

BOARD OF DIRECTORS

Meeting Agenda
Tuesday, September 26, 2023 - 10:00 A.M.
Clubhouse Four

This meeting may also be live streamed at www.lwsb.com.

The tab will be active 15 minutes prior to the start 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/Notice of Quorum

3. President's Announcement

4. Member Comments/Correspondence

5. Consent Calendar

- a. GRF Board of Directors Minutes, August 22, 2023
- b. Accept the Interim Financial Statements for July 2023 for Audit
- c. Accept the Reserve Funds Investment Purchase
- d. Approve Transfers of Funds for GRF per Civil Code 5502
- e. Ratify the Alzheimer's OC Lease Agreement
- f. Approve Sewer Preventive Maintenance Three-Year Contract
- g. Rescind Policy 40-5522-3 -Safe Deposit Boxes

6. New Business

a. General

i. Adopt Strategic Spending Outline

Proposed Resolution: To accept the 2024 Strategic Spending Outline as a guide to the GRF's Capital Fund spending priorities in the 2024 fiscal year.

ii. Approve a Three-Year Contract for Community Facilities and Golf Course Landscape

Proposed Resolution: In exception to policy 40-5506-3, Request for Proposal Requirement, I move to extend the current J&J Landscaping proposal for community facilities and golf course landscape maintenance contracts until December 31, 2026, increasing the monthly payment by \$700 for each of the two accounts in each of the three succeeding calendar years of the contract, and authorize the President to sign the contract. The total cost for the three-year contract shall not exceed \$1,286,400.

iii. Approval of Pickleball Club Tournament

Proposed Resolution: To temporarily waive provisions of Policy 70-1506 prohibiting non-Members from using the Multipurpose Courts, allowing guests from the Laguna Woods Pickleball Club to participate in a pickleball tournament in LWSB hosted by the Leisure World Pickleball Club.

b. Capital Funding

i. Capital and Reserve Funds Balance Sheet

ii. Speed Cushion Change Order –THIS IS ITEM AS BEEN REMOVED AS OF 09-25-23.

c. **Reserve Funding**

i. **Administration Building HVAC Reroute**

Proposed Resolution: To award a \$14,500 contract to Greenwood Heating and Air to reroute ductwork and install thermostats in three upstairs office areas in the Administration Building, adding a 10% contingency for a total cost not to exceed \$15,950 Reserve Funding and authorize the President to sign the contract.

ii. **Phase One - Channel Fence Replacement**

Proposed Resolution: To award a \$99,000 contract to Quality Fence to remove and replace approximately 2,000 linear feet of chain link fence at the channel and add a 20% contingency (city and county permits and plant removal) for a total cost not to exceed \$118,800 Reserve Funds and authorize the President to sign the contract.

iii. **Clubhouse One Renovation**

Proposed Resolution: To award contracts for Clubhouse One work to Hutton Painting for \$52,400 to repaint the interior and exterior, including the shuffleboard court (Reserve Funding); and to Pacific 3 Electric for \$71,990 to replace the lobby and main room lighting fixtures (Reserve Funding), for a cost not to exceed \$136,829, including a 10% contingency. I further move to award a contract to Custom Glass for \$74,060 to replace the windows on the lobby's north and south sides and the main room (Reserve Funding), with the contract to be executed after January 1, 2024, for a cost not to exceed \$81,466, including a 10% contingency, and authorize the President to sign the contracts.

ci. **Governing Documents**

i. **Amend policy 40-5520-1 - Reserves THIS IS ITEM AS BEEN REMOVED AS OF 09-25-23.**

ii. **Amend policy 40-5061-2 - Fees**

Proposed Resolution: To amend GRF Rule 40-5061-2, Fees, renaming it Membership and Residency Fees, and changing its number to 14-5061-2.

cii. **Cost Recovery**

i. **Amend 40-3182-2 – Member/Owners and Renter/Lessee Fines – Fees and Deposits**

Proposed Resolution: To amend GRF Rule 40-3182-2, Member/Owner and Renter/Lessee Fines, Fees, and Deposits renaming it Leasing Fees, and changing its number to 14-3182-2.

ii. **TENTATIVE VOTE: Amend 10-2000-2 – Consolidated Fee Schedule**

Proposed Resolution: To tentatively amend section 1.3. of Rule 10-2000-2, Consolidated Fee Schedule, standardizing the per-square-foot parking rental charge among all sizes of recreational vehicles and accepting the additions of other established fees into the 10- 2000-2 document and a final decision by the



GRF Board of Directors on October 24, 2023, as presented.

7. Ad Hoc Reports

- a. 1.8 Ad Hoc Committee – Discussion

8. Next Meeting Date

Tuesday, October 24, 2023, at 10:00 a.m. – Clubhouse Four

9. Adjournment

Please be always courteous and respectful to other members, Board Directors and representatives from Management. We ask that you do not raise your hands or interrupt the Committee or anyone else who may be speaking. **A Member not adhering to these protocols and/or who becomes unruly may be asked to leave the meeting. Failure to comply will result in a special hearing with the Board at which disciplinary action may be taken.**



BOARD OF DIRECTORS MEETING MINUTES GOLDEN RAIN FOUNDATION

CALL TO ORDER

President Marsha Gerber called the regular monthly meeting of the Board of Directors of the Golden Rain Foundation (GRF) to order at 10:01 a.m., on Tuesday, August 22, 2023, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Director Melody led the pledge.

EXECUTIVE SESSION DISCLOSURE

An Executive Session Meeting was held on July 27, 2023, during which the Board of Directors discussed some, or all, of the items related to the following: (1) litigation or potential litigation; (2) matters relating to the formation of contracts with third parties; (3) member discipline; (4) member delinquency, including payment plan requests; (5) personnel matters; and/or (6) approval of Executive Session minutes.

ROLL CALL

Following the roll call, Corporate Secretary Carol Levine reported that Directors Weber, Jacquelin, Habel, Gerber, W. Thompson, Hopewell, Vienna, C. Thompson, Levine, Damoci, Melody, Hamblin and Isom were present.

Director Nugent was present via Zoom.

Directors Gambol, Jablonski, and Massetti were not present.

Fourteen Directors participated, representing a quorum of the voting majority.

Executive Director Jessica Sedgwick, Senior Director of Member Services Mallorie Hall, Senior Director of Facilities Mark Weaver, Recreation Director Jesse Cripps, and Executive Coordinator Tia Makakaufaki were also present.



SHAREHOLDER/MEMBER COMMENTS

Per Policy 5610, Participation by Foundation Members, members may comment before the beginning of business. Requests must be registered in advance of the meeting. The Open Meeting Act allows the Board 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:

- 3-minute limit per speaker, when there are fewer than 15 speakers.

Six comments were made at the meeting and one written comment submitted before the meeting.

President Gerber announced the passing of Director Dodero.

CONSENT AGENDA

The minutes of the GRF Board of Directors Minutes, July 25, 2023; Accept the Interim Financial Statements May and June 2023, for Audit; Accept the Reserve Funds Investment Purchase; and Transfers of Funds for GRF per Civil Code 5502, were approved as presented.

GENERAL

Appointment to Community Rules Violation Panel

Ms. Hamblin MOVED, seconded by Ms. C. Thompson –

TO appoint Director Damoci to replace the moderator for the Community Review Panel.

No Directors spoke on this motion.

The motion passed with one abstention (Director Damoci).

Due to technical difficulties, the President called for a break at 10:30 a.m.

The meeting was called back to order at 10:35 a.m.



RESERVE FUNDING

The Director of Finance reviewed the Capital Fund and Reserve Fund Balance Sheet.

Rubberized Golf Walking Path

Mr. Melody MOVED, seconded by Ms. Damoci -

TO award a contract to Robertson Recreational Surfaces for the replacement of the rubberized walking path to the Golf Course bridge for a cost not to exceed \$14,195, including a 10% contingency, Reserve funding, and authorize the President to sign the contract.

Four Directors and the Senior Director of Facilities spoke on this motion.

The motion passed with five no votes (Directors Weber, Melody, Vienna, Hamblin, and Habel).

Elevator Cab Remodel

Ms. Damoci MOVED, seconded by Mrs. Habel -

TO award a contract to Elite Elevator Services for remodeling the Administration Building elevator cab at a cost not to exceed \$20,427, which includes 10% contingency, Reserve Funding, and authorize the President to sign the contract.

No one spoke on this motion.

The motion passed with four no votes (Directors Melody, Gerber, Hopewell, and Hamblin).

GOVERNING DOCUMENTS

Amend 20-5585-1 Advertising Policy

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

TO amend 20-5585-1, Advertising Policy, updating verbiage throughout, as presented.

One Director and the Senior Director of Member Service spoke on this motion.



Amend 30-5604-3, Publication of Board Minutes

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

TO amend 30-5604-3, Publication of Board Minutes, making minor language changes, and assigning it the number 13-5604-3.

No one spoke on this motion.

Amend 30-1001-5, Glossary of Terms

Ms. Levine MOVED, seconded by Mrs. Habel -

TO amend 30-1001-5, Glossary of Terms, incorporating the new term, "Permanent Guest," and renumber the glossary rule as 13-1001-5.

Five Directors and the Executive Director spoke on the motion.

