



**REGULAR MEETING OF THE BOARD OF DIRECTORS OF
THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Tuesday, May 3, 2022
24351 El Toro Road, Laguna Woods, CA
Board Room/Virtual Meeting**

ADDENDUM TO THE AGENDA

**The following agenda items were available after the agenda packet was printed
Please include the following items in your agenda packet:**

OPEN AGENDA

- 11b. Saddle Club Donation – Equestrian Center Shade Structures (APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- 11c. Old Pros Donation – Equestrian Center (APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- 11d. Village Community Fund Phase Two – Equestrian Center Help the Herd Program (APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- 11e. Entertain a Motion to Approve the Donation Policy Update (APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**
- 11f. Entertain a Motion to Approve the Men’s Golf Club Annual Memorial Tournament (APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied)**

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ENDORSEMENT (to Board of Directors)

Donation Agreement Between GRF and Saddle Club for Two Shade Shelters

Authorize the Community Activities Committee recommendation to review and recommend board approval of the donation two shade shelters for the Laguna Woods Village Equestrian Center.

A motion was made to accept staff recommendation of the donation two shade shelters for the Laguna Woods Village Equestrian Center.

Motion passed unanimously.

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STAFF REPORT

DATE: May 3, 2022
FOR: Board of Directors
SUBJECT: Donation Agreement Between GRF and Saddle Club
for Two Shade Shelters

RECOMMENDATION

Review and recommend board approval of the donation of two shade shelters for the Laguna Woods Village Equestrian Center in accordance with the Donation Policy (Attachment 1).

BACKGROUND

In 2021, residents in conjunction with Village Community Fund campaigned to raise funds for the GRF Equestrian Center horses. A portion of these funds were used to purchase four shade shelters (Attachment 2).

Shade is essential to horse's wellbeing as they may overheat when exposed for long hours in direct sun which causes a variety of medical consequences and daily discomfort. Shade structures also provide fresh air, room to move and socialization.

DISCUSSION

The Saddle Club has raised additional funds for the purchase of two new shade shelters for use by all horses (Attachment 3). The cost of two shade shelters totals \$2,167.93 (Attachment 4).

FINANCIAL ANALYSIS

Installation requires approximately five hours of labor per structure and will be completed in-house by the Equestrian Center Senior Stable Hand. Total staff cost to install the shelters is approximately \$200.

Prepared By: Jennifer Murphy, Recreation Manager

Reviewed By: Brian Gruner, Recreation and Special Events Director
Steve Hormuth, Director of Financial Services

ATTACHMENT(S)

ATT 1: GRF Donation Policy
ATT 2: Existing Shade Shelters
ATT 3: Saddle Club Donation Request
ATT 4: Rancho Cortes Inc Quote
ATT 5: Resolution 90-22-XX

Attachment 1



Golden Rain Foundation | Donation Policy

1. Purpose

To provide guidelines and an efficient and effective process for accepting gifts and minor monetary donations in a responsible, transparent and accountable manner that is consistent with the Golden Rain Foundation (GRF) goals. This policy also establishes guidelines, standards and procedures for the installation and care of donated community improvements. GRF desires to encourage donations, while at the same time, manage aesthetic impacts and mitigate installation and ongoing maintenance costs.

2. Donation Defined

A donation is defined as any item of value given to the GRF by a donor who expects nothing significant of value in return, other than recognition and disposition of the gift in accordance with the donor's wishes to the degree possible.

3. Types of Donations

Donations may be offered in the form of cash up to \$100,000 (U.S. dollars only) and real or personal property. Designated donations mean those donations that the donor specifies for a particular department, location or purpose. Undesignated donations mean those donations that are given to the GRF for an unspecified use.

4. Consistency with GRF Interests

Designated donations may be accepted only when they have a purpose consistent with GRF goals and are in the best interest of Laguna Woods Village. GRF must always consider resident trust and comply with all applicable governing documents and laws when accepting donations.

5. Standards for Donations

- a. **Acquisition or purchase:** GRF and the community have an interest in ensuring that community space elements shall be purchased and installed by Village Management Services (VMS). Items selected for acquisition or purchase will be of high quality related to style, appearance, durability and ease of maintenance. VMS personnel will be responsible for coordinating purchases and installations of all community space elements. All acquisitions and/or purchases shall be approved in advance by the GRF board of directors.
- b. **Appearance and aesthetics:** GRF and the community have an interest in ensuring the best appearance and aesthetic quality of community facilities. Community space elements should reflect the character of the space or facility. All community space

Attachment 1

elements will be installed in a manner that will not substantially change the character of a facility or its intended use.

- c. **Maintenance:** Donated community space elements will become GRF property once installed and/or permanently placed in the mutually agreed-upon location. Accordingly, VMS has the duty to provide only routine maintenance and repair of the donation for a minimum of five years or beyond, if applicable. GRF, may, but shall not be required to, replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.
- d. **Repair:** GRF has an interest in ensuring that all community space elements remain in good repair. In addition, the community has an interest in ensuring that the short- and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated community space elements purchased must be of high quality to ensure longevity and be resistant to the elements, wear and tear, and acts of vandalism.
- e. **Cost:** GRF has an interest in ensuring that the donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space element(s). GRF also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources for maintenance of other GRF facilities. Consequently, GRF will assess, at time of purchase, a charge sufficient to cover anticipated installation and ongoing maintenance costs of donated community space element(s) during its anticipated life cycle.

6. Procedure for Making Donations

- a. **Management:** The applicable department director or chief operations officer (COO) will manage the proposed donation(s) (Recreation, Landscaping, General Services, Operations, etc.).
- b. **Contact:** Donor must contact the applicable department director or COO to determine whether donation(s) will be accepted and the conditions of acceptance. If the donation(s) is accepted, donor will work with VMS staff to finalize the combined total cost of donation(s) and complete Donation Agreement (Attachment 1).
- c. **Committee consideration:** Donation(s) will be reviewed by the applicable oversight committee prior to board consideration of donation(s).
- d. **Board approval:** Final approval shall be granted by the GRF Board of Directors for acceptance of all donations.

7. Criteria for Acceptance

- a. Meet a true need of the facility; Not interfere with the intended current or future use of the facility; and
- b. Not require the relocation of other equipment or infrastructure to accommodate the donation.

8. Guidelines

- a. Flowers, shrubs and bushes
 - i. Donated plants become exclusive property and maintenance responsibility of

Attachment 1

- GRF;
 - ii. Only those plantings that require a maintenance effort consistent with other plantings will be considered;
 - iii. Site preparation, installation and site restoration will be the responsibility of GRF;
 - iv. Only perennial flowering plants will be permitted and incorporated in existing beds; and
 - v. Placement of plants will be based on criteria such as the variety, color, mature height and size. Compatibility with surrounding areas will be a strong consideration for planted materials and their location.
- b. Trees**
- i. Donated trees become the exclusive property and maintenance responsibility of GRF;
 - ii. Site preparation, installation and site restoration will be the responsibility of GRF;
 - iii. Tree placement/location will be based upon variety of tree selected, mature height, size etc. Compatibility with surrounding areas will be a strong consideration for trees and their location; and
 - iv. Size and species of tree(s) donated shall be limited to those determined by GRF.
- c. Signage**
- i. No signage or slogans shall be displayed on donated personal property or those items secured with U.S. dollar cash donations. Donation acknowledgement shall be found listed on gratuity plaque displayed at one selected location, e.g., the Community Center or applicable clubhouse, if gratuity plaques are displayed there. Gratuity plaque will list only the name(s) of the person(s) or the specific club name and the date of the donation.
- d. Benches, tables and other amenities**
- i. Donated benches become exclusive property and maintenance responsibility of GRF;
 - ii. Site preparation, installation and site restoration will be the responsibility of GRF; and
 - iii. Amenity must be similar to or complement other amenities in the area.
- e. Buildings, structures and public art**
- i. Donated buildings, structures (including playgrounds) and public art are not considered as part of this policy.

9. Conditions

- a. **Cost:** Donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space elements.
- b. **Installation:** Installation of donated community space elements, including any donor acknowledgement, will be completed by VMS personnel. Installation will be scheduled at a time and date as determined by applicable department director or COO, so as not to unnecessarily interfere with routine maintenance activities.

Attachment 1

- c. **Removal and/or relocation:** This section applies to both existing and new donations. GRF reserves the right to remove and/or relocate donated community space elements and their associated signage when they interfere with site safety, maintenance or other activities.

10. Distribution of Donation

- a. Tangible items will be distributed to the applicable department director or COO for use.
- b. Monetary donations in U.S. dollars for the installation and maintenance expenses will be deposited into the appropriate account for the designated department as assigned by the chief financial officer (CFO) or recommended by the receiving department director.
- c. Donations of cash for undesignated donations will be deposited into appropriate account for the designated department as assigned by the CFO.

11. Donation Record Keeping

A copy of the Donation Agreement for accepted donations shall be forwarded to the CFO for recordkeeping, the designated department director for which the donation was assigned and to the COO.

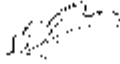
12. Declined Donations

GRF reserves the right to decline any donation if, upon review, acceptance of the donation is determined in the sole discretion of GRF to be not in the best interests of the community.

