committee discussed reasons for contractors not bidding: The unique bins used in the community and past service performance. The Committee unanimously recommends the GRF Board award a contract to Athens Services to provide all services, called out in exhibit A, for the pickup and disposal of waste and recycling materials in the community at a cost not to exceed \$71,300.32 per month for all apartments and trust property along with a cost of \$651.13 per dump and return of the 40-yard roll-off containers at 1.8, funding from Operations for a five-year term.

Note: Pricing shall be adjusted once a year based on the Consumer Price Index of the Bureau of Labor Statistics.

Ms. Gerber MOVED, seconded by Mr. Melody and carried unanimously by the Directors present –

TO award a contract to Athens Services is to provide all services, called out in exhibit A, for the pickup and disposal of waste and recycling materials in the community at a cost not to exceed \$71,300.32 per month for all apartments and trust property along with a cost of \$651.13 per dump and return of the 40-yard roll-off containers at 1.8-acres, funding from Operational Funding and authorize the President to sign the five-year contract.

Eleven Directors and the Facilities Director spoke on this motion.

RECREATION COMMITTEE

FINAL VOTE: Amend 70-2504-2, Library Fees

At the March 7, 2022, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors to amend 70-2504-2, The Library Fees.

At the March 22, 2022, meeting of the GRF Board of Directors, the Board voted to tentatively amend 70-2504-2, Library Fees, pending a 28-day notice period to Foundation members. The document draft was published in the March 31st 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 from the membership during the 28-day notification period.

Mrs. Perrotti MOVED, seconded by Ms. Snowden and carried unanimously by the Directors present –

TO amend 70-2504-2, Library Fees, as presented.

Two Directors spoke on the motion.

SECURITY BUS AND TRAFFIC COMMITTEE

Approve Donation – Wheelchair Lifts – Golden Age Foundation

At the May 11, 2022, meeting of the Security, Bus and Traffic Committee, the Committee recommended the GRF Board to accept a donation from the Golden Age Foundation in an amount of \$19,968.44. This donation will be used to offset the cost of ADA wheelchair lift equipment to be installed on two new GRF minibuses.

Mr. Massetti MOVED, seconded by Mr. Pratt and carried unanimously by the Directors present –

TO approve accepting a donation, in an amount of \$19,968.44 from the Golden Age Foundation, to sponsor the cost of two (2) wheelchair lifts and associated equipment on two new Golden Rain Foundation Minibus Shuttles.

Four Directors and the Fleet Manager spoke on the motion.

FINAL VOTE: Amend 80-1937-1, Parking Rules

At the March 9, 2022, meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors amend 80-1937-1, Parking Rules.

At the March 22, 2022, meeting of the GRF Board of Directors, the Board voted to tentatively amend 80-1937-1, Parking Rules, pending a 28-day notice period to Foundation members. The document draft was published in the March 31st 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 from the membership during the 28-day notification period.

Ms. Gambol MOVED, seconded by Mr. Massetti present –

TO amend 80-1937-1, Parking Rules, as presented.

Eight Directors spoke on the motion

The motion passed with three no votes

BOARD MEMBER COMMENTS

Four Directors offered a comment.

ADJOURNMENT

The meeting was adjourned at 12:45 P.M.

Paula Snowden, Corporate Secretary
Golden Rain Foundation
TM 4-26-22



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: CAPITAL IMPROVEMENT FUNDS INVESTMENT PURCHASE
DATE: JULY 26, 2022
CC: FILE

At the regularly scheduled meeting of the Finance Committee on July 18, 2022, the members discussed the amount of liquid capital improvement funds available for investing and the current investment ladder.

Following this discussion, the committee passed a motion to recommend that the GRF Board, purchase brokered CDs through US Bancorp totaling \$340,000 of capital funds, with terms ranging from six (6) to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisor.

TO approve the purchase of brokered CDs through US Bancorp totaling \$340,000 of capital funds, with terms ranging from six (6) to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisor.

Capital Funds Investment Ladder as of June 30, 2022

Term	Maturity Month	Investment Amount	Rate
0	Jul-22	105,000	0.05%
1	Aug-22		
2	Sep-22	200,000	0.07%
3	Oct-22	110,000	0.10%
4	Nov-22	300,000	0.10%
5	Dec-22	125,000	0.30%
6	Jan-23		
7	Feb-23		
8	Mar-23	170,000	1.70%
9	Apr-23	240,000	0.15%
10	May-23		
11	Jun-23	125,000	0.45%
12	Jul-23		
13	Aug-23		
14	Sep-23		
15	Oct-23		
16	Nov-23	170,000	2.45%
17	Dec-23		
18	Jan-24		
19	Feb-24		
20	Mar-24		
21	Apr-24		
22	May-24		
23	Jun-24		
24	Jul-24		
25	Aug-24		
26	Sep-24		
27	Oct-24		
28	Nov-24		
29	Dec-24		
30	Jan-25		
31	Feb-25		
32	Mar-25		
33	Apr-25		
34	May-25		
35	Jun-25		
36	Jul-25		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE
DATE: JULY 26, 2022
CC: FILE

At the regularly scheduled meeting of the Finance Committee on July 18, 2022, the members discussed the current investment ladder and reserve funds available for investing to fill in the gaps in the investment ladder.

Following this discussion, the committee passed a motion to recommend the GRF Board authorize the purchase of brokered CDs through Morgan Stanley for \$400,000 and through US Bancorp for \$140,000, for a total investment purchase of \$540,000 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 Morgan Stanley for \$400,000 and through US Bancorp for \$140,000, for a total investment purchase of \$540,000 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, 2022

Term	Maturity Month	Investment Amount	Rate	Loc
0	Jul-22	245,000	0.10%	U
1	Aug-22	1,510,000	0.08%	U/M
2	Sep-22	-		
3	Oct-22	80,000	0.05%	U
4	Nov-22	345,000	0.17%	U/M
5	Dec-22	200,000	0.10%	U
6	Jan-23	-		
7	Feb-23	1,116,000	0.18%	U/M
8	Mar-23	540,000	0.70%	M
9	Apr-23	490,000	0.63%	U/M
10	May-23	750,000	0.79%	U/M
11	Jun-23	400,000	0.25%	U
12	Jul-23	-		
13	Aug-23	635,000	1.40%	U/M
14	Sep-23	980,000	0.95%	U/M
15	Oct-23	225,000	0.40%	U
16	Nov-23	735,000	2.00%	U
17	Dec-23	-		
18	Jan-24	200,000	2.00%	U
19	Feb-24	-		
20	Mar-24	275,000	1.90%	U
21	Apr-24	-		
22	May-24	570,000	2.65%	U
23	Jun-24	-		
24	Jul-24	-		
25	Aug-24	-		
26	Sep-24	-		
27	Oct-24	-		
28	Nov-24	-		
29	Dec-24	-		
30	Jan-25	-		
31	Feb-25	-		
32	Mar-25	-		
33	Apr-25	-		
34	May-25	-		
35	Jun-25	50,000	0.60%	M
74	Jun-28	202,275	Index	U



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: ACCEPTANCE OF THE INTERIM JUNE 2022 FINANCIAL STATEMENTS
DATE: JULY 26, 2022
CC: FILE

At the regularly scheduled meeting of the Finance Committee on July 18, 2022, 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 2022 interim financial statements for audit.