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

Amend 40-5506-3, Request for Proposal (RFP) Requirements

Mr. W. Thompson MOVED, seconded by Ms. Hopewell -

TO amend 40-5506-3, Request for Proposal Requirements, modifying language throughout and establishing the Executive Director's spending authorization at 1/10th of 1% (.001) of the Foundation's annual budget. I further move to designate this rule as 14-5506-1.

Five Directors and the Executive Director spoke on the motion.

After discussion, Director Hopewell moved to return the item to the Administration Committee for further review.

The motion to return it to the Committee for further review passed with four no votes (Directors Nugent, C. Thompson, W. Thompson, and Damoci).



Amend 40-3326-1, Purchasing Warehouse Guidelines for Mutual Inventory and Non-Inventory Purchases

Ms. Damoci MOVED, seconded by Ms. Hopewell –

TO amend 40-3326-1, Purchasing Warehouse Guidelines for Mutual Inventory and Non-Inventory Purchases, modifying language throughout and consolidating it within rule 40-3325-1, Purchase of Non-Standard Items. I further move to change 40-3326-1's title to Purchasing Warehouse Guidelines and designate it as 14-3326-1.

Six Directors and the Senior Director of Members Service spoke on the motion.

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

RESCIND 40-3324-2, Purchasing Fees; and 40-3325-1, Purchase of Non-Standard Items.

Mrs. Nugent MOVED, seconded by Ms. Hopewell –

TO rescind 40-3324-2, Purchasing Fees; and 40-3325-1, Purchase of Non-Standard Items.

No one spoke on the motion.

The motion passed with one abstention (Director Hamblin).

COST RECOVERY

Optum Lease Renewal

Ms. Gerber MOVED, seconded by Mr. Melody –

TO approve the amended language in the Optum lease contract for the Leisure World healthcare facility, extending Optum's lease at a rate of \$65,000 per month for 60 months, with the lease's five-year term commencing October 1, 2023.

Two Directors spoke on this motion.

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



FINAL VOTE: Adopt Section 2.4, RFID Transmitters, Within 10-2000-2, Consolidated Fee Schedule

Ms. C. Thompson MOVED, seconded by Mr. Melody -

TO ratify 10-2000-2, Consolidated Fee Schedule, and section 2.4 of the rule, approving fees for multiple RFID tags.

Six Directors and the Executive Director spoke on this motion.

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

FINAL VOTE: Adopt Section 1.2., Temporary Member RV Parking, Within 10-2000-2, Consolidated Fee Schedule

Ms. C. Thompson MOVED, seconded by Ms. Jacquelin –

TO ratify section 1.2. of Rule 10-2000-2, Consolidated Fee Schedule, approving fees for temporary Recreational Vehicle parking for Members.

Six Directors spoke on the motion.

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

AD HOC REPORT

1.8 Ad Hoc Committee

Chair Damoci updated Board members with information about the 1.8 Ad Hoc Committee.

ADJOURNMENT

The meeting was adjourned at noon.

Carol Levine, Corporate Secretary
Golden Rain Foundation
TM:08-22-23



GOLDEN RAIN FOUNDATION
Board Action Item
September 26, 2023

BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: DIRECTOR OF FINANCE
BOARD ACTION: ACCEPTANCE OF THE JULY 2023 FINANCIAL STATEMENTS

Following a review of the financial statements, in accordance with Policy 14-5115-3 and all applicable sections of the Civil Code 5500.

Recommendation:

To accept for audit and forward to the GRF Board the interim financial statements for the period ending July 31, 2023, as presented by the Senior Director of Member Services, and as reviewed by the Administration Committee.



July Budget Highlights	
Income	\$12,787,444.56
Expense	\$12,730,016.53
Net	\$57,428.03

Account Balances	
Reserve	\$10,308,031.00
Capital	\$1,510,338.00
Unbudgeted Operating	\$48,076.89

VARIANCES

Department	GL	Mon. Variance	YTD Variance	Notes
Revenue	Cert Prep - Escrow	\$0	-\$45,300	Escrow YTD less than budget
Revenue	Escrow Recovery	\$14,082	\$14,513	HomeWise Docs
Revenue	Parking Spot	-\$149	-\$20,845	AR -RV rental Leases
Revenue	Other Income	\$331	\$23,574	Recreation Sales
Revenue	Rental Income	\$29,725	-\$4,101	Onsite sales less than budgeted. July numbers helped YTD deficit.
Revenue	Display Advertising	\$2,548	\$39,817	Inserts moving to Newspaper ads
Revenue	SRO Labor Recovery	\$31,628	-\$40,655	Less billable hours. July numbers helped YTD deficit.
HR	Wages & Benefits	\$40,710	\$478,074	Less permanent staff than budgeted
HR	Continuing Education	-\$2,704	\$9,976	Less education expense than budgeted
HR	Temp Agency	-\$68,582	-\$460,302	Unanticipated temps - ODO in Security
Administration	Office Supplies	-\$490	-\$13,218	Home Depot, So Cal Auto/Truck, Alpha Water Systems
Administration	Legal	\$2,348	\$27,073	\$20k in litigation
Member Services	Legal-Trust	-\$4,906	-\$13,663	No fee for review past initial contact
Member Services	Legal-Fair Housing	\$2,000	\$13,852	Little expense in 2023
Facilities	Utilities	-\$21,716	-\$91,120	Q1 gas expenses, electricity

VARIANCES

Department	GL	Mon. Variance	YTD Variance	Notes
Facilities	Building Repair	-\$17,177	-\$31,166	July - Lighting maintenance yard, AC service - multiple locations
Facilities	Janitorial	\$4,508	\$46,055	Contract lower than budget
Facilities	Other Service Contracts	\$310	\$13,952	Reduced water filtration contract & new printer leases
IT	Computer Supplies	\$22	-\$11,971	Phys prop iPad cases & wall mount for switch
IT	Other Professional	-\$11,310	-\$26,786	Billable hours - FTS (server room rebuild) Boyer (Dynamics) ELC (website)
Recreation	Community Entertainment	\$7,461	\$30,924	Negotiated costs are under budget
Newspaper Printing	Newspaper Printing	\$2,877	\$20,565	Over budgeted due to inflation and unpredictability

BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: DIRECTOR OF FINANCE
BOARD ACTION: RESERVE FUNDS INVESTMENT PURCHASE

Investment Activity – July 2023

Investment Portfolio - All Funds						
<i>7/31/2023</i>						
Financial Institution & Type	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	General Operating Fund	Total Funds	Uninsured Funds
Morgan Stanley - Cash	-	15,829	-	-	15,829	-
Morgan Stanley - Deposits	-	490,000	-	-	490,000	-
Morgan Stanley - CDs	-	4,645,000	-	-	4,645,000	-
US Bancorp CDs	-	4,370,268	1,180,000	-	5,550,268	-
US Bank - Money Market	780,561	2,092,776	1,136,938	169,389	4,179,664	-
Total Funds	780,561	11,613,872	2,316,938	169,389	14,864,932	-
Total Liquid Funds		2,108,604	1,136,938			
Maturing Investments, Aug		1,380,000	150,000			
Pending Authorized Purchases		(455,000)	-			
Commitments as of 8/31/2023		(1,557,278)	(806,600)			
Cushion ¹		(750,000)	(1,000,000)			
Available for Investing		726,326	-			

¹On 7/19/2021, the Finance Committee established a lower liquid threshold of \$1M to be maintained in the capital fund.

Recommendation:

I move to authorize the purchase of brokered CDs through US Bank Corp and Morgan Stanley for \$725,000 with terms ranging from three (3) to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors.



BOARD ACTION REQUEST

DATE: SEPTEMBER 26,2023
TO: GRF BOARD OF DIRECTORS
FROM: DIRECTOR OF FINANCE
BOARD ACTION: AUTHORIZE TRANSFERS OF FUNDS FOR GRF PER CIVIL CODE 5502

Background:

Civil Code Section 5502 provides, among other things:

“Notwithstanding any other law, transfers shall not be authorized from the association’s reserve or operating accounts without prior written approval from the board of the association unless the amount of the transfer is less than the following:

* * *

(2) The lesser of ten thousand dollars (\$10,000) or 5 percent of the estimated income in the annual operating budget, for associations with 51 or more separate interests.”