Attachment 2



Attachment 3



Laguna Woods Village

Recreation Committee Request Form

PLEASE NOTE: THIS FORM IS NOT FOR ROUTINE RECREATION REQUESTS

Your request is important to us and will be handled accordingly. Per the policy of the Golden Rain Foundation (GRF), if your request falls outside the scope of the Recreation Department's authority, it will be forwarded to the Community Activities Committee (CAC) for review. If you are unsure whether your request falls into this category, please contact the on-site facility Supervisor or the Recreation Manager at 597-4482 in order to make that determination. If it does, you may receive written confirmation acknowledging receipt of your request. CAC will then review the request and determine the proper course of action. If necessary, CAC will make a recommendation to the GRF Board of Directors for action. You will then be notified of the Committee or Board's decision. Please be patient as this process may take several months.

Print Requestor Name: Gary Erfield **Date:** 02/14/2022

Print Individual, Club or Organization Name: LW Saddle Club

Manor: _____ **Phone:** _____ **E-mail:** _____

Request (please check one):

- Change/Exception to Policy Donation Staff Time Request
 Equipment Request Facility Request Other: _____

Explanation:

Please explain the circumstances of your request. Include approximate cost, dates, times and locations when necessary. Please use reverse side or attach a separate sheet if necessary.

The LW Saddle Club is a non profit club whose purpose is to provide support for the LW Equestrian Center. We annually provide supplies needed by the Equestrian Center which are not in their annual budget. For calendar year 2022 the Saddle Club wants to provide 2 corrals covers that will give the horses protection from the sun and bad weather. Approximate cost is \$1800 and the Saddle Club will purchase them as soon as approved by GRF.

Requestor Signature: _____

Signatures of All Other Individuals/Club Presidents Affected by this Request:

Signature	Manor #	For	Undecided	Against
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please attach a separate sheet if more signatures are necessary)

PLEASE FORWARD COMPLETED REQUEST FORM TO:

Laguna Woods Village Recreation Department
 P.O. Box 2220, Laguna Woods, CA 92657

Attachment 4

Rancho Cortes Inc
 34001 Speziali Rd.
 Winchester, CA 92596
 951-852-6370
 sales@rcicorrals.com
 rcicorrals.com

Estimate

ADDRESS
 GRF
 24312 El Toro Road
 Laguna Wood, CA
 (949) 232-9380

SHIP TO
 GRF
 24312 El Toro Road
 Laguna Wood, CA
 (949) 232-9380

ESTIMATE # 4458
DATE 02/15/2022

SALES REP
 Kris

ACTIVITY	QTY	RATE	AMOUNT
misc 8x20 Shelter (Clamp-On Shelter), 1 5/8" 16 Gauge 8x24 frame 4 L Post 16 clamps 8 sheets PBR * 100 washer screws	2	906.00	1,812.00T
d1 Delivery: Customer is responsible to have adequate help to unload panels. If not possible we can send an extra person at extra charge. NOTE: We call the day of delivery. If we cannot reach you, we will not send the delivery. Delivery is curbside only.	1	200.00	200.00T
SUBTOTAL			2,012.00
TAX (0.0775)			155.93
TOTAL			\$2,167.93

Accepted By

Accepted Date

20% restocking fee on all orders once placed. Returns only accepted on new items. Return shipping is responsibility of customer. Custom orders are non-returnable. Link for financing

Attachment 5



RESOLUTION 90-22-XX

Donation Agreement between GRF and Saddle Club for Two Shade Shelters

This Agreement, entered into this 3rd day of May, 2022, is by and between the Golden Rain Foundation (“GRF”), a California non-profit mutual benefit corporation and Saddle Club (Donor) who donated two shade shelters.

WHEREAS, GRF and Donor recognize the importance of community facilities and amenities; and

WHEREAS, GRF and Donor acknowledge the benefit of donations when they have a purpose consistent with GRF goals and are in the best interest of Laguna Woods Village; and

WHEREAS, the Donor has offered to donate two shade shelters totaling \$2,167.93; and

WHEREAS, the Recreation and Special Events Department Director or COO reviewed and affirms the proposed donation meets the criteria for acceptance contained in the GRF Donation Policy:

- a. Meet a true need of the facility;
- b. Not interfere with the intended current or future use of the facility; and
- c. Not require the relocation of other equipment or infrastructure to accommodate the donation.

NOW THEREFORE BE IT RESOLVED, May 3, 2022 that GRF and Donor in accordance with the described conditions and obligations, hereinafter set forth and agree as follows:

Section 1 The donation, known as two shade shelters, described below, is donated in its entirety to GRF, hereafter owned by GRF and managed on behalf of the residents of Laguna Woods Village by Village Management Services, Inc. (VMS)

Section 2 Donation description: two shade shelters
Space of facility: Equestrian Center turnouts
Location: Equestrian Center

Attachment 5

- Section 3 Amount of Donation
- | | |
|--------------------------|---------------|
| Item cost: | \$2,167.93 |
| Installation cost: | \$0.00 |
| Maintenance cost: | <u>\$0.00</u> |
| Total estimated donation | \$2,167.93 |
- Section 4 GRF reserves the right to move/remove and/or retire the donation following cessation of the five-year period. The term shall commence upon the date entered into and indicated above.
- Section 5 GRF will not replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.
- Section 6 Installation and Maintenance: GRF shall be responsible for installation and maintenance of the item, including any reasonable repairs.
- Section 7 Term: The term of this agreement is a minimum of five years or beyond, if applicable.

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

ENDORSEMENT (to Board of Directors)

\$1,000 Donation Agreement Between GRF and Old Pros

Authorize the Community Activities Committee recommendation to review and recommend board approval of the donation of \$1,000 for the Laguna Woods Village Equestrian Center.

A motion was made to accept staff recommendation of the donation of \$1,000 for the Laguna Woods Village Equestrian Center.

Motion passed unanimously.

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STAFF REPORT

DATE: May 3, 2022
FOR: Board of Directors
SUBJECT: \$1,000 Donation Agreement Between GRF and Old Pros

RECOMMENDATION

Review and recommend board approval for a resolution of the donation of \$1,000 for the Laguna Woods Village Equestrian Center in accordance with the Donation Policy (Attachment 1).

BACKGROUND

Laguna Woods Village clubs have historically raised and donated funds to GRF to enhance GRF facilities and programs for the enjoyment of all village residents.

DISCUSSION

The Old Pros Club has raised \$1,000 to benefit the Laguna Woods Village Equestrian Center (Attachment 2). The funds were raised and donated from their Western Music Concert to purchase day to day equipment and tools such as rakes, shovels and trash cans that the Equestrian Center needs.

FINANCIAL ANALYSIS

None.

Prepared By: Jennifer Murphy, Recreation Manager

Reviewed By: Brian Gruner, Recreation and Special Events Director
Steve Hormuth, Financial Services Director
Catherine Laster, Services Manager

ATTACHMENT(S)

ATT 1: GRF Donation Policy
ATT 2: Old Pros Donation Request
ATT 3: Resolution 90-22-XX



Golden Rain Foundation | Donation Policy

1. Purpose

To provide guidelines and an efficient and effective process for accepting gifts and minor monetary donations in a responsible, transparent and accountable manner that is consistent with the Golden Rain Foundation (GRF) goals. This policy also establishes guidelines, standards and procedures for the installation and care of donated community improvements. GRF desires to encourage donations, while at the same time, manage aesthetic impacts and mitigate installation and ongoing maintenance costs.

2. Donation Defined

A donation is defined as any item of value given to the GRF by a donor who expects nothing significant of value in return, other than recognition and disposition of the gift in accordance with the donor's wishes to the degree possible.

3. Types of Donations

Donations may be offered in the form of cash up to \$100,000 (U.S. dollars only) and real or personal property. Designated donations mean those donations that the donor specifies for a particular department, location or purpose. Undesignated donations mean those donations that are given to the GRF for an unspecified use.

4. Consistency with GRF Interests

Designated donations may be accepted only when they have a purpose consistent with GRF goals and are in the best interest of Laguna Woods Village. GRF must always consider resident trust and comply with all applicable governing documents and laws when accepting donations.

5. Standards for Donations

- a. **Acquisition or purchase:** GRF and the community have an interest in ensuring that community space elements shall be purchased and installed by Village Management Services (VMS). Items selected for acquisition or purchase will be of high quality related to style, appearance, durability and ease of maintenance. VMS personnel will be responsible for coordinating purchases and installations of all community space elements. All acquisitions and/or purchases shall be approved in advance by the GRF board of directors.
- b. **Appearance and aesthetics:** GRF and the community have an interest in ensuring the best appearance and aesthetic quality of community facilities. Community space elements should reflect the character of the space or facility. All community space elements will be installed in a manner that will not substantially change the character of a facility or its intended use.
- c. **Maintenance:** Donated community space elements will become GRF property once

installed and/or permanently placed in the mutually agreed-upon location.

Accordingly, VMS has the duty to provide only routine maintenance and repair of the donation for a minimum of five years or beyond, if applicable. GRF, may, but shall not be required to, replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.

- d. **Repair:** GRF has an interest in ensuring that all community space elements remain in good repair. In addition, the community has an interest in ensuring that the short- and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated community space elements purchased must be of high quality to ensure longevity and be resistant to the elements, wear and tear, and acts of vandalism.
- e. **Cost:** GRF has an interest in ensuring that the donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space element(s). GRF also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources for maintenance of other GRF facilities. Consequently, GRF will assess, at time of purchase, a charge sufficient to cover anticipated installation and ongoing maintenance costs of donated community space element(s) during its anticipated life cycle.

