



OPEN SESSION

Minutes of the Regular Meeting of the Golden Rain Foundation Tuesday, September 4, 2018, 9:30 a.m. 24351 El Toro Road, Laguna Woods, California

Directors Present: Thomas Sirkel, Beth Perak, Joan Milliman, Jim Matson, Richard Palmer, Annette Sabol Soule, Judith Troutman, Bert Moldow, Ray Gros, Diane Phelps, and Jim Juhan

Directors Absent: None

Staff Present: Siobhan Foster, Eileen Paulin, Betty Parker, Chris Spahr, and Cheryl Silva

Others Present: United Mutual: Juanita Skillman
 Third Mutual: John Frankel, Cush Bhada and Steve Parsons
 VMS: Mary Stone
 Mutual 50: Ryna Rothberg
 Legal Counsel: Fred Whitney and Robert Hartley

1. Call to Order

President Sirkel called the meeting to order at 9:30 a.m., and acknowledged that a quorum was present.

2. Pledge of Allegiance to the Flag

Director Palmer asked for a moment of silence for our veterans and led the meeting in the Pledge of Allegiance to the Flag.

3. Acknowledgment of Media

A representative of the Laguna Woods Globe and the Village Television Camera Crew, by way of remote cameras, were acknowledged.

4. Approval of Agenda

Director Moldow made a motion to approve the Agenda as presented. Director Milliman seconded the motion and it passed by unanimous consent.

5. Approval of Minutes

Director Perak made a motion to approve the minutes of August 7, 2018, as amended. The motion was seconded by Director Matson and it passed by unanimous consent.

6. Report of the Chair

President Sirkel announced this would be his last meeting serving as President and highlighted the following GRF accomplishments:

Improved working relationship with other Boards

Trust Extension
Strategic Plan
5 yr Capital plan
New management agreement
Update by-law 2.1.4
Gatehouse renovation
New RFID system
Lower assessments
Laptops in security vehicles for field reporting
Kiosks in Community Center
Garden Centers' improvements
Pool Improvements
Village Greens Restaurant Improvements
Par 3 Course Improvements
HVAC System Updates and Improvements
Clubhouse 7 Improvements

President Sirkel commented that the most important accomplishment, to him, was the Board working together as a team to serve the residents of Laguna Woods Village.

7. Update from VMS

Director Kenney gave an update of the VMS meetings in the month of August:

- Abraham Ballesteros and Vincente Martinez acknowledged for outstanding employee performance
- Provide excellent customer service
- Social Services Update
- New licensed social worker via Saddleback program
- 67 managers and supervisors completed ongoing training this month
- Service award luncheon October 3, 2018
- Quality of Village publications have greatly improved

8. CEO Report

CEO Hudson gave an update of the VMS meeting in the month of July and gave a report on upcoming community events and on current renovation and construction projects:

- Senate Bill 1128 status update
- GRF Elections
- IT system data analytics
- Plan-a Ride notifications
- Edison upgrades to power grid
- Manor Alterations' new location
- Gatehouse renovations

- Good Neighbor/Building Captain Barbeque
- Monday night football in Clubhouse 5

9. Open Forum (Three Minutes per Speaker)

Members spoke on the following topics: Laguna Woods Village Foundation update, Aliso Creek area landscaping issues, leisure activity fees, praise for the security officers, and appreciation for volunteers throughout the community.

10. Response to Open Forum Speakers

Several Directors responded to and provided input regarding member comments.

11. Consent Calendar

- (a) Entertain a Motion to Approve & Sign a Sidewalk Lease Agreement with the Willows Foundation

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 1st day of July, 2018 ("Effective Date"), by and between The Willows Foundation, a California nonprofit public benefit Corporation (hereinafter referred to as "**Willows Foundation**") and Golden Rain Foundation, a California corporation (hereinafter referred to as "**Golden Rain**"). **Willows Foundation** and **Golden Rain** together shall be referred to herein as "Parties."