Recommendation:

That the Board of Directors authorizes the following transfers of funds:

Date	Vendor	Amount
08/29/2023	US Bank - General - 6144 Inv # AUG2023CF; J&J Landscaping, Inc. Chk # 3672	\$10,500.00
08/29/2023	US Bank - General - 6144 Inv # 15010489; Athens Services Chk # 0	\$14,001.57
08/29/2023	US Bank - General - 6144 Inv # AUG2023GC; J&J Landscaping, Inc. Chk # 3672	\$14,200.00
08/11/2023	US Bank - General - 6144 Inv # IN-0000320691; SC Fuels Chk # 3538	\$16,366.92
08/29/2023	US Bank - General - 6144 Inv # 2406983; Preferred Employers Chk # 0	\$20,834.00
08/29/2023	US Bank - General - 6144 Inv # 75001; Off Duty Officers,Inc. Chk # 3674	\$25,065.62
08/11/2023	US Bank - General - 6144 Inv # 74447; Off Duty Officers,Inc. Chk # 3562	\$27,265.08
09/20/2023	US Bank - General - 6144 Inv # 75226; Off Duty Officers,Inc. Chk # 3790	\$28,056.58

08/22/2023	US Bank - General - 6144 Inv # 74629; Off Duty Officers,Inc. Chk # 3646	\$28,815.26
08/28/2023	Employees' 401k Funding 08-25-23; Empower Trst Company,LLC Chk # 0	\$30,361.89
08/14/2023	Employees' 401k Funding 08-11-23; Empower Trst Company,LLC Chk # 0	\$30,708.27
09/11/2023	Employees 401k Funding 09-08-23; Empower Trst Company,LLC Chk # 0	\$31,439.61
09/20/2023	US Bank - General - 6144 Inv # 23G371; Certified Roofing Applicators, Inc. Chk # 3797	\$92,657.50
08/10/2023	Payroll Taxes 08-11-23; Payroll Taxes 08-11-23 Chk # 0	\$97,055.77
08/24/2023	Payroll Taxes 08-25-23; Payroll Taxes 08-25-23 Chk # 0	\$97,707.56
09/07/2023	PR Taxes Paid 09-08-23; PR Taxes Paid 09-08-23 Chk # 0	\$98,973.97
08/01/2023	US Bank - General - 6144 Inv # 1919920A; Anthem Blue Cross Chk # 3469	\$103,921.21
09/06/2023	US Bank - General - 6144 Inv # 282315H004; Anthem Blue Cross Chk # 3708	\$104,824.31
09/21/2023	PR Taxes 09-22-23; ADP, Inc. Chk # 0	\$107,016.31
08/15/2023	US Bank - General - 6144 Inv # 27838; Innovative Cleaning Serv Chk # 3601	\$130,486.85
09/12/2023	US Bank - General - 6144 Inv # 28052; Innovative Cleaning Serv Chk # 3753	\$130,486.85
08/11/2023	US Bank - General - 6144 Inv # 60-01423-00; City of Seal Beach Chk # 3526	\$148,483.48
09/12/2023	US Bank - General - 6144 Inv # 60-01423-00; City of Seal Beach Chk # 3725	\$159,933.64
08/22/2023	US Bank - General - 6144 Inv # 8008; D L D Insurance Brokers Chk # 3619	\$193,932.33
08/23/2023	Fund Payroll 08-25-23	\$270,500.00
09/19/2023	Fund Payroll 09/22/23	\$292,500.00

GOLDEN RAIN FOUNDATION LEASE

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made on _____ 2023, between GOLDEN RAIN FOUNDATION ("GRF" or "Landlord"), a California not for profit mutual benefit corporation, and ALZHEIMER'S ORANGE COUNTY ("AlzOC"), a community based non-profit service organization, who agrees as follows:

RECITALS

- A. GRF is the Trustee of the premises located at 1661 Golden Rain Road, Seal Beach, California 90740 ("Premises"), sometimes referred to as "Club House 6."
- B. AlzOC wishes to lease two (2) rooms on the second floor of the Premises and desires to use: (i) the activity room (approximately 552 sq. ft); (ii) the adjacent staff office (approximately 175 sq. ft) from 9am to 3pm on Tuesdays and Thursdays; and (iii) the dance studio on Thursdays for 90 minutes between 10am and 2pm of the Premises, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for valuable consideration the receipt of which is acknowledged by the parties, GRF and AlzOC agree as follows:

1. TERM.

- a. Term: The term of this Agreement shall be nine (9) months, commencing January 1, 2024 and shall expire September 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
- b. Renewal Term: Following the expiration of the Term referenced in Subsection 1(a) above, and unless GRF terminates this Agreement under Section 1(c) below, AlzOC shall have the option to renew the lease for an additional nine (9) month term at a rate to be determined by GRF and thereafter communicated to AlzOC at least 60 days prior to the expiration of the Initial Term above. To invoke the option for the Renewal Term, AlzOC shall notify GRF of its intent to extend the Agreement, in writing, pursuant to the notice provisions contained in Section 14 below, at least 60 days prior to the expiration of the Initial Term. Additional Renewal Terms may be only affected by the written agreement of both parties.
- c. Termination: This Agreement may be terminated by either party by providing written notice of intent to terminate to the other party, at least 60 days prior to the expiration of the Initial Term or any Renewal Term, pursuant to the notice provisions contained in Section 14 below. If a party

gives a notice under this section 1 (c), then this Agreement will terminate on the last day of the then-current term.

2. ACCEPTANCE OF PREMISES. AlzOC has examined the Premises, acknowledges that the Premises are in good condition and repair, and fully accepts the Premises in its present condition. *AlzOC further agrees that GRF shall have the option to relocate AlzOC to space currently being renovated at 13681 El Dorado Drive, Seal Beach, California 90740, sometimes referred to as "Club House 2," subject to GRF providing AlzOC with thirty-day (30) advance written notice of same and such action by GRF shall not constitute a breach of this Agreement or create any liability on the part of GRF.*

3. RENT.

- a. Monthly Rent: For the period of the Term referenced in subsection 1(a) above, AlzOC shall pay to GRF a monthly rental payment in the amount of \$1,500.00, by the first of each month and is subject to late fees of ten percent (10%) of the balance due as additional rent if not paid within ten (10) days after the due date, during the term of this Agreement.
- b. Renewal Term Rent: In the event this Agreement is extended for a Renewal Term, AlzOC shall pay to GRF a minimum rental to be determined by GRF and thereafter communicated to AlzOC at least 60 days prior to the expiration of the Initial Term outlined in 1(a) above, per month payable in equal installments payable on or before the first each month and is subject to late fees of ten percent (10%) of the balance due as additional rent if not paid within ten (10) days after the due date.
- c. GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.
- d. Payments: Rent payments shall be sent to GRF at the following address:

Golden Rain Foundation
Attn: Cashier
PO Box 2069
Seal Beach, CA 90740

4. USE. The Premises shall be used for the purpose of providing an affordable, safe, friendly, supervised, state licensed gathering and activity space exclusively for the benefit of and restricted to GRF members, qualified GRF member occupants, any persons designated under Civil Code Section 51.3 as a "qualified permanent resident," all lawful residents of Seal Beach Leisure World, and GRF member applicants living with dementia (hereinafter "Eligible Patients").

- a. Compliance with Law: AlzOC shall not permit the Premises to be used for an unlawful activity and any personnel of AlzOC that conflicts with any

GRF policies pertaining to the Premises. AlzOC shall be responsible for any federal, state and local licensing fees and costs and any federal, state and local licensing requirements related to the services AlzOC provides as outlined above.

- b. Prohibition Against Nuisance: AlzOC shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises. AlzOC shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of nearby property, or in any manner that violates the law. AlzOC shall be responsible for complying with all governing documents of GRF throughout the entire lease term, all of which has been provided to AlzOC, or AlzOC has had the opportunity to obtain and review same.
 - c. Compliance with Rules Adopted by GRF: AlzOC's use of the Premises shall be conditioned upon any rules adopted by GRF and communicated to AlzOC.
- 5. INDEPENDENT CONTRACTOR. AlzOC shall operate as an independent contractor, maintaining its own corporation as a distinct and separate entity from GRF. AlzOC acknowledges and agrees that all acts by AlzOC are as a fully independent corporation and that it has no ties, obligations and/or working relationship with GRF independent of this Agreement. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of AlzOC or its personnel. Further, AlzOC acknowledges and agrees that its employees, staff and agents shall have no authority to enter into contracts on behalf of GRF or to create obligation on the part of GRF.
- 6. MAINTENANCE. AlzOC shall be responsible, at its own cost and expense, for all maintenance, cleaning, repair and upkeep of the Premises. AlzOC's maintenance obligations include the following:
 - a. AlzOC shall be liable for any damage to the Premises resulting from the acts or omissions including but not limited to; AlzOC, its employees, service providers, contractors, staff and/or Eligible Patients.
 - b. If AlzOC proposes a change to the exterior of the Premises or a structural modification to the building, it must first obtain the prior written approval of GRF.
- 7. DEATH NOTIFICATION. AlzOC shall make a reasonable effort to notify GRF in writing in the event of a death of one of its Eligible Patients at the Premises. Time is of the essence with respect to this provision.
- 8. UTILITIES AND SERVICES. GRF will pay for all heat, light, power and water necessary for the operation of the Premises. AlzOC shall not be responsible for any common areas servicing the Premises, such as a parking lot or other area

necessary for ingress or egress to the Premises or where the Premises are located.

9. TAXES & ASSESSMENTS. AlzOC shall cause to be paid before delinquency any and all taxes levied or assessed which become payable during the term of this Agreement upon all of AlzOC's equipment, furniture, furnishings and all of AlzOC's improvements and other personal property located at the Premises. Failure to timely pay such taxes shall constitute a breach of the terms of this Agreement.