6. Procedure for Making Donations

- a. **Management:** The applicable department director or chief operations officer (COO) will manage the proposed donation(s) (Recreation, Landscaping, General Services, Operations, etc.).
- b. **Contact:** Donor must contact the applicable department director or COO to determine whether donation(s) will be accepted and the conditions of acceptance. If the donation(s) is accepted, donor will work with VMS staff to finalize the combined total cost of donation(s) and complete Donation Agreement (Attachment 1).
- c. **Committee consideration:** Donation(s) will be reviewed by the applicable oversight committee prior to board consideration of donation(s).
- d. **Board approval:** Final approval shall be granted by the GRF Board of Directors for acceptance of all donations.

7. Criteria for Acceptance

- a. Meet a true need of the facility; Not interfere with the intended current or future use of the facility; and
- b. Not require the relocation of other equipment or infrastructure to accommodate the donation.

8. Guidelines

- a. Flowers, shrubs and bushes
 - i. Donated plants become exclusive property and maintenance responsibility of GRF;
 - ii. Only those plantings that require a maintenance effort consistent with other plantings will be considered;
 - iii. Site preparation, installation and site restoration will be the responsibility of GRF;

- iv. Only perennial flowering plants will be permitted and incorporated in existing beds; and
 - v. Placement of plants will be based on criteria such as the variety, color, mature height and size. Compatibility with surrounding areas will be a strong consideration for planted materials and their location.
- b. Trees**
- i. Donated trees become the exclusive property and maintenance responsibility of GRF;
 - ii. Site preparation, installation and site restoration will be the responsibility of GRF;
 - iii. Tree placement/location will be based upon variety of tree selected, mature height, size etc. Compatibility with surrounding areas will be a strong consideration for trees and their location; and
 - iv. Size and species of tree(s) donated shall be limited to those determined by GRF.
- c. Signage**
- i. No signage or slogans shall be displayed on donated personal property or those items secured with U.S. dollar cash donations. Donation acknowledgement shall be found listed on gratuity plaque displayed at one selected location, e.g., the Community Center or applicable clubhouse, if gratuity plaques are displayed there. Gratuity plaque will list only the name(s) of the person(s) or the specific club name and the date of the donation.
- d. Benches, tables and other amenities**
- i. Donated benches become exclusive property and maintenance responsibility of GRF;
 - ii. Site preparation, installation and site restoration will be the responsibility of GRF; and
 - iii. Amenity must be similar to or complement other amenities in the area.
- e. Buildings, structures and public art**
- i. Donated buildings, structures (including playgrounds) and public art are not considered as part of this policy.

9. Conditions

- a. **Cost:** Donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space elements.
- b. **Installation:** Installation of donated community space elements, including any donor acknowledgement, will be completed by VMS personnel. Installation will be scheduled at a time and date as determined by applicable department director or COO, so as not to unnecessarily interfere with routine maintenance activities.
- c. **Removal and/or relocation:** This section applies to both existing and new donations. GRF reserves the right to remove and/or relocate donated community space elements and their associated signage when they interfere with site safety, maintenance or other activities.

10. Distribution of Donation

- a. Tangible items will be distributed to the applicable department director or COO for

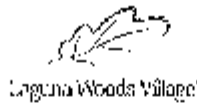
- use.
- b. Monetary donations in U.S. dollars for the installation and maintenance expenses will be deposited into the appropriate account for the designated department as assigned by the chief financial officer (CFO) or recommended by the receiving department director.
- c. Donations of cash for undesignated donations will be deposited into appropriate account for the designated department as assigned by the CFO.

11. Donation Record Keeping

A copy of the Donation Agreement for accepted donations shall be forwarded to the CFO for recordkeeping, the designated department director for which the donation was assigned and to the COO.

12. Declined Donations

GRF reserves the right to decline any donation if, upon review, acceptance of the donation is determined in the sole discretion of GRF to be not in the best interests of the community.



Recreation Committee Request Form

PLEASE NOTE: THIS FORM IS NOT FOR ROUTINE RECREATION REQUESTS

Your request is important to us and will be handled accordingly. Per the policy of the Golden Rain Foundation (GRF), if your request falls outside the scope of the Recreation Department's authority, it will be forwarded to the Community Activities Committee (CAC) for review. If you are unsure whether your request falls into this category, please contact the on-site facility Supervisor or the Recreation Manager at 697-4482 in order to make that determination. If it does, you may receive written confirmation acknowledging receipt of your request. CAC will then review the request and determine the proper course of action. If necessary, CAC will make a recommendation to the GRF Board of Directors for action. You will then be notified of the Committee or Board's decision. Please be patient as this process may take several months.

Print Requestor Name: Cristina Mark Date: 2/23/22

Print Individual, Club or Organization Name: The Old Pros

Manor: _____ Phone: _____ E-mail: _____

Request (please check one):

- Change/Exception to Policy
 Donation
 Staff Time Request
 Equipment Request
 Facility Request
 Other: _____

Explanation:

Please explain the circumstances of your request. Include approximate cost, dates, times and locations when necessary. Please use reverse side or attach a separate sheet if necessary.

Profits from Western Music Concert
to be donated to LUY Equus Triun
Center in the amount of \$1,000

Requestor Signature: Cristina Mark

Signatures of All Other Individuals/Club Presidents Affected by this Request:

Signature	Manor #	For	Undecided	Against
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please attach a separate sheet if more signatures are necessary)

PLEASE FORWARD COMPLETED REQUEST FORM TO:

Laguna Woods Village Recreation Department
 P.O. Box 2225, Laguna Woods, CA 92657



RESOLUTION 90-22-XX
Donation Agreement between GRF and Old Pros

This Agreement, entered into this 3rd day of May, 2022, is by and between the Golden Rain Foundation (“GRF”), a California non-profit mutual benefit corporation and Old Pros (Donor) for \$1,000.

WHEREAS, GRF and Donor recognize the importance of community facilities and amenities; and

WHEREAS, GRF and Donor acknowledge the benefit of donations when they have a purpose consistent with GRF goals and are in the best interest of Laguna Woods Village; and

WHEREAS, the Donor has offered to donate \$1,000.00 for purchase of equipment and/or tools such as rakes, shovels and trash cans; and

WHEREAS, the Recreation and Special Events Department Director or COO reviewed and affirms the proposed donation meets the criteria for acceptance contained in the GRF Donation Policy:

- a. Meet a true need of the facility;
- b. Not interfere with the intended current or future use of the facility; and
- c. Not require the relocation of other equipment or infrastructure to accommodate the donation.

NOW THEREFORE BE IT RESOLVED, May 3, 2022 that GRF and Donor in accordance with the described conditions and obligations, hereinafter set forth and agree as follows:

Section 1 The donation, known as \$1,000.00, described below, is donated in its entirety to GRF, hereafter owned by GRF and managed on behalf of the residents of Laguna Woods Village by Village Management Services, Inc. (VMS)

Section 2 Donation description: \$1,000.00
 Location: Equestrian Center

- Section 3 Amount of Donation
- | | |
|--------------------------|---------------|
| Item cost: | \$1,000.00 |
| Installation cost: | \$0.00 |
| Maintenance cost: | <u>\$0.00</u> |
| Total estimated donation | \$1,000.00 |
- Section 4 GRF reserves the right to move/remove and/or retire the donation following cessation of the five-year period. The term shall commence upon the date entered into and indicated above.
- Section 5 GRF will not replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.
- Section 6 Installation and Maintenance: GRF shall be responsible for installation and maintenance of the item, including any reasonable repairs.
- Section 7 Term: The term of this agreement is a minimum of five years or beyond, if applicable.

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied

ENDORSEMENT (to Board of Directors)

Phase Two-Village Community Fund Equestrian Center Help the Herd Program

Authorize the Community Activities Committee recommendation to review and recommend board approval of Phase Two Village Community Fund (VCF) Equestrian Center Help the Herd fundraising campaign proposal in the amount of \$33,565.

A motion was made to accept staff recommendation of Phase Two Village Community Fund (VCF) Equestrian Center Help the Herd fundraising campaign proposal in the amount of \$33,565.

Motion passed unanimously.

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STAFF REPORT

DATE: May 3, 2022 Board
FOR: of Directors
SUBJECT: Phase Two-Village Community Fund Equestrian Center Help the Herd Program

RECOMMENDATION

Review and recommend board approval of Phase Two Village Community Fund (VCF) Equestrian Center Help the Herd fundraising campaign proposal in the amount of \$33,565.

BACKGROUND

In 2021, a resident led fundraising campaign in conjunction with Village Community Fund raised \$10,000 for Golden Rain Foundation (GRF) horses. These funds were used to provide needed medical care, tack and supplies and shade shelters for the horses.

DISCUSSION

Phase Two of the VCF fundraising campaign benefits all Equestrian Center horses and includes the following services:

1. Shade shelters for remaining turnouts;
2. A new round pen fence;
3. Advanced veterinary care support for GRF horses.

Shade structures provide areas of shade for horses to enjoy fresh air, room to move and socialization. Shade is essential to horses as they may overheat when exposed to direct sunlight for an extended period of time which may cause a variety of medical side effects and daily discomfort. The Village Community Fund fundraiser for new shade structures to provide shade to the horses in the turnouts. The estimated cost is \$10,954 (Attachment 1).