WITNESSETH

WHEREAS, the **Willows Foundation** owns, operates, and maintains The Willows Foundation, located at 23871 Willows Drive, Laguna Hills, California, for the purpose of providing independent retirement living homes for persons over the age of 55 who are members of the Christian Science denomination (the "Premises"); and

WHEREAS, an approximate 4,314 square feet of the Premises consists of certain sidewalk property located immediately adjacent to and surrounded by property owned by **Golden Rain**, located in the City of Laguna Woods, as more particularly described in Exhibit

"A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference (the "Sidewalk Property"); and

WHEREAS, a gate installed across Via Vista at the entrance of the **Golden Rain** property limits access to and use of the Sidewalk Property to the residents and visitors of the **Golden Rain** property; and

WHEREAS, the Parties desire to enter into an agreement to provide **Golden Rain** exclusive access and use of the Sidewalk Property; and

NOW, THEREFORE, the Parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and covenants and conditions set forth herein, the Parties agree as follows:

1. Term and Commencement.

This Agreement shall be for a term commencing on the Effective Date and ending on June 30, 2023, unless sooner terminated as provided for hereinafter ("Initial Term"). The Agreement shall automatically renew for successive consecutive additional periods of five (5) years each ("Additional Term"), on the same terms and conditions set forth in this Agreement for the Initial Term. Prior to the expiration of the Initial Term or Additional Term then in effect, either Party may provide written notice to the other Party of its intent to terminate the Agreement not less than ninety (90) days prior to the expiration of the Term then in effect.

2. Use of Sidewalk Property

A. **Golden Rain** shall have the right to the exclusive use of the Sidewalk

Property for ingress and egress purposes by the residents and visitors of the **Golden Rain** property.

B. **Golden Rain** agrees to maintain the Sidewalk Property in good condition at all times during the term of this Agreement consistent with Section 4 herein and shall comply with all local and state laws and regulations regarding the Sidewalk Property.

C. Upon the expiration or earlier termination of this Agreement, **Golden Rain** shall be solely responsible for the cost of and execution of the removal of all alterations or improvements which may be installed on the Sidewalk Property pursuant to the terms of Section 5 herein, and for any damage to the Sidewalk Property and improvements thereon, proximately caused by such removal.

3. **Rent.**

In consideration of the maintenance and repair responsibilities assumed by **Golden Rain** and the indemnification of the **Willows Foundation** for the use of the Sidewalk Property, **Golden Rain** shall not be required to pay rent for the use of the Sidewalk Property during the term of this Agreement.

4. **Maintenance of Sidewalk Property.**

Golden Rain shall, at all times during the term of this Agreement, at its sole cost and expense, keep and maintain the Sidewalk Property in good order and repair, including any alterations or improvements that may be approved pursuant to Section 5 below.

5. **Alterations or Improvements.**

A. **Golden Rain**, at its sole expense, shall have the right, upon obtaining the **Willows Foundation's** prior written consent, to construct alterations and improvements on or

about the Sidewalk Property which may be desired by **Golden Rain** or required by local and state agencies. As a condition to obtaining such consent, the **Willows Foundation** may, among other things, require that **Golden Rain** agree to remove any such alterations, additions, or improvements upon the expiration or earlier termination of this Agreement and to restore the Sidewalk Property to the condition which existed prior to the construction of any such alteration, addition, or improvement.

B. Upon the expiration or earlier termination of the Agreement, unless the **Willows Foundation** requires removal of all alterations, additions and improvements which may be made on the Sidewalk Property, such items shall, upon the expiration or termination of the Agreement, become the property of the **Willows Foundation**.

6. Willows Foundation's Non-Liability and Indemnity.

A. The **Willows Foundation** shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of **Golden Rain**, or any of its agents, employees, licensees, or invitees, caused by or arising from any act or omission of **Golden Rain**, or any of its agents, employees, licensees, or invitees, except as occasioned by the sole negligence of the **Willows Foundation** or its employees.

B. **Golden Rain** shall indemnify and hold harmless the **Willows Foundation** and its officers, employees, residents, guests and invitees from and against any and all claims, actions, damages, liability, and expenses, including attorneys' fees, in connection with the loss of life, personal injury and/or damage to property arising from the occupancy or use by **Golden Rain** of the Sidewalk Property or any part thereof, or arising from or out of **Golden Rain's**

failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any act or omission of **Golden Rain**, its agents, representative, employees, servants, invitees, or licensees. In case the **Willows Foundation** shall, without fault on its part, be made a party to any litigation commenced against **Golden Rain**, then **Golden Rain** shall protect and hold it harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred by the **Willows Foundation** in connection with any such litigation. The **Willows Foundation** may, at its option, require **Golden Rain** to assume the **Willows Foundation's** defense in any action covered by this Section through legal counsel satisfactory to the **Willows Foundation** and **Golden Rain's** insurance carrier, with any such defense to be provided by insurance counsel, which shall not be unreasonably rejected.