I move to accept the June 2022 interim financial statements for audit.

Financial Recap – June 2022

As of the six-month period ended June 2022, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$409,032.

Major variances are:

Wages, Taxes & Benefits	\$449,961	Favorable: Wages \$261K; P/R Taxes \$28K; Workers' Comp \$29K; 401(k) ER Match \$27K; Group Ins \$105K; average FTE < budget by 19.66 FTEs
Employee Related Expenses	(172,075)	Unfavorable: Agency fees \$171K; Recruiting \$19K
Professional Fees	(44,734)	Unfavorable: System security monitoring
Facilities Maintenance	72,128	Favorable: Less YTD maintenance than planned; Janitorial contract renegotiated for less.
Community Entertainment	42,817	Favorable: Community events deferred due to COVID-19
Publication Printing	47,778	Favorable: Lower pricing due to change in printing company; less pages in newspaper due to COVID impacts.
Property & Liability Insurance	48,711	Favorable: Actual premiums less than budgeted
Certificate Preparation Income	30,126	Favorable: More unit sales than planned
News Advertising	33,797	Favorable: Display ads greater than budgeted
SRO Labor Cost Recovery	(151,440)	Unfavorable: Less billable hours than budgeted

Reserve Funds	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$12,509,611	\$3,364,796	\$9,144,815	7

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$2,800,877	\$422,125	\$2,378,752	8

Total year-to-date approved unbudgeted operating expenses are \$393,734.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	451,830	
1122000	Non-Restricted Funds	129,362	
	Receivables	804,210	
	Prepaid expenses	409,108	
1154100	Deferred Lease Revenue	10,290	
	Inventory of maintenance supplies	<u>617,167</u>	
	Total Current Assets		2,421,966
	Designated deposits		
1211000	Contingency Operating Fund	1,000,000	
	Reserve Fund	12,509,611	
1212500	Capital Improvement Fund-GRF	<u>2,800,877</u>	
	Total designated deposits		16,310,489
	Notes Receivable		
1411000	Notes Receivable	<u>51,267</u>	
	Total Notes Receivable		51,267
	Fixed Assets		
	Land, Building, Furniture & Equipment	42,104,598	
	Less: Accumulated Dep'n	<u>(24,892,807)</u>	
	Net Fixed Assets		17,211,791
	Other Assets		<u> </u>
	Total Assets		<u><u>35,995,513</u></u>

P.O. Box 2069
Seal Beach CA 90740

Description		
Liabilities & Equity		
Current Liabilities:		
	Accounts payable	452,858
	Project Commitments	2,549,025
	Prepaid Deposits	73,168
	Accrued payroll & payroll taxes	469,217
	Unearned Income	56,637
2140000	Deferred Revenue-Other	21,001
	Accrued expenses	119,937
	Total Current Liabilites	3,741,843
	Total Liabilities	3,741,843
Equity		
Mutuals' Beneficial Interest		
3211000	Contingency Operating Reserve Equity	1,000,000
3212000	Reserve Equity	9,974,091
3394000	Capital Fund Equity	2,781,771
3310000	Beneficial Interest in Trust	19,044,218
	Total Mutuals' Beneficial Interest	32,800,081
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	(124,275)
3910000	Excess Income / (Expense) Prior Year	600,000
	Total Excess Income	475,725
3920000	Dep'n & Amortization	(7,273,787)
	Net Stockholders' Equity	32,253,670
	Total Liabilities & Stockholders' Equity	35,995,513

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended June 30, 2022

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2021	1,000,000	11,780,045	3,147,920	439,121	16,367,086
Funded: Assessments		249,998			249,998
Funded: Amenities Fees collected (342)		721,361	721,361		1,442,722
Funded: M17 Lease Fees collected (18)		4,644	4,644		9,288
Funded: Interest on Funds		10,212	846		11,057
Expenditures		(556,648)	(1,073,894)		(1,630,542)
2021 Excess Income	-	300,000		(300,000)	-
Transfers between funds	-	-			-
Net Monthly Activity				(9,759)	(9,759)
Balance 6/30/2022	1,000,000	12,509,611	2,800,877	129,362	16,439,850
Net Activity	-	729,566	(347,043)	(309,759)	72,764

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of June 2022

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 5/31/2022	1,000,000	12,585,007	2,700,671	186,945	16,472,623
Funded: Assessments		41,667			41,667
Funded: Amenities Fees collected	(75)	157,847	157,847		315,693
Funded: M17 Lease Fees collected					-
Funded: Interest on Funds		3,815	460		4,275
Progress Payments on CIP					-
Expenditures		(278,725)	(58,100)		(336,825)
Net Monthly Activity				(57,583)	(57,583)
Balance 6/30/2022	1,000,000	12,509,611	2,800,877	129,362	16,439,850
Net Activity	-	(75,396)	100,206	(57,583)	(32,773)

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended June 30, 2022

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	581,192	925,791	(344,599)
Current Assets	18,732,455	18,914,688	(182,233)
Current Liabilities	3,741,843	4,157,586	(415,743)
Current Ratio	5.01	4.55	
Designated Deposits:	16,310,489	16,285,678	24,811
Reserve Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,557,093	1,598,425	(41,332)	(2.59)
Expense	1,614,592	1,593,799	(20,793)	(1.30)
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	(57,499)	4,626	(62,125)	
Year To Date	Actual	Budget	Variance	%
Income	8,891,640	9,306,065	(414,425)	(4.45)
Expense	8,435,562	9,259,020	823,458	8.89
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	456,078	47,045	409,033	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2022
138.88	139.84	159.50

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - MINI FARM DESIGN
DATE: JULY 26, 2022
CC: FILE

The Physical Property Department was requested to seek proposals for the design scope of work and cost for the proposed Mini Farm at the 1.8 acres. Costs for this scope were provided by the following consultants for the plan alone.

Mission Landscape Architecture	\$16,000
Farmscape	\$20,900

At the July 6, 2022, Physical Property Committee meeting, the Committee reviewed the cost and ability of each consultant. The Committee moved and approved to recommend the GRF Board of Directors award a contract to Farmscape for the Mini Farm design in the amount not to exceed \$20,900. (see attached)

At the July 18, 2022, Finance Committee meeting, the Committee determined that sufficient Capital funding in the amount of \$20,900 is available. The Committee placed a temporary hold on these funds pending a Board action to release the funds for this project.