The existing Equestrian Center round pen is made of steel pipe panels which poses an injury risk to horses when they kick out and the legs can be trapped. In addition, the current pen panels are rusting in several areas with sharp edges resulting in cuts on two resident boarders and one horse. The sharp edges have been filed down and covered with duct tape. The Village Community Fund would raise funds to purchase a new round pen including materials and shipping for an approximate cost of \$17,611 (Attachment 2). The proposed round pens (Attachment 3) are shown with a cover that may be purchased in the future.

The current budget does not allow for higher level maintenance and diagnostics to keep the horses pain free while promoting longevity within the program. A sample list of veterinary care is as follows and a sample quote is attached (Attachment 4):

Management and diagnostics:

- Diagnostic Lameness Exam
- Daily anti-inflammatory/pain medications for arthritis
- X-ray
- Ultra-sound
- Therapeutic shoeing
- Chiropractic and acupuncture treatments for spine, neck and muscle spasms
- Joint injections
- Blood testing

Emergency Services

- Colic treatment
- Stitches and wound care
- Treatment for choke

FINANCIAL ANALYSIS

The proposed Village Community Fund donations of \$33,565 are to be allocated to the 2022 Equestrian Center budget with stipulations that funds are only to be used for the following items:

1. Shade structures in the amount of \$10,954;
2. Round pen fence in the amount of \$17,611 and;
3. Advanced veterinary care expenses \$5,000.

Prepared By: Laura Cobarruviaz, Senior Equestrian Supervisor

Reviewed By: Jennifer Murphy, Recreation Manager
Brian Gruner, Recreation and Special Events Director
Steve Hormuth, Director of Financial Services

ATTACHMENTS

- ATT 1: RCI Shade Structure Quote
- ATT 2: Castlebrook Barns – Specs and Quote
- ATT 3: Castlebrook Barns – Round Pen Fencing Samples
- ATT 4: Example Veterinary Invoice
- ATT 5: Village Community Fund Project Application
- ATT 6: Resolution 90-22-XX

Attachment 1

Rancho Cortes Inc



Estimate

ADDRESS
 GRF
 24312 El Toro Road
 Laguna Wood, CA
 (949) 232-9380

SHIP TO
 GRF
 24312 El Toro Road
 Laguna Wood, CA
 (949) 232-9380

ESTIMATE # 4459
DATE 02/15/2022

SALES REP
 Kris

ACTIVITY	QTY	RATE	AMOUNT
misc 8x20 Shelter (Clamp-On Shelter), 1 5/8" 16 Gauge 8x24 frame 4 L Post 16 clamps 8 sheets PBR * 100 washer screws	11	906.00	9,966.00T
d1 Delivery: Customer is responsible to have adequate help to unload panels. If not possible we can send an extra person at extra charge. NOTE: We call the day of delivery. If we cannot reach you, we will not send the delivery. Delivery is curbside only.	1	200.00	200.00T
SUBTOTAL			10,166.00
TAX (0.0775)			787.87
TOTAL			\$10,953.87

Accepted By

Accepted Date

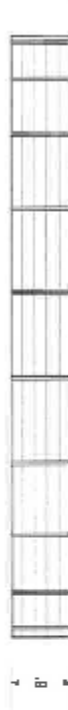
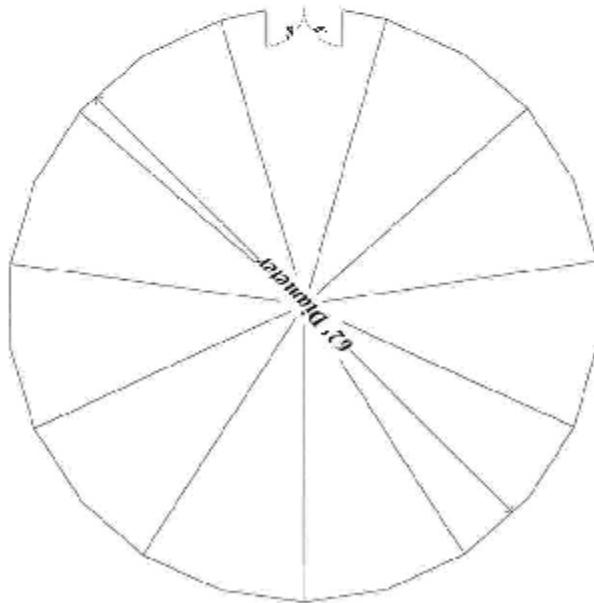
20% restocking fee on all orders once placed. Returns only accepted on new items. Return shipping is responsibility of customer. Custom orders are non-returnable. Link for financing

Attachment 2

Castlebrook Barns Design Authorization

Prepared for: Laura Cobarrubias Date: 2-16-2022 C.O.# _____ (if applicable)

NOTE:
 Final design criteria rests with Owner. Supplier responsible to provide and explain. Architect design criteria meets the program criteria, for all local agencies, PCA, etc....



- Design Notes**
- Not for Construction
 - All dimensions are Nominal
 - Exterior representations are for general design only.
 - Actual design may vary for structural reasons.
 - X-Marking for aerial support is part of CB's standard design. The location and quantity of X Braces will be determined by CB's structural engineers. Eave X-Brace trussing may affect windows, grill or hardware, and accessory placement. Therefore the customer should make specific notes of this when determining window or accessory placement.
 - Unless specifically denoted in the contract, all framed openings, doors and windows shall be located against the interior wall with the height to be set by the vendor.
 - Upper and lower ICCA roof pitches vary slightly from the roof pitch over the roof pitch vary slightly from the roof pitch over the stall depending on overhang, etc.

Design Criteria
 CB's standard will meet or exceed the following:

Design Code	Wind Load, Exposure, etc.	Roof Load	Foundation	Structural
Category	N/A	N/A	N/A	N/A

Unless specifically denoted in the contract, all the contract heavy design values shall be used.

Key

SSD	Solid Siding Door	DK-L-L1	Drop Ceiling, 1'-11"
SSD-6	S Solid Siding Door	CC-T&G	Drop Ceiling, Tongue and Groove
SD-1	S Solid Dutch Door	LD	Lower Stall Divider
GD	Gilled Dutch Door	WR	Weld Rack
GD-1	Gilled Dutch Door	HP	Hanging Post
GD-2	Gilled Dutch Door	FPW	Fingering W.L.
GD-3	Gilled Dutch Door	CVW	Caul Vexing Window
GD-4	Gilled Dutch Door	CP	Fill or Paint-stal
GD-5	Gilled Dutch Door	PT&G	Fill or Paint-Tongue and Groove
GD-6	Gilled Dutch Door	OW	Open Windows/Minuta
GD-7	Gilled Dutch Door	GW	Gilled Window/Minuta
GD-8	Gilled Dutch Door	BPWS	Barred Window/Minuta
GD-9	Gilled Dutch Door	HM	Lead Hanger
GD-10	Gilled Dutch Door	W	2x2 Glass Window
GD-11	Gilled Dutch Door	C	Automatic Window
GD-12	Gilled Dutch Door	P	Post

Authorized Signature: _____ Date: _____ Prepared By: **David Ramirez**

Attachment 2

Castlebrook 62' Round Pen Proposal

Certified Fabricator's Lic. # 1739

Date: February 16, 2022

For: Laura Cobarruviaz
 Laguna Woods CA 92637

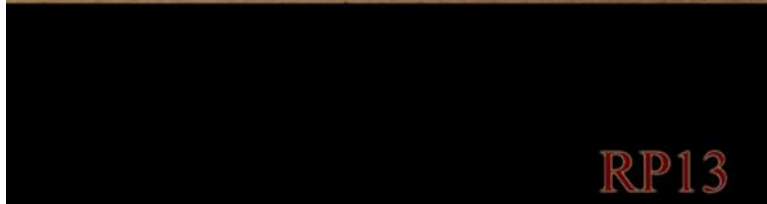
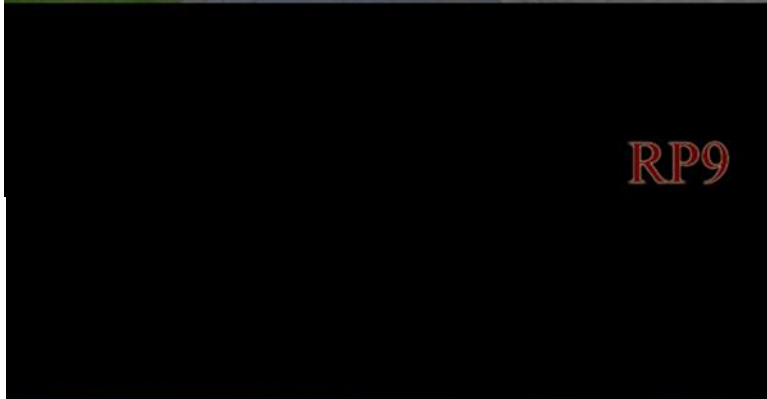
QTY	DESCRIPTION	PRICE	TOTAL
1.0	62' Round Pen w/ 6' high walls	\$13,980.00	\$13,980.00
	62' Round Pen w/ 8' high walls	\$18,640.00	
	62' Round Pen Cover	\$81,680.00	
	Upgrade roof load to 21#-40#	\$5,025.00	
	Upgrade roof load to 41#-60#	\$9,950.00	
	Upgrade roof load to 61#-80#	\$15,800.00	
	Upgrade roof load to 81#-100#	\$23,080.00	
	Upgrade roof load to 101#-120#	\$32,070.00	
	Upgrade roof load to 121#-140#	\$43,200.00	
	Credit to reduce roof load to 10#	(\$5,380.00)	
	Raise center portion of roof	\$6,670.00	
	Custom Color (Frame) Matte, Flat Finish only; Non-metallic	\$1,580.00	
	**Paint brand and color code must be provided		
	Custom Color (Roof) Matte, Flat Finish only; Non-metallic	\$3,030.00	
1.0	Optional door conv. removing framework and center post	\$1,580.00	\$1,580.00
	MacroAir 8' Air Star Fan	\$4,400.00	
QTY	ENGINEERING	PRICE	TOTAL
	Blueprints & Structural Calculations	\$1,500.00	
	Out of State	\$650.00	
	Custom Charge	\$650.00	
QTY	ESTIMATED INSTALLATION/FOUNDATION/ \$1.88# min.	PRICE	Estimated Total
	62' Round Pen w/ 6' high walls	\$615.00	
	62' Round Pen w/ 8' high walls	\$785.00	
	62' Cover (includes forklift & scissor lift)	\$18,200.00	
	Upgrade roof load to 21#-40#	\$1,455.00	
	Upgrade roof load to 41#-60#	\$2,545.00	
	Upgrade roof load to 61#-80#	\$4,000.00	
	Upgrade roof load to 81#-100#	\$6,005.00	
	Upgrade roof load to 101#-120#	\$8,895.00	
	Upgrade roof load to 121#-140#	\$12,185.00	
	Credit to reduce roof load to 10#	(\$1,455.00)	
	Raise center portion of roof	\$1,205.00	
	Optional door conv. removing framework and center post	\$370.00	
	Mount MacAir Fan (electrical not included)	\$110.00	
	Contractor, out of area charge	\$500.00	
<input type="checkbox"/> Check this box if by customer <input type="checkbox"/> Check this box if TSD			
QTY	ESTIMATED DELIVERY	PRICE	Estimated Total
1.0	Delivery	\$845.00	\$845.00
<input type="checkbox"/> Check this box if delivery is TSD			