7. **Insurance.**

A. **Golden Rain** agrees, at its own cost and expense, to maintain in full force during the term of this Agreement: (a) comprehensive public liability and property damage insurance, insuring against claims for injuries to persons or property occurring in, upon, or about the Sidewalk Property. Said liability policy shall have limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and (b) workers' compensation coverage as required by law, together with employer's liability coverage. All policies of insurance shall be written with responsible and solvent insurance companies authorized to do business in California with a policyholder's rating of "A" (Excellent) or better and financial rating of "X" or better in Bests' Insurance Reports-Property/Casualty.

B. Prior to the commencement of the term hereof, **Golden Rain** shall supply

the **Willows Foundation** (and at all times during the term of the Agreement keep on file with the **Willows Foundation**) a true and correct copy of all policies or a certificate of insurance accurately reflecting the coverage required herein together with satisfactory evidence showing that all premiums thereon have been paid, and thereafter, as additional premiums become due, **Golden Rain** shall supply the **Willows Foundation**, if requested, with satisfactory evidence that said premiums have been paid. In the event that **Golden Rain** fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, any insurance required by this Agreement, or fails to carry insurance required by law or governmental regulation, the **Willows Foundation** may, but without obligation to do so, at any time or from time to time, and without notice, procure such insurance and pay the premiums therefor, in which event **Golden Rain** shall repay the **Willows Foundation** all sums so paid by the **Willows Foundation**, together with ten percent (10%) interest per annum or the maximum allowed by law, whichever is the lesser, thereon and any costs or expenses incurred by the **Willows Foundation** in connection therewith, within ten (10) calendar days following the **Willows Foundation's** written demand to **Golden Rain** for such payment.

C. **Golden Rain's** insurance company shall supply the **Willows Foundation** with a Certificate of Insurance of such liability policy and shall agree to provide an endorsement to such comprehensive liability policy or policies showing the **Willows Foundation** as an additional insured with respect to claims arising out of **Golden Rain's** occupancy and use of the Sidewalk Property. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer shall provide the **Willows Foundation** with not less

than thirty (30) calendar days' prior written notice.

D. Each policy evidencing insurance required to be carried by **Golden Rain** pursuant to this Section shall contain the following provisions and/or clauses: (a) a provision that such policy and the coverage evidenced thereby shall be primary and that any coverage carried by the **Willows Foundation** shall be noncontributing with respect to any policies carried by **Golden Rain**; and (b) a provision that **Golden Rain** will not cancel or change the coverage provided by such policy without first giving the **Willows Foundation** a minimum of thirty (30) calendar days prior written notice. **Golden Rain** shall pay any additional insurance premiums which may be required for the inclusion of such provisions. **Golden Rain** further agrees to provide the **Willows Foundation** with a written waiver of any right to subrogation against the **Willows Foundation**, its agents, employees, and representatives in connection with any damage or injury covered by the liability insurance policy or policies required by this Section, except as occasioned by the sole negligence or willful misconduct of the **Willows Foundation** or its officers or employees. **Golden Rain** covenants that such written waiver will be provided to its insurance company issuing the insurance coverage required by this Section and that such insurance company will honor and acknowledge **Golden Rain's** waiver in writing.

8. Liens and Claims.

A. **Golden Rain** shall not suffer or permit to be enforced against the Sidewalk Property, or any part thereof, or any improvements thereon, any mechanics', materialmens', contractors', or subcontractors' liens arising from or any claim for damage growing out of the work of any construction, repair, restoration, replacement, or improvement prosecuted by or on behalf of **Golden Rain** upon the Sidewalk Property, or any other claim or

demand that may arise due to **GOLDEN RAIN's** use and occupancy of the Sidewalk Property, but **Golden Rain** shall pay or cause to be paid all said liens, claims, or demands before any action is brought to enforce the same against the Sidewalk Property or improvements. **Golden Rain** agrees to indemnify and hold the **Willows Foundation** and Sidewalk Property free and harmless from any and all such liens, claims, demands, and actions (collectively, the "Liens") together with reasonable attorneys' fees and all costs and expenses in connection therewith.

B. Notwithstanding the foregoing Paragraph, if **Golden Rain** shall in good faith contest the validity of any such Lien, then **Golden Rain** shall, at its sole expense, defend itself and the **Willows Foundation** against the same and shall pay and satisfy any expense or cost and judgment that may be rendered thereon before the enforcement thereof against the **Willows Foundation** or the Sidewalk Property, upon the condition that, if the **Willows Foundation** shall require, **Golden Rain** shall furnish to the **Willows Foundation** a surety bond satisfactory to the **Willows Foundation** in an amount at least equal to such contested Lien indemnifying the **Willows Foundation** against liability for the same and holding the Sidewalk Property free from the effect of such Lien or, if the **Willows Foundation** shall request, **Golden Rain** shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereinafter enacted, providing for a bond freeing the Sidewalk Property from the effect of such a Lien.