I move to award a contract to Farmscape, for the design and plan for the Mini Farm, at a cost not to exceed \$20,900 Capital funding and to authorize the President sign the contract.



Schematic Design Proposal
Leisure World Seal Beach Mini Farm
05/09/22, version 2

To: Mark Weaver
Golden Rain Foundation

RE: Mini Farm at Leisure World Seal Beach

Project Description

- Reorganize existing Mini Farm footprint to include:
 - Plots of varying sizes, including in-ground and raised bed growing areas
 - 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 varying sizes (based on stakeholder input), 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.
 - i. *Client to provide topographical survey in CAD format.*
 - ii. 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	\$ 19,600
<u>Agricultural soil testing (2 locations, \$650 per)</u>	<u>\$ 1,300</u>
Total	\$ 20,900

Allowances

Large Format Printing	\$ 500
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Payment Schedule

Retainer for Schematic Design	\$ 5,000
Completion of Site Visit with Stakeholders	\$ 4,600
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

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - OPERATIONAL ANALYSIS TRAFFIC LIGHT SAINT ANDREWS AND GOLDEN RAIN
DATE: JULY 26, 2022
CC: FILE

It has been requested to conduct an intersection operational analysis to eliminate left-turn conflicts at Saint Andrews and Golden Rain. The Physical Property Department sent out a Request for Proposal (RFP) to three consultants to provide analysis, conceptual plan, and cost estimates for this task. Proposals as follows as follows:

Urban Crossroads	\$ 16,600
Stantec Consulting	\$ 9,954
K2 Traffic Engineering	\$ 4,850

Note: K2 only provided a cost for operational analysis.

At the July 6, 2022 Physical Property Committee, the Committee reviewed cost and the bidding Consulting firms. The Committee recommended the Board to award a contract to Stantec Consulting, including a contingency of \$1,000 for a cost not to exceed \$10,954 (Proposal attached) to conduct an intersection operational analysis to eliminate left-turn conflicts at St Andrews and Golden Rain.

At the July 18, 2022 Finance Committee, the Committee the Committee determined that sufficient Capital funding in the amount of \$10,954 is available. The Committee placed a temporary hold on these funds pending a Board action to release the funds for this project.

I move to recommend the GRF Board to award a contract to Stantec Consulting to conduct an intersection operational analysis to eliminate left-turn conflicts at Saint Andrews and Golden Rain Road for a total cost not to exceed \$10,954 including a \$1,000 contingency Capital funding and authorize the President sign the contract.



Stantec Consulting Services Inc.
38 Technology Drive, Irvine CA 92618-5312

May 11, 2022
File: 204282009

Attention: Mr. Mark Weaver
Facilities Director
Golden Rain Foundation
PO Box 2069
Seal Beach, CA 90740
(562) 431-6586 ext. 301

Reference: Proposal for Traffic Engineering Services for Golden Rain and Saint Andrews Intersection Operational Analysis, Leisure World Seal Beach, CA

Dear Mr. Weaver,

Thank you for providing Stantec Consulting Services Inc. (Stantec) the opportunity to submit this proposal to provide traffic engineering services to Golden Rain Foundation (GRF) for an operational analysis of the Golden Rain and Saint Andrews intersection within Leisure World Seal Beach, CA. We understand that GRF is requesting the following scope of services:

1. Perform an operational analysis at the Golden Rain and Saint Andrews intersection to eliminate left-turn conflicts. Focused Design Review Area section 4.2 provided by GRF specifically identifies evaluating vehicle delay and the use of split signal phasing at the intersection.
2. Preparation of a concept plan identifying signing/stripping and traffic signal phasing and improvement recommendations at the intersection as identified in the operational analysis above.
3. An engineer's opinion of probable construction cost for the improvements shown on the concept plan above.

SCOPE OF WORK

Task 1 – Intersection Operational Analysis

\$4,672

Stantec will prepare an operational analysis at the Golden Rain and Saint Andrews intersection using the Highway Capacity Manual (HCM) signalized intersection method to determine level of service (LOS) based on vehicle delay. Level of service analysis will be performed for up to three existing peak hour periods including am, midday, and pm peak hour conditions for either a weekday or weekend day, or a combination of both, whichever has the highest volume. Stantec will conduct 4-hour intersection turning movement counts for one (1) weekday and one (1)

Reference: Proposal for Traffic Engineering Services for Golden Rain and Saint Andrews Intersection Operational Analysis, Leisure World Seal Beach, CA

weekend day during time periods to be discussed with and confirmed by GRF. Stantec will also obtain available collision data for a recent 3-year (min.) period and identify the number of left-turn related collisions at the intersection that would be correctable with protected left-turn (split) phasing. Applicable guidelines and warrants for providing protected left-turn movements will also be evaluated. The impact of existing left-turn lane offsets and limited sight distance will also be included.

A summary memorandum report will be prepared by a California licensed Traffic Engineer (TE) that will include all tables, figures, and text as required to document the operational analysis at the intersection, analysis methodologies, conclusions, and recommendations. The report will include all traffic data, LOS (HCM), collision data, and warrant analysis worksheets in the appendix.

Task 2 - Conceptual Improvement Plan

\$3,646

Stantec will prepare an exhibit using AutoCAD at 1"=20' or other appropriate scale for the recommended intersection signing and striping and traffic signal phasing improvements per the findings of the operational analysis. Implementation of recommendations will be in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) as applicable. The concept exhibit will be prepared using existing available on-line aerial imagery as a base map. It is assumed that GRF will provide a record drawing of the existing signal improvements at the intersection. This scope includes a site visit to field inventory and confirm the improvements shown on the as-built plan.

Task 3 - Engineer's Opinion of Probable Construction Cost

\$1,636

We will prepare an estimate of probable construction cost based on the improvements shown on the conceptual improvement plan. An itemized cost estimate with supporting quantities will be prepared.

Our not to exceed budget to complete the tasks identified above is **\$9,954** to be billed on a time and materials basis per the attached rate sheet and terms and conditions. Prior authorization from Client will be obtained before performing any required additional work.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. If this proposal is acceptable, please indicate your approval by signing where indicated on the following page and returning a copy to our office. We anticipate having completed field review and having the recommendations and summary memo ready within 3 weeks of receiving your authorization to proceed. Should you have any questions, please feel free to contact me at (949) 322-8196.

May 11, 2022
Mr. Mark Weaver
Page 3 of 3

Reference: Proposal for Traffic Engineering Services for Golden Rain and Saint Andrews Intersection Operational Analysis, Leisure World Seal Beach, CA

Sincerely,

Stantec Consulting Services Inc.