10. INDEMNITY & INSURANCE.

- a. Indemnity: AlzOC, on behalf of itself and its directors, officers, members, employees, agents, personnel, successors, and assigns, agrees to indemnify, defend with reasonably acceptable counsel and hold harmless GRF and its Board members, directors, officers, agents, managers and employees from any claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, and reasonable attorneys' fees arising from AlzOC's use of the Premises.
- b. Insurance: AlzOC, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement, the following insurance coverage from an insurance company that is rated by AM Best as "A" or "better than A," with GRF as an additional insured: (i) comprehensive liability insurance including automobile coverage, completed operations coverage and blanket contractual coverage with minimum bodily injury liability limits of \$3,000,000 to any one person and \$3,000,000 for all claims arising out of any single occurrence and minimum property damage liability limits of \$3,000,000 arising out of any single occurrence fully covering AlzOC against any loss because of injury or damage to persons or property during the performance of this Agreement, said coverage to include all operations and approved subcontract work performed hereunder, all contractual obligations incurred in connection herewith, all products or completed operations and all vehicles whether owned or non-owned by AlzOC and its employees, used in connection with the performance of this Agreement; and (ii) worker's compensation insurance with a minimum limit of coverage of \$1,000,000, and provide a Workers' Compensation Waiver of Subrogation Endorsement naming GRF and Mutuals 1-12 and 14-17.

Throughout the Term, AlzOC shall procure and maintain "all-risk" commercial property insurance from an insurance company that is rated by AM Best as "A" or "better than A," with GRF as an additional insured for the Premises in the amount of the full replacement value of the Premises, as the value may exist from time to time.

- c. Waiver of Claims/Subrogation. GRF and AlzOC do hereby waive any and all claims against one another for damage to or destruction of real or

personal property to the extent such damage or destruction can be covered by customary and commercially reasonable “all risks” property insurance. The risk to be borne by each party shall also include the satisfaction of any deductible amounts required to be paid under such insurance and each party agrees that the other party shall not be responsible for satisfaction of such deductible. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by “all risks” property insurance of the type required by this Agreement.

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

12. DEFAULT. The occurrence of any of the following shall constitute a default by AlzOC: (a) failure to pay rent when due, (b) abandonment and vacating of the premises for thirty (30) consecutive days, or failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to AlzOC. If a default cannot reasonably be cured within thirty (30) days, AlzOC shall not be in default of this Agreement if AlzOC commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

- a. Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that AlzOC perform the provisions of this Agreement or surrender the premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless GRF so elects in the Notice.
- b. GRF shall have the following remedies if AlzOC commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.
 - i. GRF may terminate this Agreement and AlzOC’s right to possession of the premises at any time upon the giving of thirty (30) days’ notice to quit.

- ii. No act by GRF other than giving notice to AlzOC shall terminate this Agreement.
 - iii. GRF, at any time after AlzOC commits a default, can cure the default at AlzOC's cost. If GRF at any time, by reason of AlzOC's default, pays any sum or does any act that requires the payment of any sum, the sum paid by AlzOC shall be due immediately from AlzOC to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.
13. RIGHT OF ENTRY. GRF and its authorized representatives shall have the right to enter the premises at all reasonable times to determine whether the premises are in good condition and whether AlzOC is complying with its obligations under the Agreement. GRF and its authorized representatives shall have the right to correct any deficiencies in maintenance, repairs, etc., that AlzOC may neglect or refuse to make in accordance with the Agreement and charge the costs for same to AlzOC.
14. NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail. Written notices shall be directed to the following addresses:

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

16. 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.

17. MISCELLANEOUS. This Agreement and all exhibits thereto 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.

18. AlzOC is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPPA") and in order for AlzOC to comply with HIPPA, AlzOC must restrict access to the portions of the Premises where patient medical records are kept or stored. GRF hereby agrees that notwithstanding the rights granted to Landlord, pursuant to this Agreement, except when accompanied by an authorized representative of AlzOC, neither GRF nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by AlzOC as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy Laws. GRF further agrees to comply with the provisions of HIPAA and all applicable medical privacy Laws in connection with GRF's entry into the Premises and to comply with all AlzOC's policies and procedures with respect to confidentiality of health information in connection with GRF's entry into the Premises.

GOLDEN RAIN FOUNDATION

President (*signature*): _____

Print: _____

Date: _____

**ALZHEIMER'S ORANGE COUNTY
("AlzOC")**

President (*signature*): _____

Print: _____

Date: _____



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES COMMITTEE
ACTION: SEWER PREVENTATIVE MAINTENANCE THREE-YEAR CONTRACT

Committee Approval:

At its September 5, 2023 meeting, the Facilities Committee opened and reviewed bids and recommended the GRF Board award a three-year contract to Empire Pipe Cleaning and Equipment for a cost of \$127,150.

Background:

The Physical Property Department sent a Request for Proposal (RFP) for a 3-year preventative maintenance sewer cleaning contract. The current contract has expired, and work is required in December 2023. Listed below are the companies that were sent an RFP, which included a prebid mandatory meeting. Two bids were received for the three-year total.

- | | |
|--|------------------------------------|
| • Empire Pipe Cleaning and Equipment – | present at the meeting – \$127,150 |
| • A-1 Total Service Plumbing - | no show at the meeting – \$396,000 |
| • Performance Pipeline Technologies - | no show – no bid received |
| • Pro Pipe Professional Pipe Service - | no show – no bid received |
| • Sewer Pros - | no show – no bid received |

Fiscal Impact:

Three-year preventative sewer maintenance contract, Funding to come from Operations. Last year's cost was \$39,000.

2023-\$40,597 **2024**-\$42,221 **2025**-\$44,332

Recommendation:

I move to award a three-year contract (2023-2025) to Empire Pipe Cleaning and Equipment for \$127,150 and authorize the President to sign the contract.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BID SUMMARY
2023-2025 SEWER MAINTENANCE FOR COMMUNITY FACILITIES

BIDS DUE: FRIDAY, AUGUST 4, 2023

BIDDER	TOTAL BID	YEAR ONE (2023)	YEAR TWO (2024)	YEAR THREE (2025)
A-1 Total Service Plumbing	\$396,000.00	\$132,000.00	\$132,000.00	132,000.00
Empire Pipe Cleaning & Equipment, Inc.	\$127,150.00	\$40,597.00	\$42,221.00	\$44,332.00
Performance Pipeline Technologies, Inc.	NO BID RECEIVED			
Pro Pipe Professional Pipe Services	NO BID RECEIVED			
Sewer Pros	NO BID RECEIVED			



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: ADMINISTRATION COMMITTEE
BOARD ACTION: RESCIND 40-5522-3, SAFE DEPOSIT BOXES

Committee Approval:

On September 14, 2023, the Administration Committee recommended the Board of Directors rescind 40-5522-3, Safe Deposit Boxes

Background:

This rule, initially formulated in 1972, was repeatedly amended as the Foundation employed computer technology in its operations. Information Technology staff were authorized access to the safe deposit box for off-site storage of the Foundation's daily computer operations located on external storage devices. Cloud storage and continuous backup have rendered external hard-drive storage unnecessary.

Research performed by the President found no current employee permitted access to a safe deposit box under this rule's provision has knowledge that the Foundation continues to possess a safe deposit box.

Fiscal Impact:

There is no anticipated change in revenue or expenses as a result of adopting this rule.

Recommendation:

I move to rescind 40-5522-3, Safe Deposit Boxes.



FINANCE

Safe Deposit Boxes

The Golden Rain Foundation (GRF) maintains a Safe Deposit box located at Wells Fargo Bank for the sole purpose of secure storage of the Foundation's property as the Board deems appropriate.

1. Any ~~two-one~~ of the following people ~~acting together are~~ is authorized to access the GRF's Safe Deposit box:

1.1. Director of Finance

1.2. IT Supervisor ~~Human Resources Director~~

1.3. IT Technician ~~Security Services Director~~

Document History

Adopted:	19 Sep 72	Revised:	20 Jan 76	Revised:	16 May 95
Amended:	22 Apr 14	Amended:	27 Mar 18	Amended:	23 Jul 19
<u>Amended:</u>	<u>23 Mar 21</u>				

Keywords: Finance Safe Deposit



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: ADMINISTRATION COMMITTEE
BOARD ACTION: ADOPT 2024 STRATEGIC SPENDING OUTLINE

Committee Approval:

At its September 14, 2023, meeting, the Administration Committee recommended the Board of Directors adopt the preliminary strategic spending outline as a resolution.

Background:

The new committee structure places the former Strategic Planning and Finance committees under the auspices of the Administration Committee. For the first time in recent memory, this coordinates the organization's long-term strategy with the financial oversight to facilitate the strategic plan's execution. At the request of the Administration Committee chair, the executive director and senior director of member services agreed to coordinate a training session to begin the process of developing a comprehensive strategic plan.

On September 1, 2023, members of the Administration Committee met with the GRF Executive Director, three Senior Directors and the Human Resources Director for a strategic planning training workshop. Using the tools and procedures discussed, the group formulated and prioritized a list of projects to help guide the Board's 2024 expenditures of its limited capital funds.

The proposed strategic spending outline represents the Administration Committee's preliminary appraisal of the Foundation's 2024 discretionary spending priorities and estimates the proportion of the Foundation's anticipated 2024 capital fund contributions needed to complete the suggested projects.

Fiscal Impact:

There is no fiscal impact associated with this action. The proposed outline only designates spending priorities and estimates the cost for each. The Board's judgment to authorize a project remains the Board's exclusive prerogative.

Recommendation:

I move to accept the 2024 Strategic Spending Outline as a guide to the GRF's Capital Fund spending priorities in the 2024 fiscal year.