9. **Encumbrances.**

A. As used in this Agreement, "Lender" shall mean any bank, savings and loan association, insurance company, trustees of a pension trust, or any other person or entity making a loan to **Golden Rain** secured, in whole or in part, by a Trust Deed; and "Trust Deed"

shall mean any deed of trust, mortgage, or other security instrument imposing a first lien on **Golden Rain's** leasehold estate and securing such loan.

B. **Golden Rain** shall not execute or make any Trust Deeds in favor of any Lender and shall not hypothecate or encumber **Golden Rain's** leasehold estate in and to the Sidewalk Property in any manner or respect whatsoever, including, without limitation, allowing or creating any easements, liens, mortgages, or restrictions of any kind.

10. Possessory Interest.

Golden Rain expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that **Golden Rain** may be subject to the payment of property taxes levied on such interest.

11. Right of Entry.

The **Willows Foundation**, or its authorized representatives, may, from time to time, at any reasonable hour after giving reasonable notice, enter upon and inspect the Sidewalk Property, or any portion thereof, including the improvements thereon, to ascertain compliance with this Agreement, but without obligation to do so or liability therefor.

12. Communications.

A. The **Willows Foundation** and **Golden Rain** shall each designate a person or persons for communications, meetings, and resolution of any problems which may arise due to **Golden Rain's** occupancy and use of the Sidewalk Property.

B. The **Willows Foundation** initially designates Douglas L. Mayer, Executive Director, until July 9, 2018, and thereafter Todd Herzer, the new Executive Director, as its representative.

C. **Golden Rain** hereby designates Ernesto A. Munoz, P.E., Maintenance and Construction Director as its representative.

13. Not Agents.

Nothing contained in this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the **Willows Foundation** and **Golden Rain** or any of **Golden Rain's** agents or employees. **Golden Rain** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

14. Assignment and Subletting.

Golden Rain will not assign, let, or sublet the whole or any part of its interest in this Agreement without the prior written consent of the **Willows Foundation**.

15. Termination.

A. In the event of any breach of this Agreement by **Golden Rain**, including not complying with the maintenance and repair requirements specified in Section 4 herein, the **Willows Foundation** shall notify **Golden Rain** in writing of such breach, and **Golden Rain** shall have thirty (30) calendar days in which to cure said breach. Should any breach remain uncured, the **Willows Foundation** may, in its sole discretion, give written notice to **Golden Rain** and immediately terminate this Agreement.

B. This Agreement shall automatically be terminated without any further action required by either party in the event the **Willows Foundation** sells or otherwise conveys the Premises.

C. Notwithstanding Paragraphs A and B of this Section, either party may terminate this Agreement for any or no reason upon giving the other party at least ninety (90) calendar days prior written notice at the address set forth in Section 17 below.

D. Upon the termination or expiration of the term of this Agreement, **Golden Rain** shall immediately, peaceably, and quietly yield up to the **Willows Foundation** possession of the Sidewalk Property in good order and condition.

16. Waiver.

A. No delay or omission of the **Willows Foundation** to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by **Golden Rain** hereunder.

B. Any waiver by the **Willows Foundation** of any breach or default must be in writing and shall not be a waiver of any other breach or default concerning the same or any other provision of the Agreement.

17. Notices.

Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery if delivered personally, or three (3) calendar days after depositing in the United States mail, postage pre-paid, addressed to:

Willows Foundation:

The Willows Foundation
23871 Willows Drive

Laguna Hills, California 92653
Attention: Executive Director

Golden Rain:

Golden Rain Foundation
24351 El Toro Road
Laguna Woods, California 92637
Attention: Ernesto A. Munoz, P.E.
Maintenance and Construction Director

Any party may change the address or persons to which notices are to be sent to it by giving the written notice of such change of address or persons to the other party in the manner herein provided for giving notice.

18. California Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

19. Time.

Time is of the essence of every provision of this Agreement in which time is an element.

20. Authority.

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the Parties hereto.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

22. Entire Agreement; Amendments.

A. This Agreement, together with the exhibit hereto, constitute the entire Agreement between the **Willows Foundation** and **Golden Rain** relative to the Sidewalk Property. The **Willows Foundation** and **Golden Rain** agree that all prior or contemporaneous oral and written agreements between themselves or their agents and authorized representatives relative to the Sidewalk Property are revoked by this Agreement.