Keith R. Rutherford TE
Principal
Phone: (949) 923 6952
Mobile: (949) 322 8196
Keith.Rutherford@stantec.com



Daryl Zerfass, TE
Principal, Traffic and Transportation
Phone: 949 923-6058
Mobile: (949) 302-8995
Daryl.Zerfass@stantec.com

By signing this proposal, Golden Rain Foundation, authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ day of _____, 2022.

Per: Golden Rain Foundation

Mark Weaver, Facilities Director

Print Name & Title

Signature

Attachment: Schedule of Billing Rates – 2022
Terms and Conditions

c. Daryl Zerfass, Stantec

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Design with community in mind

SCHEDULE OF BILLING RATES – 2022



Billing Level	Hourly Rate	Description												
3	\$105	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$116													
5	\$132													
6	\$136	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$144													
8	\$154													
9	\$159	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$164													
11	\$179													
12	\$188	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$198													
14	\$208													
15	\$220	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
16	\$243													
17	\$251													
18	\$256	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
19	\$266													
20	\$276													
21	\$293													
Survey Crews		<table> <tr> <th>Crew Size</th><th>Regular Rate</th><th>Overtime Rate</th></tr> <tr> <td>1-Person</td><td>\$185</td><td>\$225</td></tr> <tr> <td>2-Person</td><td>\$290</td><td>\$400</td></tr> <tr> <td>3-Person</td><td>\$390</td><td>\$520</td></tr> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$185	\$225	2-Person	\$290	\$400	3-Person	\$390	\$520
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$185	\$225												
2-Person	\$290	\$400												
3-Person	\$390	\$520												

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

T-2 2022

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

INDEMNITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from nay and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.



Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - SHADE STRUCTURE AT AQUATIC CENTER
DATE: JULY 26, 2022
CC: FILE

Staff was requested to seek proposals for the installation of a shade structure at the Aquatic Center. Costs for this project were provided by the following contractors:

Shade Comforts Inc.	\$67,866
USA Shade & Fabric Structures	\$74,866

Both contractors exclude permit fees in their proposals. Staff recommends a \$4,000 contingency for this project.

At the July 6, 2022, Physical Property Committee, the Committee reviewed cost and the bidding contractors and recommended the Board award a contract to Shade Comforts Inc. (proposal attached) to install a 60'x20' shade structure at the Aquatic Center, based on Architectural Designs & Review Committee's (ADRC) selections at a cost not to exceed \$71,866, including contingencies.

A donation for this project in an amount of \$50,000 has been made by Jim Clement through the Golden Age Foundation, making the total Capital funding requested \$21,866.

At the July 18, 2022 Finance Committee meeting, the Committee determined that sufficient Capital funding of \$21,866 is available. The Committee placed a temporary hold on these funds pending a Board action to release the funds for this project.

I move to award a contract to Shade Comforts inc., for the installation of a 60'x20' shade structure at the Aquatic Center, based on ADRC approved selections, at a cost of \$71,866 including contingencies and authorize the President to sign the contract. The total GRF cost includes not more than \$21,866, Capital funding supplementing a generous donation of \$50,000 from Jim Clement through the Golden Age Foundation.



Mr. Mark Weaver
Golden Rain Foundation
13580 St. Andrews
Seal Beach, CA 90740

From: Bill Moore
bill@shadecomforts.com

June 29, 2022

Ref: V1 Leisure World Seal Beach

Page 1 of 1

Item Description	Total
V1 Shade Structure per attached rendering & Design-Mfg-Build Specifications including:	\$28,300.00
<ul style="list-style-type: none">• (2) hip roofs of Alnet Extra Block UV-treated HDPE knitted shade fabric approved by California State Fire Marshal.<ul style="list-style-type: none">○ Fabrics have seams due to roll width.○ Corners have extra fabric for added strength.• (3) pairs of structural steel columns & cantilevered beams<ul style="list-style-type: none">○ Factory-welded watertight to prevent corrosion○ Factory-primed and powder coated for corrosion protection (std. color).• Galvanized cables, cable clamps, & turnbuckles.• Warranty servicing	
Engineer V1 structure & drilled pier footings per attached Design-Mfg-Build Specifications. (3) sets of stamped drawings & structural calculations to Seal Beach, CA building code. Others apply for building permit (prepare & submit required documents).	5,975.00
Ship V1 to job site, unload; unwrap; dispose packing materials	2,045.00
Construct drilled pier footings & erect structure to engineered plan*	29,070.00
Sub Total	\$65,390.00
8.75% Sales Tax (structure only)	2,476.25
Total	\$67,866.25

Terms:

1. All sales are final.
2. Structure price good for 30 days. Construction price contingent upon jobsite visit and good for 120 days if Owner enables Contractor to complete construction within that timeframe.
3. Engineering begins upon receiving \$5,975.
4. Fabrication & Construction begin upon receiving \$30,900 deposit after Others obtains building permit.
5. Balance due upon erection completion.
6. Interest charged at 1.5% per month compounded monthly on account balances 30+ days overdue.

(see next page)



*** Conditions**

- *Shade Comforts, Inc. (i.e. "Contractor") price includes all materials, rentals & labor.*
- *Site plans, permits, special inspections, & all other fees are Owner's responsibility.*
- *Prior to engineering, Owner to provide geotechnical report if available. Price excludes test-drilling, which is advised if water table could be higher than 10' below surface.*
- *Unrestricted access to job site during daylight hours (upon prescheduled appointment).*
- *Construction security fencing is not included.*
- *Standard Wage Rates apply.*
- *Contractor will schedule Dig Alert to detect public, underground utilities. Owner is advised to engage a private company to search for underground private utilities that Dig Alert cannot/will not detect.*
- *Contractor to saw-cut/remove (3) 40"x40" sections of concrete slab to construct drilled pier footings on pool deck.*
- *Owner responsible to shut off water lines (including irrigation) near drilling locations.*
- *Contractor to auger holes for (3) drilled pier footings during (1) prime shift using a standard earth auger on a skid steer excavator. There shall be at least 7'-wide unimpeded access for this equipment to travel to drilling locations without damaging landscaping. There shall be no underground or overhead "obstructions" (e.g. utilities, sewer/irrigation lines, water, boulders, foundations, volcanic rock; trees, light posts, debris, rubble, power lines, etc.). Additional work to be billed as a separate change order for added costs (i.e. labor, overhead, re-deployment, materials & rentals) + 10% for (1) 1+ hour delays caused by obstructions; (2) removal of obstructions; (3) obstructions requiring different excavation methods; (4) obstructions necessitating alternative footing designs; or (5) incurred costs to relocate piers previously drilled.*
- *Once drilling begins, if soil, rock, water, or other underground conditions indicate that holes will likely collapse before filled with concrete or that they can't be augured as planned, then it may become necessary to change the design, construction methods, and scheduling. This could increase costs (especially if steel casing, vacuum excavation, core barrel, or rock hammer equipment is required). Upon discovering these conditions, Contractor will confer with Own before continuing work.*
- *Contractor to remove all spoils from property. Owner to provide laboratory certification that spoils are clean and uncontaminated. If this report is not available and the nearest-available dumpsite requires this certification, then Owner agrees to pay the needed charge for a laboratory analysis. Should testing prove toxic spoils, then Owner agrees to pay all extra charges for their disposal.*
- *Columns to be base-plated and anchor-bolts to reinforced, concrete pier footings. Top-of-footings to be set at finish grade. Anchor bolts to be exposed.*
- *Contractor to unload delivery truck at the erection location and will immediately begin erecting structure.*
- *Owner to provide access to toilet facility and (if available) electrical power outlet and water spicket.*