2024	
Annual Contribution	\$250,000.00

PAPM	\$3.43
------	--------

Community Garden	\$0.34	10%
EV Charging	\$0.69	20%
Building Access	\$0.69	20%
Traffic Flow (MG)	\$0.34	10%
Café	\$0.34	10%
Conference Room	\$0.51	15%
Bocce Ball	\$0.51	15%

100%

Annual Contribution	Months to Fund	Years to Fund	Funds Needed
\$25,000.00	20.26	1.69	\$42,208.74
\$50,000.00	94.63	7.89	\$394,276.34
\$50,000.00	26.25	2.19	\$109,379.72
\$25,000.00	23.50	1.96	\$48,966.20
\$25,000.00	107.75	8.98	\$224,483.10
\$37,500.00	13.51	1.13	\$42,208.74
\$37,500.00	11.10	0.93	\$34,689.86



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES COMMITTEE
ACTION: THREE-YEAR CONTRACT COMMUNITY FACILITIES AND GOLF COURSE LANDSCAPE

Committee Approval:

At its September 5, 2023, meeting, the Facilities Committee (FC) recommended the GRF Board accept the J&J Landscaping proposal to extend the current community facilities and golf course landscape maintenance contract an additional three years, increasing the monthly payment by \$700 for each of the two accounts in each of the three succeeding calendar years of the contract.

JJ Landscape proposal	Current 2023	Proposed 2024	Proposed 2025	Proposed 2026	3 yr total
Golf Course	\$ 170,400	\$ 178,800	\$ 187,200	\$ 195,600	\$ 732,000
Community Facilities	\$ 126,000	\$ 134,400	\$ 142,800	\$ 151,200	\$ 554,400
Combined Totals	\$ 296,400	\$ 313,200	\$ 330,000	\$ 346,800	\$ 1,286,400

Background:

The current contract for Community Facilities and Golf Course Landscape Maintenance was awarded to J&J Landscaping on January 1, 2021, and is due to expire December 31, 2023. Before holding a bidder conference and obtaining bids for this three-year maintenance contract the Physical Property Department received a letter from J&J requesting an extension to the current contract. The FC reviewed this request at its September meeting, and determined that J&J's extension offer, which represented a 5.7% increase for the firm's 2024 services, a 5.4% increase for 2025, and a 5.1% increase in the contract's final year, would match or be lower than any other acceptable bidder.

Fiscal Impact:

There is \$300,000 in the 2023 operating budget for these combined areas.

Recommendation:

In exception to policy 40-5506-3, Request for Proposal Requirement, I move to extend the current J&J Landscaping proposal for community facilities and golf course landscape maintenance contracts until December 31, 2026, increasing the monthly payment by \$700 for each of the two accounts in each of the three succeeding calendar years of the contract, and authorize the President to sign the contract. The total cost for the three-year contract shall not exceed \$1,286,400.



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: MEMBER SERVICES COMMITTEE
BOARD ACTION: APPROVAL PICKLEBALL TOURNAMENT

Committee Approval:

At its September 12, 2023, meeting, the Member Services Committee recommended that the GRF Board temporarily waive provisions in Policy 70-1506-1 prohibiting non-Members from using the pickleball courts in order to facilitate a tournament in LWSB between the Leisure World Pickleball Club and the Laguna Woods Pickleball Club.

Background:

Policy 70-1406-1, Section 1.7, authorizes Members in good standing to use the Multipurpose Courts at Mission Park, Clubhouse 2; however, guests are not permitted to play. The club has asked for a waiver of the guest prohibition for a tournament. The LW Pool Club and the LW Table Tennis Club have previously sponsored tournaments that allowed guests to participate.

Fiscal Impact:

None.

Recommendation:

I move to temporarily waive provisions of Policy 70-1506 prohibiting non-Members from using the Multipurpose Courts, allowing guests from the Laguna Woods Pickleball Club to participate in a pickleball tournament in LWSB hosted by the Leisure World Pickleball Club.

Capital Funds July 2023	
Balance	\$1,510,338.25
Monthly Funding Budgeted	\$66,667.00
Monthly Funding Actual	\$0.00
Proposed Capital Expenditures	
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
ITEM	\$0.00
Total Balance Remaining	\$1,510,338.25
Stock Transfer Transactions	
January	16
February	24
March	24
April	38
May	30
June	32
July	37
August	41
September	27
October	
November	
December	
	2023



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES COMMITTEE
ACTION: RESERVE FUNDING REQUEST: ADMIN BUILDING HVAC REROUTE

Committee Approval:

At its September 5, 2023, meeting, the Facilities Committee recommended the GRF Board award a \$14,500 contract to Greenwood Heating and Air and add a 10% contingency for a total cost not to exceed \$15,950 to reroute ductwork and install thermostats in three upstairs office areas in the Administration Building.

Background:

Several upstairs Administration Building offices have competing heating and cooling issues. The Physical Properties Department was asked to obtain a quote to modify portions of the HVAC system in three offices to prevent this problem. Listed below are the general specifications and pricing from our contractor of record, Greenwood Heating and Air:

- Zone 5 office spaces and convert into three zones with three separate thermostats
- Greenwood Heating and Air - \$14,500

Fiscal Impact:

Funding to come from Reserve HVAC Systems

Recommendation:

I move to award a \$14,500 contract to Greenwood Heating and Air to reroute ductwork and install thermostats in three upstairs office areas in the Administration Building, adding a 10% contingency for a total cost not to exceed \$15,950 Reserve Funding and authorize the President to sign the contract.

BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES COMMITTEE
ACTION: RESERVE FUNDING REQUEST: CHANNEL FENCE REPLACEMENT PHASE ONE

Committee Approval:

At its September 5, 2023, meeting the Facilities Committee recommended the GRF Board award a contract to Quality Fence for \$99,000 to remove and replace approximately 2,000 linear feet of chain link fence at the channel and add a 20% contingency (city and county permits and plant removal) for a total cost not to exceed \$118,800.

Background:

The 2023 Reserve Study calls for \$100,000 of replacement chain link fence at the channel. The Physical Property Department requested bids to replace approximately 2,000 linear feet of 1-inch mesh fencing, paint the existing poles, and add top rails within the area noted below.



At its September 5, 2023, meeting the Facilities Committee reviewed the following bids:

- Certified Roofing Applicators- \$108,131
- Saddleback Fence- \$96,469 for 1736 feet
- Quality Fence- \$99,000

There committee discussed the need for a top rail on this fence, as this could reduce the cost of the project, and the color choice.

Fiscal Impact:

Funding to come from Reserves scheduled for this year

Recommendation:

I move to award a \$99,000 contract to Quality Fence to remove and replace approximately 2,000 linear feet of chain link fence at the channel and add a 20% contingency (city and county permits and plant removal) for a total cost not to exceed \$118,800 Reserve Funds and authorize the President to sign the contract.



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES COMMITTEE
ACTION: RESERVE FUNDING REQUEST: CLUBHOUSE ONE RENOVATIONS

Committee Approval:

At its September 5, 2023, meeting, the Facilities Committee reviewed proposed Clubhouse One renovations and recommended the GRF Board award contracts to Hutton Painting for \$52,400 to repaint the interior and exterior, including the shuffleboard court (Reserve Funding); to Pacific 3 Electric for \$71,990 to replace the lobby and main room lighting fixtures (Reserve Funding); and to Custom Glass for \$74,060 to replace windows on the lobby's north and south sides and the main room (Capital Funding), for a total cost not to exceed \$218,295 including a 10% contingency and authorize the President to sign the contracts. The Executive Director subsequently submitted an amended motion for the Board's consideration that would delay the window replacement so it could be funded through GRF's Reserves, rather than from its limited Capital Account.

Background:

The Facilities Committee tasked the Physical Property Department to seek bids for Clubhouse One renovations. Specifications and costs are as follows:

Scope of Work:

- Repaint the interior and exterior of Clubhouse One and Shuffle Board Building
- Install new light fixtures for the main room and lobby of Clubhouse One
- Replace north and south side windows of Clubhouse One, main room, and lobby

Bids:

Clubhouse One/Shuffle Board Court: Painting

- First Street Painting interior/exterior paint - \$62,230
- Hutton Painting interior/exterior paint - \$52,400

Clubhouse One: Light fixtures in main room and lobby:

- MWG Electric - \$90,894
- Pacific 3 Electric - \$71,990
- Hadi Construction - no bid

Clubhouse One: Window replacement main room and lobby:

- Custom Glass - \$74,060
- Bodies Glass - no bid

Fiscal Impact:

Project funding in the 2023 Reserve Study:

- Clubhouse one interior light fixture: \$75,000
- Clubhouse One interior/exterior paint: \$54,000
- Total Reserves \$129,000
- Capitol Funding for window replacement \$74,060

Note: The Executive Director has added window replacement to the Reserve Study Recommendation: Delaying Clubhouse 1's window replacement until January 2024 would allow GRF to pay for the windows from its reserves account.

Recommendation:

I move to award contracts for Clubhouse One work to Hutton Painting for \$52,400 to repaint the interior and exterior, including the shuffleboard court (Reserve Funding); and to Pacific 3 Electric for \$71,990 to replace the lobby and main room lighting fixtures (Reserve Funding), for a cost not to exceed \$136,829, including a 10% contingency. I further move to award a contract to Custom Glass for \$74,060 to replace the windows on the lobby's north and south sides and the main room (Reserve Funding) with the contract to be executed after January 1, 2024, for a cost not to exceed \$81,466, including a 10% contingency, and authorize the President to sign the contracts.