LIFETIME GUARANTEE - ALL STRUCTURAL PARTS	
<i>Material Subtotal</i>	\$15,560.00
<i>CA Sales Tax</i>	\$1,205.90
<i>Engineering</i>	Not Included
<i>Estimated Foundation/Installation</i>	By Customer
<i>Estimated Delivery</i>	\$845.00
TOTAL	\$17,610.90

- Quotation valid until February 28, 2022.
- Package total excludes lumber treatment.
- Customer must provide required design criteria (i.e. snow load, wind load, etc.)
 This information can be obtained from your local Building & Safety Department.
- Foundation & installation estimates are based on \$85.00 per yard for concrete, having direct site access a flat, level pad, normal soils conditions digtable with typical trenching equipment and do not include embedded bolts, epoxies, sealants, and/or caulks.
- Fascia & skylight panels are not recommended in snow load areas.
- Customer is responsible for advising contractors of location and position of all accessories.
- Lumber is untreated
- Castlebrook Barnes engineers to CBC 2019 standards.
- Please check with your local building department for your requirements.
- This quotation is based on Castlebrook Barnes' standard terms and conditions Doc. CBC001.

Revised 01/20/22

Attachment 3



Attachment 4



Andres Lytal, DVM



BILL TO
 Laguna Woods Equestrian Center -
 Golden Rain Foundation
 24351 El Toro Rd
 Laguna Woods, CA 92637

INVOICE 12293

DATE 01/01/2022 TERMS Net 10

DUE DATE 01/11/2022

SERVICE DATE
 10/26/2021

ACTIVITY	QTY	AMOUNT
Call Fee - Regular BELLE, MURPHY & BARN USE (meds)	1	60.00
Exam - Lameness BELLE HX: Caretaker reports that Belle began to appear lame on her LF & has been unable to do her lessons. Her caretaker has requested evaluation. PE: Shod with plain shoes x 4. 3/5 LF lameness most evident tracking left on firm footing. Bilateral front DP's wnl. Bilateral front HT negative. No heat, swelling nor withdrawal response to palpation of bilateral front limbs. Medial to lateral imbalance of RF hoof wall. LF PD block provides ~65% to PD improvement & reveals 2/5 RF lameness. RF PD block provides ~75% improvement of lameness. Discussion about Belle with her caretaker includes shortening her shoeing interval to no longer than 6 weeks and farrier has agreed via phone to try to lift Belle's heels at her next shoeing this coming Tuesday. Treating Belle with OsPhos has also been discussed but as she was recently treated with phenylbutazone she will require one week with no bute administration prior to OsPhos treatment. Detomidine gel is dispensed for her next shoeing to provide sufficient sedation for farrier to shoe her. Plan / Recommendations: Caretaker will administer 1-2g bute daily to Belle pending her farrier appointment and one to 2 days afterward. Caretaker will monitor Belle's comfort until and for a short time after next shoeing. If insufficient improvement noted after upcoming shoeing changes then additional diagnostics such as radiographs may be advised.	1	95.00
Procedure - diagnostic nerve block, PD BELLE Palmar digital nerve blocks, LF	1	20.00
Procedure - diagnostic nerve block, PD BELLE Palmar digital nerve blocks, RF	1	20.00
Med - Detomidine Gel BELLE Detomidine Gel - dispensed for farrier appointment	1	28.00
Med - Xylazine 100mg/Butorphanol 5mg IV MURPHY Xylazine 100mg/Butorphanol 5mg IV	1	26.00

Attachment 5

VILLAGE COMMUNITY FUND
PROJECT APPLICATION

The Village Community Fund (VCF), a non-profit 501(c)(3) community benefit organization, serves to foster projects that benefit senior adults and our local Laguna Woods Village community, and raise funds to carry out our mission. All projects go through a rigorous procedure before being accepted by VCF. A club or group of concerned residents, working with GRP's cooperation and ultimate approval, will develop and plan the proposed project, including timetable and budget.

The resident group or club is responsible for raising the tax-deductible funds which will be donated to VCF and earmarked for the project. Most projects are coordinated with the Recreation Department.

For your project to be considered for funding, please complete both sides of this application and return via email to: villagecommunityfund@gmail.com.

PROJECT NAME Help the Herd Phase 2

CLUB OR GROUP NAME _____

PRIMARY CONTACT INFORMATION Robert Redhead & Linda Pesner-Redhead

Name (and title, if applicable) _____

Phone : _____ Email _____

NUMBER OF ACTIVE CLUB OR GROUP MEMBERS 5

NAMES OF PROJECT COMMITTEE MEMBERS _____

Robert Redhead, Linda Pesner-Redhead, Pam Caskey,

Roberta Bayer, David Cohen

PROJECT DESCRIPTION, PURPOSE, and TIMELINE _____

Attachment 5

PROJECT BUDGET \$ 33,565

PROJECT FUNDS APPROVED BY GRF (if any, attach detail) _____

NAME OF YOUR GRF CONTACT _____

REQUESTER -- By signing this application the requester is committing to raise the funds budgeted for the project.

Signature [Signature] Date 2-9-2022

Name and Title Linda S Penno, Resident

VMS APPROVAL -- By signing this application VMS is acknowledging they have been involved in setting the scope of the project and agree the amount budgeted is adequate to complete the project.

Signature [Signature] Date 3-16-22

Name and Title Brian Givens, Recreation & Special Events Director

GRF APPROVAL -- This application should be signed after the GRF board has passed a resolution to approve the project and accept the funds. By signing this application GRF is committing to complete the project for the amount budgeted.

Signature _____ Date _____

Name and Title _____

VCF APPROVAL -- This application will not be accepted by VCF until the project is approved by VMS and GRF.

Signature _____ Date _____

Name and VCF Title _____

We want to hear from you! For additional information or questions, please contact us:

Call: 949-467-1090

Email: VillageCommunityFund@grf.com

Visit our website: VillageCommunityFund.org

Tel: 408-82-87960

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Attachment 6



RESOLUTION 90-22-XX

Phase Two-Village Community Fund Equestrian Center Help the Herd Program

WHEREAS, on May 3, 2022, the GRF Board accepted VCF's application to start fundraising for the Equestrian Center Help the Herd Program in the amount of \$33,565 in order to purchase the following: additional shade shelters, new round pen fence and advance veterinary care support for the GRF horses; and;

WHEREAS, in 2021 VCF generated \$10,000 in fundraised monies donated to the GRF Equestrian Center for the purpose of purchasing medical care, tack and supplies and shade shelters; and;

WHEREAS, any remaining donated funds will be redistributed to VCF; and;

NOW THEREFORE BE IT RESOLVED, May 3, 2022 the Board of Directors of this Corporation hereby accepts the donation of \$33,565 from Village Community Fund for the Equestrian Center Help the Herd Program in order to purchase the following: additional shade shelters, new round pen fence and advance veterinary care support for the GRF horses; and;

RESOLVED FURTHER; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied

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STAFF REPORT

DATE: May 3, 2022
FOR: Board of Directors
SUBJECT: Donation Policy

RECOMMENDATION

Staff recommends adoption of the amended Donation Policy.

BACKGROUND

On May 5, 2020, the board unanimously adopted the Donation Policy, Resolution 90-21-21, to provide an efficient and effective process for accepting gifts and monetary donations in a responsible, transparent and accountable manner that is consistent with Golden Rain Foundation (GRF) goals.