Please sign, date & return this proposal with \$5,975 to begin engineering.

Golden Rain Foundation

Owner

Date

Owner Officer Name (please print)

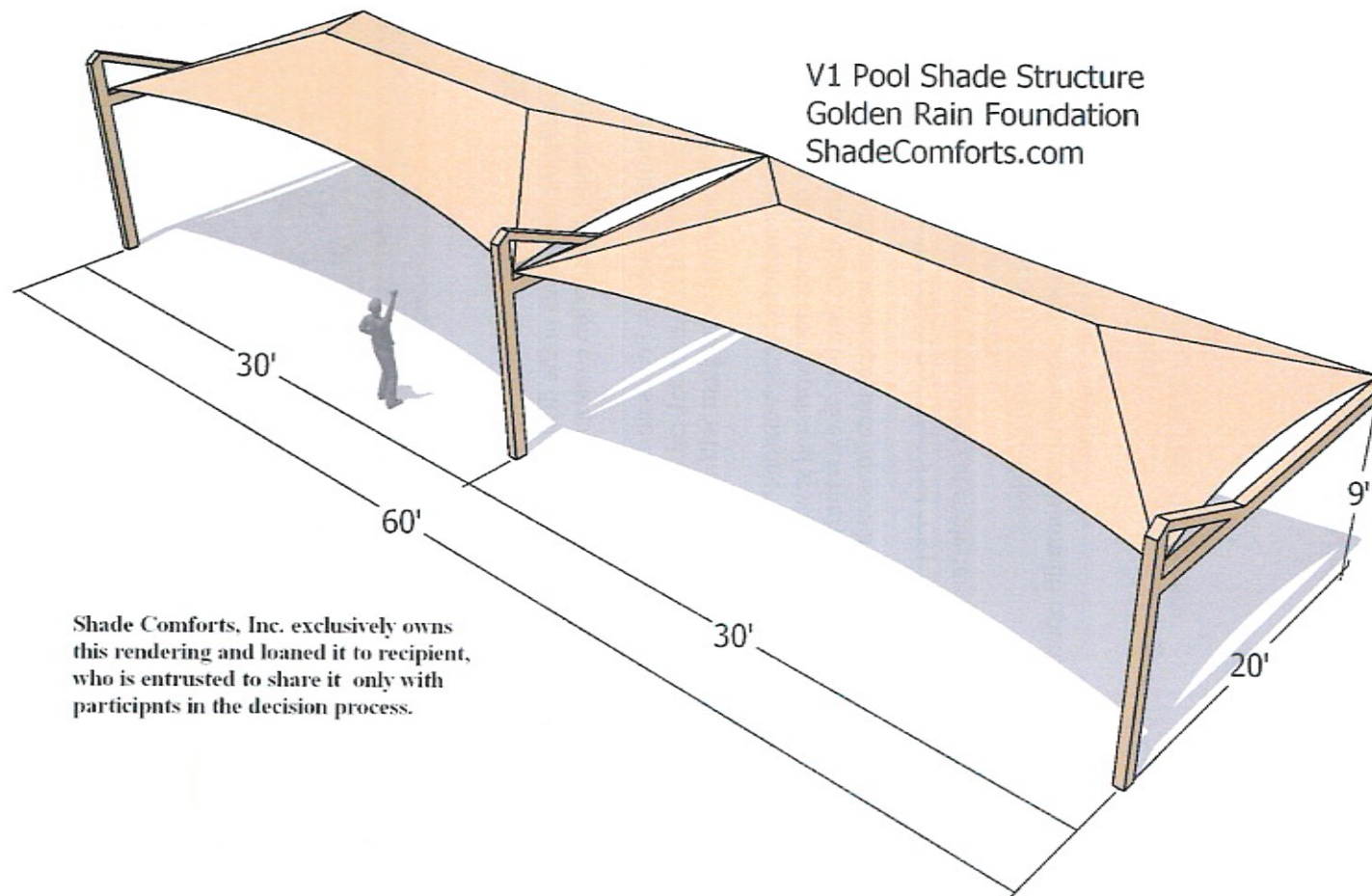
Owner Officer Title

Owner Officer Signature

SHADE COMFORTS, INC.

77 SOLANO SQUARE #238
(T) 707-746-5080 * www.shadecomforts.com

BENICIA, CA 94510



Shade Comforts, Inc. exclusively owns this rendering and loaned it to recipient, who is entrusted to share it only with participants in the decision process.

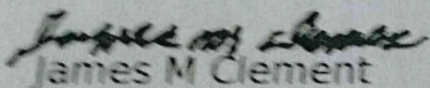
January 31, 2022

Golden Age Foundation
Leisure World
Seal Beach, CA

RE: Donation from James M Clement

I, James Mitchell Clement, am presenting The Golden Age Foundation, a 501C3, with a donation of \$50,000 to be utilized to provide the residents of Seal Beach Leisure World with a shade pergola as part of the Swimming Pool expansion project. I anticipate the funds will be utilized in 2022. Please acknowledge this contribution so that my tax accountant can identify the donation appropriately.

It is also my understanding that this contribution will be acknowledged on the structure as a gift donated by the James M Clement Family Foundation. My Father Harry M Clement, Uncle, William A Clement & myself have resided & enjoyed living in Leisure World for many years.



James M Clement
Mutual 14
1771 Sunningdale Rd #49L
Seal Beach, CA 90740



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: APPROVE GOLF BALL REMOVAL – TURTLE LAKE AT GRF GOLF COURSE CONTRACT
DATE: JULY 26, 2022
CC: FILE

The Recreation Department was tasked with obtaining cost for the removing of old golf balls from Turtle Lake at the GRF Golf Course.