B. Any amendment or other modification of this Agreement must be in the form of a written amendment signed by both Parties.

23. Severability.

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

24. Attorneys' Fees.

In the event that any action shall be instituted by either party hereto for the enforcement of any term or condition on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all costs incurred by said prevailing party in said action, including reasonable attorneys' fees to the extent fixed by the court therein.

25. Interpretation.

All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions. The definitions contained in the Agreement shall be used to interpret

this Agreement and, when required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, the **Willows Foundation** and **Golden Rain** have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

THE WILLOWS FOUNDATION:

By: _____
Name: _____
Title: _____

GOLDEN RAIN:

By: _____
Name: _____
Title: _____

(b) Update GRF Committee Appointments

RESOLUTION 90-18-38
GRF Committee Appointments

RESOLVED September 4, 2018, that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

Business Planning

Diane Phelps, (GRF)
Tom Sirkel, (GRF)
Annette Sabol-Soule (GRF)
Rosemarie diLorenzo, (Third)
Steve Parsons, (Third)
Gary Morrison, (United)
Juanita Skillman, (United)
Al Amado, (Mutual 50)

Community Activities

Beth Perak, Chair (GRF)
Joan Milliman, Vice Chair (GRF)
Diane Phelps, (GRF)
Steve Parsons (Third)
Jules Zalon, (Third)
Jack Connelly, Alternate (Third)
Janey Dorrell, (United)
Juanita Skillman, (United)
Ryna Rothberg, (Mutual 50)
Non-Voting Advisers: Leon St. Hilaire, Jeff Shetler

Finance

Diane Phelps, Chair (GRF)
Annette Sabol Soule, Vice Chair (GRF)
Thomas Sirkel, (GRF)
Rosemarie diLorenzo, (Third)
Steve Parsons, (Third)
Bill Walsh, Alternate (Third)
Gary Morrison, (United)
Juanita Skillman, (United)
Al Amado, (Mutual 50)
Non-Voting Advisers: Alan Dickinson, Greg Corigliano, Diane Casey

Landscape Committee

Bert Moldow, Chair (GRF)
Ray Gros (GRF)
Jim Matson (GRF)
Maggie Blackwell (United)
Manuel Armendarez (United)
Juanita Skillman, Alternate (United)

Jules Zalon (Third)
James Tung (Third)

Vacant (Mutual 50)

Maintenance & Construction

Jim Matson, Chair (GRF)
Richard Palmer, Vice Chair (GRF)
Beth Perak, (GRF)
John Frankel, (Third)
Bunny Carpenter, (Third)
Bill Walsh, Alternate (Third)
Carl Randazzo, (United)
Don Tibbetts, (United)
Ryna Rothberg, (Mutual 50)
Non-Voting Advisers: John Luebbe, Ruth Matson

Media and Communications

Joan Milliman, Chair (GRF)
Beth Perak, Vice Chair (GRF)
Jim Juhan, (GRF)
Burt Baum, (Third)
Roy Bruninghaus, (Third)
Jack Connelly, Alternate (Third)
Maggie Blackwell, (United)
Juanita Skillman, (United)
Ryna Rothberg (Mutual 50)
Non-Voting Advisers: Steve Carman, John Perak, Lucy Parker

Mobility & Vehicles

Judith Troutman, Chair (GRF)
Ray Gros (GRF)
Bert Moldow, (GRF)
Roy Bruninghaus, (Third)
John Frankel, (Third)
Cash Achrekar, (United)
Reza Bastani, (United)
John Dalis, (Mutual 50)
Non-Voting Advisers: Vashti Williams, Shelva Lenzkes

PAC Renovation Ad Hoc Committee

Beth Perak, Chair (GRF)
Joan Milliman, Vice Chair (GRF)
Richard Palmer, (GRF)
John Frankel, (Third)
Bill Walsh, (Third)
Don Tibbetts, (United)
Juanita Skillman, (United)
Irving Waaland, (Mutual 50)
Non-Voting Advisers: Sheila Bialka, John Perak

Security and Community Access

Annette Sabol Soule, Chair (GRF)
Ray Gros, Vice Chair (GRF)
Jim Juhan, (GRF)
Roy Bruninghaus, (Third)
John Frankel, (Third)
Cush Bhada, Alternate (Third)
Pat English, (United)
Don Tibbetts, (United)
Non-Voting Advisers: Larry Cunningham, Frank Tybor