DISCUSSION

Through the use of the policy over the past two years, the need for adjustments has become apparent, including such items as the:

- Inclusion of sponsorships;
- Elimination of the \$100,000 limit on cash donations;
- Waiver of the requirement for community space element(s) to be purchased by VMS in certain circumstances;
- Waiver of the requirement that maintenance costs be funded by the donor in certain instances;
- Application of surplus funds to related or ancillary operational and maintenance expenses; and
- Replacement of Chief Operating Officer (COO) in the policy with Services Manager.

FINANCIAL ANALYSIS

There is no anticipated fiscal impact associated with the amended policy as it requires the donor to cover the full cost for the purchase, installation and maintenance during the lifecycle of donated community space elements.

Prepared By: Siobhan Foster, CEO/General Manager

Reviewed By: Steve Hormuth, Director of Financial Services
Catherine Laster, Services Manager

ATTACHMENT(S)

ATT 1: Amended Donation Policy (redlined to show changes)

ATT 2: Amended Donation Policy (clean copy)

ATT 3: Resolution 90-22-XX

Attachment 1
Amended Donation Policy (redlined to show changes)

I. Purpose

To provide guidelines and an efficient and effective process for accepting gifts and minor monetary donations in a responsible, transparent and accountable manner that is consistent with the Golden Rain Foundation (GRF) goals. This policy also establishes guidelines, standards and procedures for the installation and care of donated community improvements. GRF desires to encourage donations, while at the same time, manage aesthetic impacts and mitigate installation and ongoing maintenance costs.

II. Donation Defined

A donation is defined as any item of value given to the GRF by a donor who expects nothing significant of value in return, other than recognition and disposition of the gift in accordance with the donor's wishes to the degree possible.

III. Sponsorships Defined

A sponsorship is defined as any item of value given to the GRF by a donor. The sponsor expects the publicity of the sponsorship(s) to attract new supporters, sponsors, and donors alike. Most sponsors like to share what they are doing and GRF will typically highlight the sponsor.

IV. Types of Donations and Sponsorships

Donations and/or sponsorships may be offered in the form of cash ~~up to \$100,000 (U.S. dollars only)~~ and real or personal property. Designated donations mean those donations that the donor specifies for a particular department, location or purpose. Undesignated donations mean those donations that are given to the GRF for an unspecified use. Typically, donations and/or sponsorships to GRF are made by individuals, Village clubs, or The Village Community Fund (VCF). VCF is a non-profit 501(c)(3) community-benefit charitable organization created by Village residents to provide support for programs, services and facilities that enrich the lives of older adults.

V. Consistency with GRF Interests

Designated donations and/or sponsorships may be accepted only when they have a purpose consistent with GRF goals and are in the best interest of Laguna Woods Village. GRF must always consider resident trust and comply with all applicable governing documents and laws when accepting donations.

VI. Standards for Donations and Sponsorships

- A. Acquisition or purchase:** GRF and the community have an interest in ensuring that community space elements shall be purchased and installed by Village Management Services (VMS). Items selected for acquisition or purchase will be of high quality related to style, appearance, durability and ease of maintenance. VMS personnel will be responsible for coordinating purchases and installations of all community space

elements. All acquisitions and/or purchases shall be approved in advance by the GRF board of directors. **In certain instances, the GRF board may waive the requirements that the community space element(s) be purchased by VMS.**

- B. Appearance and aesthetics:** GRF and the community have an interest in ensuring the best appearance and aesthetic quality of community facilities. Community space elements should reflect the character of the space or facility. All community space elements will be installed in a manner that will not substantially change the character of a facility or its intended use.
- C. Maintenance:** Donated community space elements will become GRF property once installed and/or permanently placed in the mutually agreed-upon location. Accordingly, VMS has the duty to provide only routine maintenance and repair of the donation for a minimum of five years or beyond, if applicable. GRF, may, but shall not be required to, replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires. **In certain instances, the GRF board may waive the requirement that maintenance costs be funded by the donor.**
- D. Repair:** GRF has an interest in ensuring that all community space elements remain in good repair. In addition, the community has an interest in ensuring that the short- and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated community space elements purchased must be of high quality to ensure longevity and be resistant to the elements, wear and tear, and acts of vandalism.
- E. Cost:** GRF has an interest in ensuring that the donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space element(s). GRF also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources for maintenance of other GRF facilities. Consequently, GRF will assess, at time of purchase, a charge sufficient to cover anticipated installation and ongoing maintenance costs of donated community space element(s) during its anticipated life cycle.

VII. Procedure for Making Donations and Sponsorships

- A. Management:** The applicable department director or ~~chief operating officer~~ **Services Manager** will manage the proposed donation(s) and/or sponsorship(s) (Recreation and Special Events, Landscaping Services, General Services, Maintenance and Construction, ~~Operations~~, etc.).
- B. Contact:** Donor or sponsor must contact the applicable department director or ~~COO~~ **Services Manager** to determine whether donation(s) and/or sponsorship(s) will be accepted and the conditions of acceptance. If the donation(s) or sponsorship(s) is accepted, donor will work with VMS staff to finalize the combined total cost of

donation(s) and/or sponsorship(s) and complete Donation Agreement (Attachment 1).

- C. **Committee consideration:** Donation(s) and/or sponsorship(s) will be reviewed by the applicable oversight committee prior to board consideration of donation(s).
- D. **Board approval:** Final approval shall be granted by the GRF Board of Directors for acceptance of all donations and/or sponsorships.
- E. **Board approval – VCF donations:** Acceptance of VCF donations and/or sponsorships requires GRF board approval of the Donation/Sponsorship Agreement (ATT 1) followed by execution of the corresponding VCF Project Application (ATT 2).

VIII. Criteria for Acceptance

To accept donation(s) and/or sponsorship(s) of a community space element for a specific facility, the donation must:

- A. Meet a true need of the facility;
- B. Not interfere with the intended current or future use of the facility; and
- C. Not require the relocation of other equipment or infrastructure to accommodate the donation and/or sponsorship.

GRF reserves the right to accept or deny any donation(s).

IX. Guidelines

All determinations, will be based upon, but not limited to, the following guidelines.

A. Flowers, shrubs and bushes

- 1. Donated plants become exclusive property and maintenance responsibility of GRF;
- 2. Only those plantings that require a maintenance effort consistent with other plantings will be considered;
- 3. Site preparation, installation and site restoration will be the responsibility of GRF;
- 4. Only perennial flowering plants will be permitted and incorporated in existing beds; and
- 5. Placement of plants will be based on criteria such as the variety, color, mature height and size. Compatibility with surrounding areas will be a strong consideration for planted materials and their location.

B. Trees

- 1. Donated trees become the exclusive property and maintenance responsibility of GRF;
- 2. Site preparation, installation and site restoration will be the responsibility of GRF;

3. Tree placement/location will be based upon variety of tree selected, mature height, size etc. Compatibility with surrounding areas will be a strong consideration for trees and their location; and
4. Size and species of tree(s) donated shall be limited to those determined by GRF.

C. Signage

1. No signage or slogans shall be displayed on donated personal property or those items secured with U.S. dollar cash donations. Donation **and/or sponsorship** acknowledgement shall be found listed on gratuity plaque displayed at one selected location, e.g., the Community Center or applicable clubhouse, if gratuity plaques are displayed there. Gratuity plaque will list only the name(s) of the person(s) or the specific club name and the date of the donation **and/or sponsorship**. Refer to Naming Policy.

D. Benches, tables and other amenities

1. Donated benches become exclusive property and maintenance responsibility of GRF;
2. Site preparation, installation and site restoration will be the responsibility of GRF; and
3. Amenity must be similar to or complement other amenities in the area.

E. Buildings, structures and public art

1. Donated buildings, structures (including playgrounds) and public art are not considered as part of this policy.

X. Conditions

- A. Cost:** Donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space elements. **Any surplus funds would be applied to related or ancillary operational and maintenance expenses.**
- B. Installation:** Installation of donated community space elements, including any donor acknowledgement, will be completed by VMS personnel. Installation will be scheduled at a time and date as determined by applicable department director or **COO Services Manager**, so as not to unnecessarily interfere with routine maintenance activities.
- C. Removal and/or relocation:** This section applies to both existing and new donations. GRF reserves the right to remove and/or relocate donated community space elements and their associated signage when they interfere with site safety, maintenance or other activities.

XI. Distribution of Donation and Sponsorship

- A. Tangible items will be distributed to the applicable department director or ~~CEO~~ **Services Manager** for use.

- B. Monetary donations in U.S. dollars for the installation and maintenance expenses will be deposited into the appropriate account for the designated department as assigned by the ~~chief financial officer (CFO)~~ **Director of Financial Services** or recommended by the receiving department director.

- C. Donations of cash for undesignated donations will be deposited into appropriate account for the designated department as assigned by the ~~CFO~~ **Director of Financial Services**.

- D. **Director of Financial Services will allocate any surplus funds to related or ancillary operational and maintenance expenses.**

XII. Donation Record Keeping

A copy of the Donation/Sponsorship Agreement for accepted donations shall be forwarded to the ~~CFO~~ **Director of Financial Services** for recordkeeping, the designated department director for which the donation **and/or sponsorship** was assigned and to the ~~COO~~ **Services Manager**.