At the July 5, 2022, Recreation Committee meeting, the Committee reviewed the scope of work, timeline and cost for the project. The Committee moved to approve a scope of work from Top of The Line Golf Balls for a one-year term at an income to GRF of \$0.05 for every reusable golf ball retrieved from Turtle Lake.

Note: See attached Proposal.

I move to award a contract to Top of The Line Golf Balls to remove golf balls from Turtle Lake at the GRF Golf Course expiring May 31, 2023, for an income to GRF of \$0.05 per golf ball that can be re-used and authorize the President to sign the contract.

Jul 19, 2022 10:55AM

No. 2/03

Page 1 of 4

PROPOSAL AND CONTRACT

TO: **Golden Rain Foundation ("Owner")**Attn: Recreation Department
P. O. Box 2069, Seal Beach CA 90740

Tract No. 4748

Seal Beach Leisure World June 21, 2022

THE undersigned **Top of the Line Golf Balls**, ("Contractor"), agrees to furnish all materials and perform all labor necessary to complete in a good, timely and workmanlike manner, according to attached specifications the following described below, at the price indicated below.

SPECIFICATIONS

TOTAL PRICE

Project #992-21 Golf ball retrieval from Turtle Lake at Golf Course, per proposal attached as Exhibit A.

Provide all necessary equipment needed to retrieve the golf balls on any given date at our expense. Golden Rain Foundation will not provide any material or equipment necessary for retrieval.	\$.05 cents per golf ball paid to GRF
--	--

Start Date: June 1, 2022

Work to be completed by May 31, 2023, approximately (252) working days.

A \$250 per day penalty for each day completion is in excess of December 31, 2022 may be assessed, unless extension is agreed upon by both parties in writing.

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

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

Payments shall be made as follows:

Amount of funds due to Owner will be paid within 30 days of the end of the month of the date of the last dive for any given month.

The compensation due the Customer will be based upon the quantity of balls retrieved during any dive date at the rate of 5 cents per ball cash. The amount of funds due to Customer will be paid within 30 days of the end of the month of the date of the last dive for any given month.

An amount equal to ZERO (0) percent of the total amount of the contract shall be retained until after all work has been completed, inspected and passed by Owner, City and County inspectors and, when required in other instances by the Physical Property Department or its duly appointed agent. Owners shall have the right to retain said amount as long as corrections and/or repairs reported to Contractor remain uncorrected. Contractor hereby agrees to guarantee his work and to make good without cost to the Owner, any and all defects or failures of every kind due to imperfections or failures in workmanship or materials for a period of one (1) year from the date of final acceptance by Owner.

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

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

The undersigned Contractor warrants that it will not allow any unauthorized persons (i.e., non-workers) from entering the Leisure World community or jobsite without written authorization from Owner.

THE undersigned Contractor further warrants that it has examined the job site and ground and has relied entirely upon its own investigations in submitting the within proposal. No representations of any kind not contained herein have been made by Owner or anyone on its behalf. This proposal and contract, including the General Provisions, plans, specifications and any exhibits hereto, contains the entire agreement of the parties and shall not be modified or changed in any manner except by an agreement in writing, duly executed by both parties.

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

Reviewed by: Tommy Fileto _____ Jesse Cripps _____

ACCEPTED BY:

Golden Rain Foundation

By: _____

Marsha Gerber, President

Date: _____

CONTRACTOR:

Top of the Line Golf Balls

By: _____

Guy Aguilar, Owner

Address: 4685 Industrial St. #3N; Simi Valley, CA
93063

Telephone No.: 805-527-2449

Date: 7-20-22

GENERAL PROVISIONS

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

- Supply sufficient material and employ such additional labor as necessary to maintain satisfactory progress and charge the cost thereof and all reasonable expense in connection therewith, to the Contractor, or
- Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge any increase in the cost of completion to this Contractor, or
- Assess a \$250.00 per day penalty for each day completion is in excess of contracted days to complete work. Said accrued penalty shall be credited against balance due, or
- Terminate this entire agreement and pay to the Contractor only the reasonable value of the work in place incorporated in the buildings, providing the quality of work is satisfactory and providing the Contractor has paid all its bills and discharged all its obligations in connection with the work. All the foregoing remedies and conditions shall be cumulative and the adoption of any one of the foregoing shall not constitute an election.

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

Jul 19, 2022 10:55AM

No. 2/63 P. 3

Page 3 of 4

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

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

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

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

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

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

9. RESPONSIBILITY: Before any work is undertaken, Contractor must visit the job site, examine it for himself, take its own measurements and make its own estimates of facilities and assess the difficulties in the execution of its work. Contractor shall be responsible for correcting any property damage caused by Contractor and/or its personnel or subcontractors in connection the performance of this Agreement.

Should the proper workmanlike and accurate performance of any work under this contract depend in anyway upon the proper workmanlike or accurate performance of any work by another contractor on said job site, Contractor will use all means necessary to discover any defects in such other contractor's work and report the same in writing to Owner. Contractor will be responsible for any damages resulting by reason of its work covering defects due to imperfect workmanship or materials of other contractors.

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

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

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

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

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

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

16. INSURANCE: The Contractor agrees to carry General Liability Insurance with minimum combined single limit coverage of \$1,000,000, commercial Automobile Liability Insurance with minimum combined single limit coverage of \$1,000,000

Jul 19, 2022 10:55AM

No. 2/63 P. 4

Page 4 of 4

minimally inclusive of non-owned or hired autos, Worker's Compensation Insurance within statutory form and to provide a certificate of said Insurance policy or policies.

Said certificate shall carry on the face thereof a provision that Seal Beach Mutuals One through Seventeen and Golden Rain Foundation shall be given notice at least thirty (30) days prior to any modification of the coverage or termination of coverage. Prior to the commencement of work, Contractor shall also provide separate endorsement(s) under said General Liability coverage naming Seal Beach Mutuals One through Seventeen and Golden Rain Foundation as additional insured covering both ongoing and completed operations and a Workers Compensation Waiver of Subrogation Endorsement waiving subrogation against Seal Beach Mutuals One through Seventeen and Golden Rain Foundation for losses arising from work performed by or on behalf of the named insured. Said policies shall contain an exclusive for work performed in a multi-family residential dwelling.

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

18. PUBLIC CONVENIENCE AND TRAFFIC CONTROL: At least seven working days prior to commencing work, the Contractor shall submit its final construction schedule to the Physical Property Department for approval. This schedule shall allow affected people ample "on street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

"TEMPORARY NO PARKING" signs shall be posted at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of the work. The signs shall be placed no more than 250-feet apart on each side of the alleys, streets, and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within forty-eight (48) hours after the effective date. Contractor shall provide "flag men" as necessary, during the construction phase.