Disaster Preparedness Task Force

Judith Troutman (GRF)
Jim Juhan (GRF)
Roy Bruninghaus (Third)
John Frankel (Third)
Cash Achrekar (United)
Gary Morrison (United)
Inesa Nords-Leth (Mutual 50)

Laguna Woods Village Traffic Hearings

Ray Gros, (GRF)
Jules Zalon, (Third)
John Frankel, Alternate (Third)
Cash Achrekar, (United)
Board Members by Rotation (Mutual 50)

Energy and Technology Committee

Jim Juhan (GRF)
Bert Moldow (GRF)
Juanita Skillman (United)
Carl Randazzo (United)
Bill Wash, Chair (Third)
Burt Baum (Third)
John Frankel (Third)
Advisor: Steve Leonard

Board Members by Rotation (Mutual 50)

RESOLVED FURTHER, that Resolution 90-18-32 adopted August 7, 2018, is hereby superseded and cancelled; and

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

Director Milliman made a motion to approve the Consent Calendar as amended. Director Troutman seconded the motion and it passed by unanimous consent.

12. Unfinished Business

- (a) None

13. New Business

- (a) Entertain a Motion to Approve a Resolution Interpreting GRF Bylaw 2.1.4

Director Milliman, Secretary of the Board, read the following:

RESOLUTION 90-18-39

WHEREAS, GRF is required to obtain approval of the Corporate Members prior to engaging in any business or activity specified in Paragraph 2.1.4 of its Bylaws (Bylaw 2.1.5) not included in a previously approved budget; and

WHEREAS, GRF and the Housing Mutuals desire to create a routine process for presenting information to the Housing Mutuals relating to those facilities that do require approval and to confirm what does not require approval, in accordance with the express terms and spirit of Paragraph 2.1.4 of the GRF Bylaws; and

WHEREAS, the Bylaw Section 2.1.4(4) limits the discretion of the GRF Corporation as to either the construction of a new facility or an addition or expansion of or to an existing facility of at least one thousand (1,000) new or additional square feet and a cost of Five Hundred Thousand Dollars (\$500,000) or more; and

WHEREAS, the term “facilities” is defined in the GRF Trust Agreement Section VII(M)(4) (Bylaw 2.1.4(4)); and

WHEREAS, the GRF Trust Agreement Section VII(M)(4) defines “facilities” to mean a single Structure or addition to an existing Structure of a minimum cost or minimum size as stated in the Bylaws in total floor space and intended for office, residential, recreational or commercial use or any combination thereof; and

WHEREAS, the term “Structure” is not defined in either the GRF Bylaws, Articles of Incorporation or GRF Trust Agreement, rendering Bylaw Section 2.1.4 vague and ambiguous; and

WHEREAS, the vague and ambiguous term “Structure” introduces uncertainty as to whether certain GRF business or activity requires the approval of the Corporate Members under Bylaws Sections 2.1.4 and 2.1.5; and

WHEREAS, the uncertainty whether certain GRF business or activity requires

approval of the Corporate Members introduces inefficiency, waste, delay and strife to the process of undertaking certain GRF business and activities; and

WHEREAS, GRF, in conjunction with the Housing Mutuals, as defined in the GRF Bylaws, desires to eliminate this potential for inefficiency, waste, delay and strife by defining the term "Structure" as it relates to GRF Bylaws Sections 2.1.4 and 2.1.5;

NOW THEREFORE BE IT RESOLVED, that a Special Meeting of the Corporate Members shall be held in or about July of each year so that GRF can present any business or activity projects that require approval by the Corporate Members. May it be resolved further that the Corporate Members shall be permitted to vote personally at such meeting, or by written ballot prior to such meeting, in the same manner that votes are solicited and cast at each Annual Meeting of the Corporate Members, and that the GRF Board may appoint a member of VMS staff to serve as inspector of election for all such Special Meetings of the Corporate Members.