XIII. Declined Donations and Sponsorships

GRF reserves the right to decline any donation if, upon review, acceptance of the donation is determined in the sole discretion of GRF to be not in the best interests of the community.

Attachments

ATT 1: Donation/Sponsorship Agreement

ATT 2: **Village Community Fund Project Application** *(note - not included in redline version)*

Attachment 1

Resolution 90-22-XXX

Donation/~~Sponsorship~~ Agreement between GRF and _____

This Agreement, entered into this ____ day of _____, 2022, is by and between the Golden Rain Foundation (“GRF”), a California non-profit mutual benefit corporation and _____ (“Donor”).

WHEREAS, GRF and Donor recognize the importance of community ~~facilities and amenities programs, services and facilities~~; and

WHEREAS, GRF and Donor acknowledge the benefit of donations when they have a purpose consistent with GRF goals and are in the best interest of Laguna Woods Village;

WHEREAS, the Donor has offered to donate _____;

WHEREAS, the _____ Department Director or ~~COO~~ **Services Manager** reviewed and affirms the proposed donation meets the criteria for acceptance contained in the GRF Donation Policy:

- a. Meet a true need of the facility;
- b. Not interfere with the intended current or future use of the facility; and
- c. Not require the relocation of other equipment or infrastructure to accommodate the donation.

WHEREAS, the donor consents to allocate any surplus funds to related or ancillary operational and maintenance expenses.

NOW THEREFORE BE IT RESOLVED, _____ (date) that GRF and Donor in accordance with the described conditions and obligations, hereinafter set forth and agree as follows:

Section 1 The donation, known as _____, described below, is donated in its entirety to GRF, hereafter owned by GRF and managed on behalf of the residents of Laguna Woods Village by Village Management Services, Inc. (VMS)

Section 2 Donation description:
Space of facility:
Location:
Additional information:

Section 3	Amount of Donation	
	Item cost:	\$
	Installation cost:	\$
	Maintenance cost:	\$
	Reception/ribbon cutting (optional donor discretion)	\$
	Total donation:	\$

Section 5 GRF reserves the right to move/remove and/or retire the donation following cessation of the five year period. The term shall commence upon the date entered into and indicated above.

Section 6 GRF will not replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.

Section 7 Installation and Maintenance: GRF shall be responsible for installation and maintenance of the item, including any reasonable repairs.

Section 8 Term: The term of this agreement is a minimum of five years or beyond, if applicable.

RESOLVED FURTHER, that Resolution 90-XX-XX adopted _____ is hereby suspended in its entirety and cancelled.

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

Attachment 2
Amended Donation Policy (clean copy)

Golden Rain Foundation | Donation Policy**I. Purpose**

To provide guidelines and an efficient and effective process for accepting gifts and minor monetary donations in a responsible, transparent and accountable manner that is consistent with Golden Rain Foundation (GRF) goals. This policy also establishes guidelines, standards and procedures for the installation and care of donated community improvements. GRF desires to encourage donations while managing aesthetic impacts and mitigating installation and ongoing maintenance costs.

II. Donation Defined

A donation is defined as any item of value given to GRF by a donor who expects nothing significant of value in return other than recognition and disposition of the gift in accordance with the donor's wishes to the degree possible.

III. Sponsorships Defined

A sponsorship is defined as any item of value given to GRF by a donor. The sponsor expects the publicity of the sponsorship(s) to attract new supporters, sponsors and donors alike. Most sponsors like to share their activities, and GRF will typically highlight the sponsor.

IV. Types of Donations and Sponsorships

Donations and/or sponsorships may be offered in the form of cash and real or personal property. Designated donations are donations the donor specifies for a particular department, location or purpose. Undesignated donations are donations given to GRF for an unspecified use. Typically, donations and/or sponsorships to GRF are made by individuals, Village clubs or the Village Community Fund (VCF). VCF is a nonprofit 501(c)(3) community-benefit charitable organization created by Village residents to provide support for programs, services and facilities that enrich the lives of older adults.

V. Consistency with GRF Interests

Designated donations and/or sponsorships may be accepted only when they fulfill a purpose consistent with GRF goals and are in the best interest of Laguna Woods Village. GRF must always consider resident trust and comply with all applicable governing documents and laws when accepting donations.

VI. Standards for Donations and Sponsorships

- A. Acquisition or purchase:** GRF and the community have an interest in ensuring that community space elements shall be purchased and installed by Village Management Services (VMS). Items selected for acquisition or purchase will be of high quality related to style, appearance, durability and ease of maintenance. VMS personnel will be responsible for coordinating purchases and installations of all community space elements. All acquisitions and/or purchases shall be approved in advance by the GRF

board of directors. In certain instances, the GRF board may waive the requirements that the community space element(s) be purchased by VMS.

- B. Appearance and aesthetics:** GRF and the community have an interest in ensuring the best appearance and aesthetic quality of community facilities. Community space elements should reflect the character of the space or facility. All community space elements will be installed in a manner that will not substantially change the character of a facility or its intended use.
- C. Maintenance:** Donated community space elements will become GRF property once installed and/or permanently placed in the mutually agreed-upon location. Accordingly, VMS has the duty to provide only routine maintenance and repair of the donation for a minimum of five years or beyond, if applicable. GRF, may, but shall not be required to, replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires. In certain instances, the GRF board may waive the requirement that maintenance costs be funded by the donor.
- D. Repair:** GRF has an interest in ensuring that all community space elements remain in good repair. In addition, the community has an interest in ensuring that the short- and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated community space elements purchased must be of high quality to ensure longevity and be resistant to the elements, wear and tear, and acts of vandalism.
- E. Cost:** GRF has an interest in ensuring that the donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space element(s). GRF also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources for maintenance of other GRF facilities. Consequently, GRF will assess, at time of purchase, a charge sufficient to cover anticipated installation and ongoing maintenance costs of donated community space element(s) during its anticipated life cycle.

VII. Procedure for Making Donations and Sponsorships

- A. Management:** The applicable department director or services manager will manage the proposed donation(s) and/or sponsorship(s) (Recreation and Special Events, Landscaping Services, General Services, Maintenance and Construction, etc.).
- B. Contact:** Donor or sponsor must contact the applicable department director or services manager to determine whether donation(s) and/or sponsorship(s) will be accepted and the conditions of acceptance. If the donation(s) or sponsorship(s) is(are) accepted, the donor will work with VMS staff to finalize the combined total cost of donation(s) and/or sponsorship(s) and complete the Donation Agreement (Attachment 1).

- C. Committee consideration:** Donation(s) and/or sponsorship(s) will be reviewed by the applicable oversight committee prior to board consideration of donation(s).
- D. Board approval:** Final approval shall be granted by the GRF board of directors for acceptance of all donations and/or sponsorships.
- E. Board approval – VCF donations:** Acceptance of VCF donations and/or sponsorships requires GRF board approval of the Donation/Sponsorship Agreement (Attachment 1) followed by execution of the corresponding VCF Project Application (Attachment 2).

VIII. Criteria for Acceptance

To accept donation(s) and/or sponsorship(s) of a community space element for a specific facility, the donation must:

- A.** Meet a true need of the facility;
- B.** Not interfere with the intended current or future use of the facility; and
- C.** Not require the relocation of other equipment or infrastructure to accommodate the donation and/or sponsorship.

GRF reserves the right to accept or deny any donation(s).

IX. Guidelines

All determinations, will be based upon, but not limited to, the following guidelines.

A. Flowers, shrubs and bushes

- 1.** Donated plants become exclusive property and maintenance responsibility of GRF;
- 2.** Only those plantings that require a maintenance effort consistent with other plantings will be considered;
- 3.** Site preparation, installation and site restoration will be the responsibility of GRF;
- 4.** Only perennial flowering plants will be permitted and incorporated in existing beds; and
- 5.** Placement of plants will be based on criteria such as the variety, color, mature height and size. Compatibility with surrounding areas will be a strong consideration for planted materials and their location.

B. Trees

1. Donated trees become the exclusive property and maintenance responsibility of GRF;
2. Site preparation, installation and site restoration will be the responsibility of GRF;
3. Tree placement/location will be based upon variety of tree selected, mature height, size, etc. Compatibility with surrounding areas will be a strong consideration for trees and their location; and
4. Size and species of tree(s) donated shall be limited to those determined by GRF.

C. Signage

1. No signage or slogans shall be displayed on donated personal property or those items secured with U.S. dollar cash donations. Donation and/or sponsorship acknowledgement shall be found listed on gratuity plaque displayed at one selected location, e.g., the Community Center or applicable clubhouse, if gratuity plaques are displayed there. Gratuity plaque will list only the name(s) of the person(s) or the specific club name and the date of the donation and/or sponsorship. Refer to Naming Policy.

D. Benches, tables and other amenities

1. Donated benches become exclusive property and maintenance responsibility of GRF;
2. Site preparation, installation and site restoration will be the responsibility of GRF; and
3. Amenity must be similar to or complement other amenities in the area.

E. Buildings, structures and public art

1. Donated buildings, structures (including playgrounds) and public art are not considered as part of this policy.

X. Conditions

- A. Cost:** Donor covers the full cost for the purchase, installation and maintenance during the expected life cycle of donated community space elements. Any surplus funds would be applied to related or ancillary operational and maintenance expenses.
- B. Installation:** Installation of donated community space elements, including any donor acknowledgement, will be completed by VMS personnel. Installation will be

scheduled at a time and date as determined by applicable department director or COO, so as not to unnecessarily interfere with routine maintenance activities.