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

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

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

Jul. 19. 2022 10:55AM

No. 2/03 P. 2

Contact person at Leisure World is Jesse Cripes or Tommy Fileco
WESTMINSTER AVE, SEAL BEACH, CA 90740-5600 with phone # (562)
431-6586 extension # 390 then option 1.

Fax # is 562-286-6054

Jesse email is JesseC@lwsb.com or www.lwsb.com

My fax # is 619-938-4175



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

FUNDING ACTION REQUEST

TO: GRF BOARD DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST – HOLIDAY TREE REPLACEMENT
DATE: JULY 26, 2022
CC: FILE

At the July 5, 2022, Recreation Committee meeting, the Committee moved and approved to recommend the GRF Board of Directors approve the purchase of a new holiday tree for a total cost not to exceed \$8,500.00, Capital Funding.

At its July 18, 2022, meeting, the Finance Committee determined that Capital funding in the amount of \$8,500.00 is available. The Committee placed a temporary hold on these funds pending a Board action to release the funds for this project.

Note: See attached Proposal.

I move to approve the purchase of the holiday tree from Magical Holiday Designs as presented in Exhibit A for an amount not to exceed \$8,500, Capital Funding, and authorize the President to sign the contract.

Magical Holiday Designs

11109 Armour Ave.

Beaumont, Ca. 92223

800-608-1980 office

June 26, 2022

Golden Rain foundation

P.O. Box 2069

Seal Beach, Ca. 90740

Attention: Kathy Thayer

Scope of work

Holiday Décor 2022, 2023, 2024

#1- Install/strike/store/ -1-20' tall artificial Christmas tree with a 24" inch topper using all multi colored C-7 lights. Design colors: Red, Green, Gold traditional installed at Club house Three located at 1421 Northwood road, Seal Beach, Ca. 90740

Total amount \$8900.00 You own this tree

To purchase a new tree add. \$8500.00

(3) leased and installed lighted gift boxes for around base of tree

Total amount \$600.00

#2- Roofline lights on GRF – Warm White LED C-9 lights. Front Entrance Security Office- Located at 13533 Seal Beach Blvd. Seal Beach, ca

Total contract amount \$850.00

#3- Install/strike/store (1) 5' wreath hung between the arch at Clubhouse 6- located at 1661 E. Golden rain Road, Seal Beach, Ca

Total amount of contract \$250.00

#4- Install/Strike/store (1) 8 foot wreath hung with warm white LED lights, and large bow, between the arch at the Administration Building located at 13531-A St. Andrews Drive, Seal Beach, Ca

Total contract amount \$600.00

#5- Install strike (1) customer owned 24 inch high x 19 long in LED lights “Merry Christmas” Install strike (1) Menorah customer owned,

Install strike (1) tree of lights, Customer owned

Placed on Golden Road, west bound lanes next to on site sales office. Tree also placed at HCC

Total contract amount \$1095.00

#6-Roofline lights on Optum Care Building- facing admin parking lot

#7- Roof line lights on Administration Building- facing admin parking

Total contract amount \$3100.00

#8- Roofline lights on Clubhouse 6- facing admin and clubhouse 6 parking lot 1661 E. Golden Rain Road

#9- Roofline lights on Clubhouse 3- facing clubhouse 3 parking, veterans plaza and 1421 N. Northwood road

#10- Roofline lights on Clubhouse 4- facing clubhouse 4 parking lot -1421 N. Northwood Road

#11- Roofline lights on Clubhouse 1- A-frame roof line lights (Seasons greeting sign now placed at Clubhouse 1 from clubhouse 4)

#12- Roofline lights on Clubhouse 2- facing El Dorado Drive and Serenity Gardens Area

Total contract amount **\$7900.00**

Total contract amount \$23,295.00

Alternate to add (1) Seasons Greeting sign

Happy Holidays

\$950.00

Alternate to add (1) seasons greeting sign

Seasons Greetings

\$950.00

Total contract amount \$25,195.00

Alternate to add a new 20' tree with warm white lights.

\$8500.00



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN AND REVIEW COMMITTEE
SUBJECT: HOLIDAY LIGHTING AND DECORATIONS CONTRACT
DATE: JULY 26, 2022
CC: FILE

At the July 9, 2022, Architectural Design and Review Committee meeting, the Committee approved the proposal submitted by Magical Holiday Designs as described in Exhibit A and recommended the Board approve the contract for holiday decorations be awarded to Magical Holiday Designs for 2022 as presented at at a cost not to exceed \$23,295.00.

I move to approve the holiday lighting and decorations contract for 2022 be awarded to Magical Holiday Designs as presented in Exhibit A in an amount not to exceed \$23,295.00, Operations, and authorize the President to sign the contract.

Magical Holiday Designs

11109 Armour Ave.

Beaumont, Ca. 92223

800-608-1980 office

June 26, 2022

Golden Rain foundation

P.O. Box 2069

Seal Beach, Ca. 90740

Attention: Kathy Thayer

Scope of work

Holiday Décor 2022, 2023, 2024

#1- Install/strike/store/ -1-20' tall artificial Christmas tree with a 24" inch topper using all multi colored C-7 lights. Design colors: Red, Green, Gold traditional installed at Club house Three located at 1421 Northwood road, Seal Beach, Ca. 90740

Total amount \$8900.00 You own this tree

To purchase a new tree add. \$8500.00

(3) leased and installed lighted gift boxes for around base of tree

Total amount \$600.00

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Total contract amount \$850.00

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Total amount of contract \$250.00

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Total contract amount \$600.00

#5- Install strike (1) customer owned 24 inch high x 19 long in LED lights “Merry Christmas” Install strike (1) Menorah customer owned,

Install strike (1) tree of lights, Customer owned

Placed on Golden Road, west bound lanes next to on site sales office. Tree also placed at HCC

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Total contract amount \$3100.00

#8- Roofline lights on Clubhouse 6- facing admin and clubhouse 6 parking lot 1661 E. Golden Rain Road

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#12- Roofline lights on Clubhouse 2- facing El Dorado Drive and Serenity Gardens Area

Total contract amount **\$7900.00**

Total contract amount \$23,295.00

Alternate to add (1) Seasons Greeting sign

Happy Holidays

\$950.00

Alternate to add (1) seasons greeting sign

Seasons Greetings

\$950.00

Total contract amount \$25,195.00

Alternate to add a new 20' tree with warm white lights.

\$8500.00



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: APPROVE DONATION FROM FRIENDS OF THE LIBRARY
DATE: JULY 26, 2022
CC: FILE

At the July 5, 2022, Recreation Committee meeting, the Committee received a generous \$5,000 donation from the Friends of the Library. The Recreation Committee has recommended the Board to accept this donation.