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: ADMINISTRATION COMMITTEE
BOARD ACTION: AMEND 40-5061-2, FEES

Committee Approval:

At its September 14, 2023 meeting, the Administration Committee recommended the Board of Directors amend 40-5061-2, Fees.

Background:

The Board of Directors, at its September 29, 2023, meeting, voted to transfer \$500,000 from the Foundation's capital funds account to its reserve account in order to reduce the anticipated 2023 monthly assessment by \$6.31. The approved motion anticipated that excess 2022 income would be used to replace the monies transferred from the capital fund. That excess 2022 funding was not realized.

At its February 28, 2023, meeting, the Board amended 40-5061-2, Fees, changing the designation of amenities fees from an equal division between reserve and capital funds. The board designated 100% of all amenities fees to be assigned to the Reserve Fund to recover a shortfall in Reserve Fund contributions. The motion required the Finance Committee (since superseded by the Administration Committee) to review the distribution of the Amenities Fee as part of the annual budget process.

Anticipating the need for continued investments in the Reserve Fund, staff has proposed that the rule's distribution of funds between the Reserve Fund and the Capital Fund should be dictated by a contemporaneous determination of each year's budget priorities and suggested language establishing that.

The amended rule also changes the nomenclature of the community entry fee from "Amenities" to "Membership." It adds a description recognizing that the entry fee is the Member-applicant's contribution to 60 years of infrastructure funded by previous community residents. Finally, the proposed 40-5061-2 removes fees directed only toward leased units and consolidates those conditions in 40-3182-2, Member/Owner and Renter/Lessee Fines, Fees, and Deposits.

Fiscal Impact:

The new rule authorizes cost recovery for subsequent trust reviews when the initial submission contains insufficient information to facilitate the Trust attorney's validation. These costs were previously assumed by GRF. Staff anticipates recovered costs from this fee will be about \$16,000 annually..

Recommendation:

I move to amend GRF Rule 40-5061-2, Fees, renaming it Membership and Residency Fees, and changing its number to 14-5061-2.



Membership and Residency Fees

The Golden Rain Foundation (GRF) has set the following schedule of for fees that establish an Authorized Resident's residency and membership status. is established by the Golden Rain Foundation (GRF).

1. MEMBERSHIP FEE: FACILITIES AND AMENITIES (AMENITIES) FEE:

1.1. All ~~GRF Members (owner & co-owner), Co-occupants and Qualified Permanent Authorized Residents (A/R)~~ are required to pay, or enter a financing plan to pay, a one-time, non-refundable Amenities Membership fee when they initiate their residency in the community.-

1.2. The Amenities Membership fee for a GRF Member (owner & co-owner), Co-occupant and Qualified Permanent Resident(s) co-owner, establishes the A/R's investment in maintaining and improving community infrastructure funded by past Members, and funding those facilities that will enhance the experiences of present and future Members. It providesrepresents a use fee for access to and use of the Trust facilities and, amenities, and participation in GRF activities for those Members in good standing.-

1.3. Non-resident co-owners do not pay an Membership Amenities fee and have no right to use any ~~GRF of the~~ facilities or amenities except as a Member's guest of a Member where allowed.

1.4. The MembershipAmenities fee is calculated as twenty-five (25) times the monthly GRF assessment and rounded up to the nearest dollar. The MembershipAmenities fee is reviewed annually and any change of rates is implemented on January 1st of each year.

1.5. ~~Existing GRF Member (owner & co-owner), Co-occupant non-owner(s) and Qualified Permanent Resident(s)~~An A/R in good standing may transfer from one unit to another without having to pay the MembershipAmenities fee again.~~They have thirty (30) days to complete if the transfer is completed within 30 days.-~~

1.5.1. If an ARthey relinquishes their GRF membership for more than thirty (30) days, a new MembershipAmenities fee will need to must be paid at the rate current when their new unit is acquired.-

1.6. The Membership fee is allocated to the GRF Reserve Fund and GRF Capital Improvement Fund. The distribution to each is determined in accordance with the annual budget's approved requirements.~~The Amenities fee shall be allocated as follows:~~

~~1.6.1. One hundred percent (100%) into the GRF Reserve Fund.~~

~~1.6.2. The Finance Committee will review the distribution of the Amenities fee for the following year's budget as a part of the annual budgeting process.~~

2. PAYMENT OF MEMBERSHIPAMENITIES FEE:

(Feb 23)

GOLDEN RAIN FOUNDATION Seal Beach, California



Membership and Residency Fees

2.1. ~~Each A/R is~~~~New Members are~~ encouraged to pay the MembershipAmenities fee in full at the close of the purchase escrow. By California statute, GRF has established a finance plan ~~thato permits members to pay the~~ Amenities Membership fee over a seven-year period ~~for those Members who wish to finance the fee.~~

2.2. Members who opt to finance the payment of their MembershipAmenities fee must complete a Promissory Installment Note and agree to the Note's terms. ~~of the Note.~~

2.2.1. ~~If an~~~~Members opts~~ to finance the MembershipAmenities fee, the ~~Member~~ shall at the close of Escrow pay an ~~one-time~~ upfront payment of twenty-five percent (25%) of the total MembershipAmenities fee ~~at the close of Escrow~~ and make seven (7) equal annual installment payments of the remaining balance. Each annual payment will be due and payable on the anniversary of the unit's purchase ~~date of purchase~~ until the principal amount, including the finance charge, is paid in full.

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

2.2.3. In the event ~~that~~ a unit changes ownership before the MembershipAmenities fee is paid in full, the balance due must be paid before the transfer ~~can be~~ is completed.

~~2.2.4.2.3.~~ All co-occupant non-owners and qualified permanent residents must pay the MembershipAmenities fee in advance without an option to finance.

3. MEMBERSHIP ~~CERTIFICATE~~ AND MUTUAL STOCK CERTIFICATES PROCESSING FEE:

3.1. GRF shall issue one GRF membership certificate per unit.

3.2. GRF shall issue one Mutual stock certificate per unit in Mutuals 1-12 and 14-16. ~~They~~ These certificates may contain one or more names.

3.3. To cover the cost of preparing, recording and/or replacing either or both certificates, a certificate processing fee of three hundred dollars (\$300) will be charged in advance each time ~~eitherany~~ of the certificates are changed or altered.

3.4. The certificate processing fee will be waived when a Member elects to remove a deceased co-owner from the title and have new certificates issued. ~~The fee will be waived only~~ within one (1) year of the owner's death. ~~and Fees~~ will not be waived for other transfer requests such as ~~the~~ replacingement of lost certificates, or ~~the~~ addingtion or removingal of Member owners or non-resident co-owner(s).



Membership and Residency Fees

4. TRANSFER FEE – IN ESCROW:

The seller of a Mutual share of stock shall pay a transfer fee of six hundred dollars (\$600) to cover the cost of transferring ownership(s).

5. PROCESSING FEE

A Co-Occupant and Qualified Permanent Resident shall be charged a processing fee of one hundred and twenty dollars (\$120) to recover the set-up and processing costs.

6. MUTUAL CORPORATION FEES

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

7. STOCK TRANSFER LEGAL REVIEW OF TRUST FEES

7.1. Reviews of Trusts

Upon a Trust's requested transfer of stock ownership ~~by a Trust~~, either by the unit's sale ~~of a unit~~ or an in-house ownership transfer, Probate Code §18100.5 delegates to ~~the~~ GRF the right to require~~est~~ the current acting trustee or successor trustee to provide the Stock Transfer Office either a eCertification of ~~†~~Trust, or a copy of the ~~†~~Trust document for the GRF attorney to review ~~–prior to–~~ any completed transfer of ownership. The following procedures will be implemented.

7.1.1.

~~7.1.2.~~ 7.1.1. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the GRF attorney reviewing the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.

7.1.2. ~~To offset the cost of the required GRF attorney review, there shall be assessed to~~ At the time of the trust review the trustee or successor trustee shall be assessed, a fee of one hundred fifty dollars (\$150) representing the attorney's fee and GRF's pro-rated staff time, ~~to be collected at the time of the trust review.~~

7.1.3. If trust documents initially submitted fail to include information necessary to validate the trust, the trustee or successor trustee will be assessed an additional fee of seventy-five dollars (\$75) for the second review, and again for any subsequent attorney reviews. The reexamination of a trust will not begin until the additional fee is paid.