NOW THEREFORE, BE IT FURTHER RESOLVED, that, for the purposes of this resolution, the term "**Total Project Cost**" shall be understood to refer to the aggregate expense associated with the construction of a building or recreational facility intended for use by GRF Members or VMS employees, agents or invitees, including pre-construction costs, such as the cost of preliminary designs and concepts and cost appraisals. It is understood that costs may be incurred in the development of such preliminary designs and cost estimates before they are presented to and approved by the Corporate Members in order to develop a meaningful understanding of the cost and scope of a project, and that these preliminary costs shall be included in the **Total Project Cost**. The **Total Project Cost** shall include the cost of engineering to generate a final plan, as is typically associated with the process for obtaining City permits, as well as the estimated project cost, including the estimated construction cost, design costs, consultant costs, and construction support by architects and engineers. The **Total Project Cost** shall take into account the estimated costs of new equipment and refurbishments associated with such construction. In addition, the **Total Project Cost** shall include a ten percent (10%) contingency above the actual estimated cost for cost overruns. For example, a project that is expected to incur an aggregate expense of Four Hundred Seventy-Five Thousand Dollars (\$475,000) shall be understood and presented as having an expected Total Project Cost of Five Hundred Twenty-Two Thousand Five Hundred Dollars (\$522,500) (i.e. Four Hundred Seventy- Five Thousand Dollars (\$475,000) + Forty-Seven Thousand Five Hundred Dollars (\$47,500)).

NOW THEREFORE, BE IT FURTHER RESOLVED, that the following types of business and activities shall require the approval of the Corporate Members, as described in GRF Bylaws Sections 2.1.4 & 2.1.5:

1. **Construction of a new building** intended for use by GRF Members or VMS employees, agents or invitees. The following lists examples of buildings that would be considered Structures requiring Corporate Member approval if they involve a Total Project Cost over Five Hundred Thousand Dollars (\$500,000):
 - a. A new clubhouse;
 - b. A new gym facility;
 - c. A new office building.
2. **Construction of a new recreational facility** intended for use by GRF Members or GRF's employees, agents or invitees, which may be comprised of court surface areas, restrooms, seating areas, covered shade structures, etc. The following are examples of recreational facilities that would be considered Structures requiring Corporate Member approval if they involve a Total Project Cost over Five Hundred Thousand Dollars (\$500,000):
 - a. A new Pickleball Court;
 - b. A new Bocce Ball Court;
 - c. A new Tennis Court;
 - d. A new Lawn Bowling area.
3. **Construction of an addition** to an existing building or recreational facility that involves a Total Project Cost of Five Hundred Thousand Dollars (\$500,000) or more or that expands the total square footage of the building or recreational facility by more than one thousand (1,000) square feet.
4. **Modification or repurposing** of an existing building or recreational facility that involves a Total Project Cost of Five Hundred Thousand Dollars (\$500,000) or more. For the purposes of this Resolution, "modification or repurposing" refers to the modification or renovation of an existing facility from its original purpose or use to a significantly different purpose or use. For example, the following changes would be a "modification or repurposing":
 - a. The removal of the Club 19 Restaurant and its replacement with meeting rooms;
 - b. The removal of the community gym and its replacement with additional office space;
 - c. The removal of open space park and its replacement with a golf facility;
 - d. The renovation of Clubhouse 3 to serve a purpose other than its present purpose as a performing arts center; or
 - e. The closure of a clubhouse.

The following changes would NOT be considered a "modification or replacement":

- a. The renovation of the Board Meeting Room;

- b. The relocation of the gym from the second floor to the first floor;
- c. The renovation of Clubhouse 3 in a manner where it retains its use as a performing arts center;
- d. The renovation of a gatehouse to incorporate cameras, computer equipment and programs associated with access control;
- e. The partial renovation of a clubhouse or other facility to bring it into compliance with ADA or with other City or State Code requirements (e.g. widening a door, expanding a bathroom; adding equipment for the vision impaired, etc.); or
- f. Replacement of existing equipment associated with a facility (e.g. air conditioners, boilers, camera systems, or alarm systems);

NOW THEREFORE, BE IT FURTHER RESOLVED, that the following types of business and activities shall **NOT** require the approval of the Corporate Members pursuant to GRF Bylaws Sections 2.1.4 & 2.1.5:

1. **Construction involving less than Five Hundred Thousand Dollars (\$500,000) in Total Project Cost for new buildings and recreational facilities.**
2. **Repair, replacement or maintenance of existing improvements, assets and/or vehicles.** For example, purchase, repair, replacement or maintenance of the following:
 - a. Streets & parking lots (i.e. resurfacing, slurry sealing and/or striping);
 - b. Street signs;
 - c. Exterior lighting;
 - d. Computer equipment and software;
 - e. Cameras and other surveillance equipment, whether located in the interior or exterior of buildings, in recreational facilities or at access gates;
 - f. Vehicles used by GRF or its agents (including, but not limited to, VMS employees) such as buses, vans, cars, golf carts, bull dozers, construction vehicles, boom trucks, etc.;
 - g. Landscaping (e.g. hydro-seeding, installation of straw waddles or the implementation of other anti-erosion measures);
 - h. Perimeter fencing/walls;
 - i. Air conditioning or heating units, water heaters and other associated plumbing;
 - j. Sewers;
 - k. Irrigation pipes and controllers, including relocation;
 - l. Equipment at Restaurant 19;
 - m. Landscaping (i.e. non-building improvements) of the golf course;