I move to accept the generous \$5,000 donation from the Friends of the Library.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS AND TRAFFIC COMMITTEE
SUBJECT: OPERATING FUNDING REQUEST – PARKING ENFORCEMENT SYSTEM
DATE: JULY 26, 2022
CC: FILE

At the May 11, 2022, Security Bus and Traffic Committee meeting, the Committee voted to recommend that the GRF Board of Directors approve funding for a new parking enforcement system, in an amount not to exceed \$18,000 per year, plus approximately \$100 per month in hardware costs.

At the July 18, 2022, Finance Committee meeting, the Committee determined that an amount not to exceed \$18,000 plus \$100 per month for hardware costs is available.

I move to approve funding for a new parking enforcement system from Passport, in the amount not to exceed \$18,000 per year, plus an additional \$100 per month for hardware cost, Operations, and authorize the President to sign the contract.



Item		Price (\$USD) ¹
Passport's Enforcement System	→ OpsMan Mobile Application ◆ Real-time monitoring, scofflaw notifications, electronic chalking, and ticket issuance	Per Ticket Paid Fee/Paid by the violator:² \$3.50
	→ Operator Management Software ◆ Back-office software for end-to-end citation management	Annual Fee \$18,000
	→ Ongoing upgrades and enhancements	
Hardware (If needed)	→ Zebra ZQ320 Bluetooth Printers ◆ Charger ◆ Battery ◆ Shoulder Strap ◆ 1 Roll of Paper	Cost per Handheld: <i>(Passport recommends the Operator procure Androids separately from a local service provider for price and maintenance flexibility)</i>
	→ Estimated Paper Cost ◆ 70 citations/roll ◆ Minimum 100 roll order	Cost per Printer estimate: \$600.00 Custom Paper estimate: \$12.00/roll Blank Paper estimate: \$5.00/roll
Payment Processing	Gateway → Passport Gateway	\$0.05/transaction
	Merchant Processing → Secure Payment Processing	2.9% + \$0.25/transaction
Service Delivery	Project Management → Dedicated Project Manager → Implementation Specialist → Project Plan → Detailed Discovery → Weekly Calls	Implementation Fee \$1,800 Waived
	Configurations → Citation setup → Permit setup → Administrator role creation and setup	Included
	Training → Passport Overview → Enforcement Introduction → OpsMan Mobile → Payment Portal (RMCPay)	Remote Included

¹ Passport's pricing assumes purchase of all listed products and services and the scope as Passport currently understands it. Passport is open to negotiation should the structure change or vary. Passport reserves the right to update its pricing accordingly. This price proposal is valid up to 90 days from receipt.

² Assumptions include 4,000 citations issued annually.

	→ Customer Support	
	→ Operator Management	
Integrations	→ Unlimited access to 40+ active integrations ³	Included
Client Support	→ Product Support Specialists for technical support 7 days a week	Included
	→ Dedicated Client Success Manager	

³ Passport continues to update and iterate its products and may develop alternative solutions to its integrations, which may cause the exact numbers listed above to change.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS AND TRAFFIC COMMITTEE
SUBJECT: APPROVE ANNUAL ENTRY PASSES
DATE: JULY 26, 2022
CC: FILE

At the July 13, 2022, Security, Bus and Traffic Committee, the Committee recommended the GRF Board approve four (4) annual entry passes per unit for Resident Members and Mutual Seventeen owners.

I move to approve four (4) 2023 annual entry passes per unit for Resident Members and Mutual Seventeen owners.



SECURITY

Entry Passes – Rules

1. PURPOSE

All MOTOR VEHICLES (e.g., GOLF CARTS, LSV, MOTORCYCLES), BICYCLES, and PEDESTRIANS entering LEISURE WORLD SEAL BEACH are required to present or obtain valid and current authorization for entry before operating on Golden Rain Foundation (GRF) TRUST PROPERTY streets, or parking on TRUST PROPERTY.

2. DISPLAY

Entry authorization for MOTOR VEHICLES must be displayed the entire time the vehicle is on TRUST PROPERTY.

2.1. An AUTHORIZED RESIDENT is a:

2.1.1. RESIDENT MEMBER/OWNER (RMO) who is currently not leasing their Leisure World Seal Beach (LWSB) UNIT.

2.1.2. RENTER/LESSEE (R/L) who has been approved by Golden Rain Foundation (GRF) Stock Transfer and the R/L's Mutual to reside in a LWSB residence.

2.1.3. Co-occupant who has been authorized to reside in a LWSB residence; or

2.1.4. QUALIFIED PERMANENT RESIDENT (QPR).

2.2. For an AUTHORIZED RESIDENT's MOTOR VEHICLE, the authorization will be in the form of an authorized GRF windshield decal assigned to the vehicle.

2.3. A VISITOR, SERVICE PROVIDER or CONTRACT WORKER must display the entry pass authorization on the vehicle's dashboard so to be visible through the windshield.

2.4. An AUTHORIZED RESIDENT temporarily operating a VEHICLE (such as a rental car) without a GRF windshield decal, must display a GRF-issued entry pass authorization from the Security Department, on the vehicle's dashboard so to be visible through the windshield.

2.5. If the VEHICLE or equipment does not have a dashboard, the entry pass authorization should be securely taped to the ~~vehicle~~ driver's side windshield of the vehicle.

2.6. ANY AUTHORIZED RESIDENT who enters LEISURE WORLD SEAL BEACH as a PEDESTRIAN, or operating a BICYCLE or MOBILITY SCOOTER, must present a duly authorized GRF identification card or a valid entry pass.

2.7. A VISITOR or CONTRACT WORKER who enters LEISURE WORLD SEAL BEACH as a PEDESTRIAN, or operating a BICYCLE or MOBILITY SCOOTER, must present a valid entry pass or a GRF Identification card.

2.7.2.8. After entry, all visitor passes must be display on the driver side dashboard. The entire pass must be visible while parked.



SECURITY

Entry Passes – Rules

3. TRANSFER RIGHTS

3.1. RESIDENT MEMBER/OWNERS (RMO) and Mutual Seventeen MEMBER/OWNERS eligible for entry passes under the provisions of 80-5580-3 may assign their four (4) annual GRF-issued entry passes assigned to their unit to individuals they choose. R/Ls do not receive annual entry passes.

3.2. ~~R/Ls must call their visitors in.~~

3.3.3.2. No VISITOR or CONTRACT WORKER may assign any other form of entry pass or parking authorization to a VEHICLE or a person other than to the VEHICLE or person initially authorized to receive it.

4. LIMITATIONS

4.1. The photocopying or duplicating of any GRF authorized pass by any person can be construed as the unlawful taking of property and is strictly prohibited.

4.2. Any PERSON who presents a photocopied or counterfeit GRF pass for entry into LEISURE WORLD SEAL BEACH may be referred for civil or criminal action for making a false representation.

Document History

Adopted: 05 Apr 21

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