**Membership and Residency Fees****7.2. ~~Reviews of~~ Power of Attorney and Court Orders**

~~—Ninety dollars (\$90) per document, per review.~~

~~7.1.3.~~

8. ~~LESSEE ANNUAL AMENITIES FEE FOR ALL MUTUAL 17 LEASES INITIALLY DATED PRIOR TO JANUARY 1, 2021 AND SUBSEQUENT RENEWALS.~~

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

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

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

~~8.3.1. A twenty-five dollar (\$25) late fee, and~~

~~8.3.2. Interest at one percent (1%) per month (APR of 12%) from the original date due until the date the full payment is received.~~

~~8.4. In addition to late fees, for each check from a Lessee that a bank returns for any reason, the Lessee must pay a twenty-five dollar (\$25) returned check fee, and all bank charges assessed against the association.~~

~~8.5. If a Lessee becomes more than ninety (90) days delinquent, the Lessee will receive a 30-day notice of GRF's intent to suspend the right to use GRF amenities and Trust facilities. GRF may also refer the Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the Lessee.~~

~~8.6. GRF reserves the right to collect the delinquent account for the Amenities fee from Lessor.~~

~~8.7. Lessee Amenities fees shall be allocated as stated in Section 1.7.~~

~~9. The fee for verifying Powers of Attorney and Court Orders will be ninety dollars (\$90) per document, per review.~~

~~10. The fee for additional Leisure World maps will be one dollar (\$1) per map (shareholders excluded).~~

~~11.8.~~ All Fees are subject to annual review and are subject to change.

**Membership and Residency Fees****Document History**

Adopted:	21 Apr 70	Amended:	31 Aug 73	Amended:	20 Nov 73
Amended:	19 Aug 75	Amended:	31 Aug 77	Amended:	16 Jun 81
Rescinded:	20 Oct 81 (Amendments passed 16 Jun 81)				
Amended:	16 Dec 86 (Effective 01 Jan 87)				
Amended:	21 Jul 87 (Effective 01 Aug 87)				
Amended:	20 Sep 88 (Effective 01 Jan 89)				
Amended:	21 Nov 89				
Amended:	16 Nov 93 (Effective 01 Dec 93)				
Amended:	18 Nov 03 (Effective 01 Jan 04)				
Amended:	15 May 07 (Effective 01 Jul 07)				
Amended:	17 July 12 (Effective 01 Sept 12)				
Amended:	22 Apr 14 (subheading correction only)				
Amended:	28 Oct 14 (Effective 01 Jan 2015)				
Amended:	27 Oct 15 (Effective 01 Jan 2016)				
Amended:	27 Dec 16 (Effective 01 Jan 2017)				
Amended:	23 May 17 (Effective 01 each year)				
Amended:	19 Dec 17	Amended:	17 Dec 18	Amended:	23 Apr 19
Amended:	23 Jul 19	Amended:	22 Oct 19	GDC	26 Feb 20
Amended:	24 May 22	Amended:	22 Nov 22	Amended:	28 Feb 23

Keywords: Finance Fee Stock Transfer Amenities Lessee



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: ADMINISTRATION COMMITTEE
BOARD ACTION: AMEND 40-3182-2, MEMBER/OWNER AND RENTER/LESSEE FINES, FEES AND DEPOSITS

Committee Approval:

At its September 14, 2023, meeting, the Administration Committee recommended the Board of Directors amend 40-3182-2, Member/Owner and Renter/Lessee Fines, Fees and Deposits.

Background:

The implementation of California Assembly Bill 3182 on January 1, 2021, significantly loosened restrictions on leased housing in planned developments like Leisure World, whose establishing documents had limited shareholders in renting their units.

Prior to 2021, GRF had only sanctioned rentals in the Mutual 17 condominiums. To govern the rental privileges granted in the new legislation, the GRF Board formulated 40-3182-2, Member/Owner and Renter/Lessee Fines, Fees, and Deposits. Provisions governing the Mutual 17 rentals remained in 40-5106 Fees.

The proposed amendments to 40-3182-2 consolidate rental provisions for all the Mutuals into a single rule and standardize requirements for Members and Lessees wishing to rent a Leisure World Unit.

The amended rule adds a description recognizing that the lessee's Trust Property Use Fee (TPUF) is the Lessee-applicant's contribution to 60 years of infrastructure funded by previous community residents. It changes the rule's name to Leasing Fees.

Fiscal Impact:

The new rule's standardizes all mutuals' TPUF refunds to provisions that governed Mutual 17's pre-2021 leases, which may result in several thousand dollars of savings over the next five years.

Recommendation:

I move to amend GRF Rule 40-3182-2, Member/Owner and Renter/Lessee Fines, Fees and Deposits, incorporating rewording throughout, renaming it Leasing Fees, and changing its number to 14-3182-2.



Leasing Fees ~~Member/Owner (M/O) and Renter/Lessee (RL)~~ ~~Fines, Fees and Deposits~~

The Golden Rain Foundation (GRF) has established the following schedule of Member and Lessee fees, fines and deposits associated with leasing a unit in the community. All Fees are subject to annual review and are subject to change. Any unpaid fines, fees or charges incurred by a lessee are the ultimate responsibility of the Lessor/ Member

1. RENTAL PROCESSING FEES AND DEPOSITS

1.1. All Members wishing to lease their units must pay a five hundred (\$500) Stock Transfer Office (STO) Rental Processing fee.

1.2. Refundable Lessee Deposits

1.2.1. Lessee ID Card:.....\$500

1.2.2. Lessee GRF Vehicle Decal:.....\$100

1.3. Non-Refundable Lessee Pet Registration.... \$100 per animal
(pet approval subject to Mutual restrictions)

1.4. Fees as established by the individual Mutual Corporations

1.2. R/L FEES:GRF TRUST PROPERTY USE FEE (TPUF):

2.1. All Lessees are required to pay, or enter a financing plan to pay, ~~the a non-refundable Trust Property Use TPUF Fee when they initiate their residency in the community. The required annual Lessee Membership fee payment is due and payable~~ in full on the date of the lease agreement. No monthly payments can be made.

2.1.1. A Lessee who entered into a lease agreement before January 1, 2021, and has continuously maintained the agreement, may have chosen to pay the TPUF in four equal installments. The required annual Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. No monthly payments can be made.

2.1.2. A Lessee who entered into a lease agreement after December 31, 2020, must pay the TPUF fee in full on the date of the lease agreement.

4.1.

4.2.2. The TPUF is calculated as twenty-five (25) times the monthly GRF assessment and rounded up to the nearest dollar. The TPUF is reviewed annually and any change of rates is implemented on January 1st of each year.



Leasing Fees~~Member/Owner (M/O) and Renter/Lessee (RL)~~
Fines, Fees and Deposits

~~1.3.2.3.~~ The ~~TPUF~~Membership fee—establishes the Authorized Resident's A/R's investment in maintaining and improving community infrastructure funded by past residents~~Members~~, and funding those facilities that will enhance the experiences of present and future ~~Members~~residents. It provides access to and use of the Trust facilities and amenities, and participation in GRF activities for those ~~Lessees~~Members in good standing.

~~1.4.2.4.~~ The ~~Membership fee~~TPUF is allocated to the GRF Reserve Fund and GRF Capital Improvement Fund. The distribution to each is determined in accordance with the annual budget's approved requirements.

3. DELIQUENCY FEES AND COLLECTION CHARGES

3.1. Late Payments

~~1.4.1.3.1.1.~~ A twenty-five dollar (\$25) late fee, and

~~1.4.2.3.1.2.~~ Interest at one percent (1%) per month (APR of 12%) from the original date due until the date the full payment is received.

3.2. Returned Check: \$25, and all bank charges assessed against GRF.

~~1.5.~~

3.3. If a Lessee becomes more than ninety (90) days delinquent, the Lessee will receive a 30-day notice of GRF's intent to suspend the Lessee's right to use GRF amenities and Trust facilities. GRF may also refer the Lessee account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the Lessee.

1.6.

~~1.7.3.4.~~ GRF reserves the right to collect any unpaid fines, fees, fines, or charges from the Unit's Lessor.

4. LESSEE WITHDRAWAL

4.1. A Lessee in good standing may transfer from one unit to another without having to pay the TPUF again if the transfer is completed within 30 days.

4.1.1. If a Lessee does not complete a transfer to a different LWSB unit within thirty (30) days, a new TPUF must be paid at the rate current when the new unit is acquired.

4.2. TPUF Refund



Leasing Fees_Member/Owner (M/O) and Renter/Lessee (RL)-
Fines, Fees and Deposits

1.7.1.4.2.1. Mutual 17 leases commencing prior to January 1, 2021.
No refunds

1.7.2.4.2.2. All leases commencing after December 31, 2020, but before
January 1, 2024.-
Any TPUF refund will be prorated over a five-year period based on
the lease date. -No partial years will be refunded.-If the Lessee
moves out before five years is up the excess Any refund due will
be paidrefunded within sixty (60) days after the Lessee moves from
out of the community.

1.7.3.4.2.3. All leases commencing after December 31, 2023.-
No refunds.

4.3. Failure-to-Surrender Fees

1.7.4.4.3.1. ID Card.....\$500
1.7.5.4.3.2. Vehicle Decal.....;\$100
1.7.6.4.3.3. Caregiver Pass.....\$100
1.7.6.1.GRF Entry Pass.....\$100

Document History

Adopted: 23 Dec 20 Amended: 29 Jan 21

Keywords: Fine Fee Deposit Rental



BOARD ACTION REQUEST

DATE: SEPTEMBER 26, 2023
TO: GRF BOARD OF DIRECTORS
FROM: ADMINISTRATION COMMITTEE
BOARD ACTION: **TENTATIVE VOTE:** AMEND SECTION 1.3., RV LOT FEES, WITHIN
10-2000-2, CONSOLIDATED FEE SCHEDULE

Committee Approval:

On September 14, 2023, the Administration Committee recommended the Board of Directors amend Section 1.3 of 10-2000-2, Consolidated Fee Schedule, standardizing the per-square-foot rental fees for Members leasing parking spaces in the Recreational Vehicle Lot. The Administration Committee also reviewed and recommended the Board accept the transfer of existing fees adopted by previous committees into 10-2000-2 Consolidated Fee Schedule.