- C. Removal and/or relocation:** This section applies to both existing and new donations. GRF reserves the right to remove and/or relocate donated community space elements and their associated signage when they interfere with site safety, maintenance or other activities.

XI. Distribution of Donation and Sponsorship

- A.** Tangible items will be distributed to the applicable department director or CEO for use.
- B.** Monetary donations in U.S. dollars for the installation and maintenance expenses will be deposited into the appropriate account for the designated department as assigned by the director of Financial Services or recommended by the receiving department director.
- C.** Donations of cash for undesignated donations will be deposited into appropriate account for the designated department as assigned by the director of Financial Services.
- D.** The director of Financial Services will allocate any surplus funds to related or ancillary operational and maintenance expenses.

XII. Donation Record Keeping

A copy of the Donation/Sponsorship Agreement for accepted donations shall be forwarded to the director of Financial Services for recordkeeping, the designated department director for which the donation and/or sponsorship was assigned and the services manager.

XIII. Declined Donations and Sponsorships

GRF reserves the right to decline any donation if, upon review, acceptance of the donation is determined in the sole discretion of GRF to be not in the best interests of the community.

Attachments

Attachment 1: Donation/Sponsorship Agreement

Attachment 2: Village Community Fund Project Application

Installation cost:	\$
Maintenance cost:	\$
Reception/ribbon cutting (optional donor discretion)	\$ _____
Total donation:	\$

Section 5 GRF reserves the right to move/remove and/or retire the donation following cessation of the five-year period. The term shall commence upon the date entered into and indicated above.

Section 6 GRF will not replace the donation or community space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.

Section 7 Installation and maintenance: GRF shall be responsible for installation and maintenance of the item, including any reasonable repairs.

Section 8 Term: The term of this agreement is a minimum of five years or beyond, if applicable.

RESOLVED FURTHER, that Resolution 90-XX-XX adopted _____ is hereby suspended in its entirety and cancelled.

RESOLVED FURTHER, that the officers and agents of this corporation are hereby authorized to carry out this resolution as written.

**VILLAGE COMMUNITY FUND
PROJECT APPLICATION**

The Village Community Fund (VCF), a non-profit 501(c)(3) community benefit organization, serves to foster projects that benefit senior adults and our local Laguna Woods Village community, and raise funds to carry out our mission. All projects go through a rigorous procedure before being accepted by VCF. A club or group of concerned residents, working with GRF's cooperation and ultimate approval, will develop and plan the proposed project, including timetable and budget.

The resident group or club is responsible for raising the tax-deductible funds which will be donated to VCF and earmarked for the project. Most projects are coordinated with the Recreation Department.

For your project to be considered for funding, please complete both sides of this application and return via email to: villagecommunityfund@gmail.com.

PROJECT NAME

CLUB OR GROUP NAME

PRIMARY CONTACT INFORMATION

Name (and title, if applicable)

Phone

Email

NUMBER OF ACTIVE CLUB OR GROUP MEMBERS

NAMES OF PROJECT COMMITTEE MEMBERS

PROJECT DESCRIPTION, PURPOSE, and TIMELINE

PROJECT BUDGET

PROJECT FUNDS APPROVED BY GRF (if any, attach detail)

NAME OF YOUR GRF CONTACT

REQUESTER – By signing this application the requester is committing to raise the funds budgeted for the project.

Signature

Date

Name and Title

VMS APPROVAL – By signing this application VMS is acknowledging they have been involved in setting the scope of the project and agree the amount budgeted is adequate to complete the project.

Signature

Date

Name and Title

GRF APPROVAL – This application should be signed after the GRF board has passed a resolution to approve the project and accept the funds. By signing this application GRF is committing to complete the project for the amount budgeted.

Signature

Date

Name and Title

VCF APPROVAL – This application will not be accepted by VCF until the project is approved by VMS and GRF.

Signature

Date

Name and VCF Title

We want to hear from you! For additional information or questions, please contact us:

Call: 949-467-1030

Email: VillageCommunityFund@gmail.com

Visit our website: VillageCommunityFund.org

Tax ID# 82-379360

Attachment 3
Resolution 90-22-XX



RESOLUTION 90-21-XX

Donation Policy

WHEREAS, on May 5, 2020, the board unanimously adopted the Donation Policy to provide an efficient and effective process for accepting gifts and monetary donations in a responsible, transparent and accountable manner that is consistent with Golden Rain Foundation (GRF) goals; and

WHEREAS, through the use of the policy over the past two years, the need for adjustments has become apparent, including such items as the:

- Inclusion of sponsorships;
- Elimination of the \$100,000 limit on cash donations;
- Waiver of the requirement for community space element(s) to be purchased by VMS in certain circumstances;
- Waiver of the requirement that maintenance costs be funded by the donor in certain instances;
- Application of surplus funds to related or ancillary operational and maintenance expenses; and
- Replacement of Chief Operating Officer (COO) in the policy with Services Manager; and

NOW THEREFORE BE IT RESOLVED, May 3 2022 that the Board of Directors of this Corporation hereby approves the amended Donation Policy as attached to the official minutes of this meeting; and

RESOLVED FURTHER, that Resolution 09-20-21, adopted May 5, 2020, is hereby superseded in its entirety and canceled; and;

RESOLVED FURTHER; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied

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ENDORSEMENT (to Board of Directors)

Men's Golf Club Annual Memorial Tournament

Authorize the Community Activities Committee recommendation to review and recommend board approval to grant the Men's Golf Club use of the golf course for the Annual Memorial Tournament on May 21 with the stipulation of paying guest fees in full.

A motion was made to grant the Men's Golf Club use of the golf course for the Annual Memorial Tournament on May 21 with the stipulation of paying guest fees in full.

Motion passed 3-1-1.

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STAFF REPORT

DATE: May 3, 2022
FOR: Board of Directors
SUBJECT: Men's Golf Club Annual Memorial Tournament

RECOMMENDATION

Review and recommend board approval to grant the Men's Golf Club use of the 27-hole golf course for the Annual Memorial Golf Tournament on May 21 with the stipulation of paying regular resident and guest green fees, Clubhouse 2 room rental rates and bar service rates.

BACKGROUND

The Men's 18-Hole Golf Club hosts the Annual Laguna Woods Village Memorial Golf Tournament in May on the 27-hole golf course. All proceeds are donated to the Laguna Woods Village Foundation to assist residents in financial need.

Past requests were made annually to the GRF Board to allow free use of the golf course in an effort to increase the donation amount for the Foundation. Previous requests were granted in 2018 and 2019. The event was not held in 2020 and 2021 due to COVID pandemic.

DISCUSSION

Tournaments such as the Laguna Woods Village Memorial Golf Tournament are typical in the golf community and are held to generate monetary proceeds for various charity organizations. The 2019 Memorial Golf Tournament raised \$35,000 for the Laguna Woods Foundation. Furthermore, the allowance of such tournaments creates positive goodwill within the community benefiting residents.

On March 10, 2022, the Community Activities Committee approved exclusive use of the golf course on May 21 for the Men's Golf Club Annual Memorial Golf Tournament with stipulation that all greens fees, Clubhouse 2 rental rates and bar service fees are paid in full with no discounts.

FINANCIAL ANALYSIS

None.

Prepared By: Brian Gruner, Recreation and Special Events Director

Reviewed By: Tom McCray, Golf Operations Manager

ATTACHMENT(S)

Attachment 1: Resolution 90-22-XX Men's Golf Club Annual Memorial Tournament

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RESOLUTION 90-22-XX
Men's Golf Club Annual Memorial Tournament

WHEREAS, staff recommends to grant the Men's Golf Club use of the 27-hole golf course for the Annual Memorial Golf Tournament on May 21 with the stipulation of paying regular resident and guest green fees, Clubhouse 2 room rental rates and bar service rates, and;

WHEREAS, the Men's 18-Hole Golf Club hosts the Annual Laguna Woods Village Memorial Golf Tournament in May on the 27-hole golf course. All proceeds are donated to the Laguna Woods Village Foundation to assist residents in financial need, and;

WHEREAS, past requests were made annually to the GRF Board to allow free use of the golf course in an effort to increase the donation amount for the Foundation. Previous requests were granted in 2018 and 2019, and;

WHEREAS, tournaments such as the Laguna Woods Village Memorial Golf Tournament are typical in the golf community and are held to generate monetary proceeds for various charity organizations. The 2019 Memorial Golf Tournament raised \$35,000 for the Laguna Woods Foundation. Furthermore, the allowance of such tournaments creates positive goodwill within the community benefiting residents, and;

WHEREAS, on March 10, 2022, the Community Activities Committee approved exclusive use of the golf course on May 21 for the Men's Golf Club Annual Memorial Golf Tournament with stipulation that all greens fees, Clubhouse 2 rental rates and bar service fees are paid in full with no discounts, and;

NOW THEREFORE BE IT RESOLVED, May 3, 2022 the Board of Directors of this Corporation hereby adopts to grant the Men's Golf Club use of the 27-hole golf course for the Annual Memorial Golf Tournament on May 21 with the stipulation of paying regular resident and guest green fees, Clubhouse 2 room rental rates and bar service rates; and;

RESOLVED FURTHER; that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

APRIL Initial Notification—28-day notification for member review and comments to comply with Civil Code §4360 has been satisfied

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