Background:

The rental fees charged for the 5.5. Recreational Vehicle parking lots are very unevenly priced. Larger RVs pay an annual fee of \$1.04 or \$1.05 per square foot for their parking spaces. Members renting parking spaces under 21 feet pay 31% more per square foot to store their RVs.

The proposed fee schedule will not raise the annual rental costs for smaller RVs. For larger RVs, the new schedule will standardize the per-square-foot fee at \$1.31, the rate at which smaller RVs are currently charged. The fees are as follows:

Slot size	2023 Annual Fee	2023 sq.ft.charge	2024 Proposed Fee
10'x20'	\$276.35	\$1.38	\$276.35
10'x30'	\$312.35	\$1.04	\$414.00
10'x40'	\$420.35	\$1.05	\$552.00

Aside from Section 1.1., the additions to 10-2000-2 shown in blue ink are transcriptions of existing fees that were contained in a number of rules from different committees.

Fiscal Impact:

Standardizing the fees for all RVs will generate approximately \$20,000 annually to be applied to maintaining and staffing the RV Lot.

Recommendation:

I move to tentatively amend section 1.3. of Rule 10-2000-2, Consolidated Fee Schedule, standardizing the per-square-foot parking rental charge among all sizes of recreational vehicles and accepting the additions of other established fees into the 10-2000-2 document. The changes made to section 1.3. will not be ratified until reconsidered by the Board at its October 24, 2023, meeting.

Fees

The following schedule of MEMBER fees is established by the GOLDEN RAIN FOUNDATION (GRF).

1. RECREATIONAL VEHICLES (RV) AND VEHICLES USED FOR RECREATION (VUFR)

1.1. NON-MEMBER RV TEMPORARY PARKING FEE (See Rule 48-1937-1, §5.4.):

1.1.1. Day One: \$50 non-refundable..... \$50 (includes registration fee)

1.1.2. Subsequent days..... \$30 per day

1.1.3. Weekly rate: \$200 per week..... \$200 per week

1.2. MEMBER RV TEMPORARY PARKING FEE AT CLUBHOUSE 4 (See Rule 48-1937-1, §5.4.1.):

1.2.1. Day One (includes registration fee)..... \$25

1.2.2. Subsequent days (up to 21 days)..... \$3 per day

1.3. MEMBER RV STORAGE ANNUAL LEASE FEE (See 37-1487-1):

1.3.1. 10-foot to 20-foot space:..... \$276.35

1.3.2. 20-foot+ to 30-foot space: ~~\$312.35~~ **\$414.00**

1.3.3. 30-foot+ to 40-foot space:..... ~~\$420.35~~ **\$552.00**

2. GRF IDENTIFICATION

2.1. IDENTIFICATION CARD (See 14-1201-1 and 14-3182-1)

2.1.1. Initial Issue (See 14-3182.1)

2.1.1.1. Member/Owner.....No charge

2.1.1.2. Renter/Lessee.....\$500 Refundable Deposit

2.1.2. Lost Identification Card (See 15-1201-1, 14-1201-2)

2.2.1. First occurrence..... \$20

2.2.2. Subsequent occurrences..... \$50

2.2.3. Not surrendered on vacating..... \$500

2.2. VEHICLE DECALS (See 14-1382-1)

2.2.1. Initial Issue

2.2.1.1. Member's First Vehicle.....No charge

2.2.1.2. Renter/Lessee.....\$100 refundable

2.2.1.3. Golf cart (with disability waiver).....No charge

2.2.2. Subsequent Vehicles

2.2.2.1. Member's Second Vehicle.....\$25

2.2.2.2. Member's Third Vehicle.....\$75

2.2.2.3. Member's Subsequent Vehicles.....\$250

2.2.2.4. Renter/Lessee.....\$100 refundable per vehicle

2.2.3. Not surrendered on vacating

2.2.3.1. Member\$100 per vehicle

2.2.3.2. Renter/Lessee..... Forfeit decal deposit

- 42
- 43 2.3. ANNUAL GATE ENTRY PASSES (See 48-5180-1, 48-5180-3)
- 44 2.3.1. Initial Issue
- 45 2.3.1.1. MemberNo charge
- 46 2.3.1.2. Renter/Lessee.....No passes issued
- 47
- 48 2.3.2. Not surrendered on vacating (see 14-3182-1)
- 49 2.3.2.1. Member\$100 per pass
- 50
- 51 2.4. RADIO FREQUENCY IDENTIFICATION (RFID) TRANSMITTER (see 14-5580-2)
- 52 2.4.1. (Issued tags cannot exceed the Member's number of registered vehicle or
- 53 permitted under their Mutual Occupancy Agreement.)
- 54 2.4.1.1. Initial issue.....No charge
- 55 2.4.1.2. Golf cart (with disability waiver).....No charge
- 56 2.4.1.3. Second motor vehicle transmitter.....\$25
- 57 2.4.1.4. Third transmitter.....\$75
- 58 2.4.1.5. Fourth transmitter.....\$200
- 59 2.4.1.6. Fifth & subsequent transmitters.....\$500
- 60 2.4.2. Vendors and Employees
- 61 2.4.2.1. Vendor.....No charge for 1 or 2
- 62 2.4.2.2. Commercial Lessee.....No charge for 1
- 63 2.4.2.3. Contracted worker.....No charge for 1
- 64 2.4.2.4. Real estate worker.....No charge for 1
- 65 2.4.2.5. More than 10 RFIDs.....\$15 each
- 66 2.4.3. Lost RFID
- 67 2.4.3.1. 1st Occurrence\$25
- 68 2.4.3.2. 2nd Occurrence.....\$50
- 69 2.4.3.3. Subsequent replacements.....\$75
- 70
- 71 2.5. CAREGIVER IDENTIFICATION (see 48-5180-1 and 14-3182-1)
- 72 2.5.1. Initial Issue
- 73 2.5.1.1. Member..... No charge
- 74 2.5.1.2. Renter/Lessee..... \$100 refundable per pass
- 75 2.5.2. Lost Identification.....\$20 per occurrence
- 76 2.5.3. Not surrendered on vacating
- 77 2.5.3.1. Member..... \$100 per caregiver pass
- 78 2.5.3.2. Renter/Lessee.....Forfeit caregiver deposit
- 79
- 80 2.6. REAL ESTATE PERSONNEL (see 48-5180-1)
- 81 2.6.1. Initial Issue.....No charge
- 82 2.6.2. Lost Identification
- 83 2.6.2.1. Initial occurrence.....\$50
- 84 2.6.2.2. Subsequent occurrences.....\$75
- 85
- 86 3. PET REGISTRATION (See 15-1023-1 and 14-3182-1)
- 87 3.1. Members.....No charge
- 88 3.2. Renter/Lessee.....\$100 non-refundable
- 89

90	4.	STOCK AND REAL ESTATE TRANSFER, FINANCE	
91	4.1.	Membership Certificate Change Fee.....	\$300
92	4.3.	Seller Stock Transfer Fee.....	\$600
93	4.3.	Trustee Attorney Review (see 14-5061-2)	
94	4.3.1.	Initial Review.....;	\$150
95	4.3.2.	Subsequent Reviews of Same Trust.....	TBD
96	4.4.	Leasing Fees (see 14-3182-2)	
97	4.4.1.	Lessor Rental Processing Fee.....	\$500
98	4.4.2.	Lessee Refundable Deposits	
99	4.4.2.1.	GRF Renter ID Card.....	\$500
100	4.4.2.2.	GRF Renter Vehicle Decal.....	\$100
101	4.4.3.	Lessee Non-Refundable Pet Registration.....	\$100
102	4.5.	Insufficient Funds Check Return.....	\$25 per item
103			
104	5.	MEMBERSHIP FEES (see 14-5061-2 & 14-3182-2)	
105	5.1.	One-Time Membership Fee.....	25 times GRF monthly assessment
106	5.2.	One-Time Lessee Trust Property Usage Fee.....	25 times GRF monthly assessment
107			
108	6.	MERCHANDISE AND SERVICES	
109	6.1.	Warehouse (see 14-3326-1)	
110	6.1.1.	Items ordered by Purchasing	5% of transaction + tax
111	6.1.2.	Special purchases	
112	6.1.2.1.	Storage after 5 business days.....	\$100 per week
113	6.1.2.2.	Returns restocking fee.....	20% of item cost
114	6.2.	Copy Center Printing Services.....	Price list at 14-2115-2
115	6.3.	Graphic Design Services (See 42-2841-2).....	\$40 per hour labor
116	6.4.	Service Maintenance Labor.....	\$50 per hour
117			
118	7.	FACILITY RENTAL (See 37-1406-2)	
119	7.1.	Under 100 People.....	\$200
120	7.2.	100 to 199 People.....	\$400
121	7.3.	200 to 299 People.....	\$500
122	7.4.	300 to 399 People.....	\$600
123	7.5.	400 to 499 People.....	\$800
124	7.6.	Over 499 People.....	\$1,000
125			