- n. Sidewalks & other outdoor walking areas;
 - o. Modifications or additions to existing buildings and recreational facilities required to bring the building or facility into compliance with the Americans with Disabilities Act, the Fair Housing Act, or any similar laws.
3. **Acquisitions that do not involve any expense to GRF** (e.g. by will, gift or otherwise gratuitously). For example:
- a. A bequest or donation;
 - b. A conveyance of property from the City for general maintenance or for a specified purpose;
 - c. A grant of easement from a neighboring property owner for maintenance to be performed.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the term "demolition" as used in Subparagraph 5, of Paragraph M, of Section VII of the Trust Agreement shall mean to completely remove a Facility (as that term is defined in Subparagraph 4, of Paragraph M, of Section VII of the Trust Agreement) and not replace it; that the term "rebuilding" refers to reconstruction of an existing facility after its "complete demolition"; and neither the term "demolition" nor "rebuilding" shall refer to the renovation of an existing facility that does not involve a complete demolition; and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.

Director Milliman made a motion to approve the Resolution Interpreting Bylaw 2.1.4. Director Phelps seconded the motion and discussion ensued among the Directors.

Director Phelps asked if the Board needed to vote on the change removing the phrase "from a member" from paragraph 3a on agenda item 13a page 7 of 8. President Sirkel responded no and the change was approved by consensus.

President Sirkel called for a vote and the motion passed by a vote of 10-1-0 (Palmer opposed).

- (b) Entertain a Motion to Approve a Supplemental Appropriation for Gate 10 Civil Work Project

Director Milliman, Secretary of the Board, read the following:

Resolution 90-18-40
Supplemental Appropriation for the
Gate 10 Gate Renovation & Civil Work Project

WHEREAS, Gates 1, 2, 3, 4, 7, 8, 9, and 14 were approved as part of the 2018

Capital plan for gatehouse renovations to address code upgrades, improved traffic flow, gate access, security cameras and aesthetics;

WHEREAS, the Gate Access System Technology was also budgeted for these gates and includes underground power and camera cabling to communicate with gatehouses and Security staff and allow staff to manage and deter illegal occupancy by tracking guests, non-resident owners and annual pass holders and the number of times they are gaining access to the community;

WHEREAS, the GRF M&C Committee and GRF Finance Committee recommend that Gate 10 be added to this project for gatehouse renovation and Gate Access System Technology; and

WHEREAS, the funding required to add Gate 10 to the scope of work for the Civil Work Project requires \$110,000 for gatehouse renovations and \$80,000 for equipment.

NOW THEREFORE IT BE RESOLVED, on September 4, 2018, the GRF Board of Directors authorizes Gate 10 to be added to the current scope of work for the gatehouse renovation project;

RESOLVED FURTHER, the Board authorizes a supplemental appropriation in the amount of \$110,000 from the Facilities Fund for Gate 10 Renovation and \$80,000 from the Equipment Fund for Gate Access System Technology, for a total of \$190,000; and

RESOLVED FURTHER, that the officers and agents of the Corporation are hereby authorized on behalf of the Golden Rain Foundation to carry out this Resolution effective immediately.

Director Milliman made a motion to approve the Supplemental Appropriation for the Gate 10 Gate Renovation & Civil Work Project. Director Moldow seconded the motion.

Discussion ensued among the Directors.

President Sirkel called for a vote and the motion passed by unanimous consent.

- (c) Discuss and Consider Revisions to Trust Facility Fee Policy and Promissory Note (**September initial notification - must postpone to November to conform to the 30-day notification requirement**)

Director Milliman, Secretary of the Board, read the following:

RESOLUTION 90-18-XX

Trust Facilities Fee Policy

WHEREAS, as Trustee of the Golden Rain Foundation Trust, the Board of Directors of the Golden Rain Foundation is required to maintain and improve the recreational and other amenities available to all residents of Laguna Woods Village; and

WHEREAS, the Board of Directors finds that reinstatement of the capital contribution to the Trust originally required to be made for each manor sold will ensure the continuation of the amenities that make Laguna Woods Village unique;

NOW THEREFORE BE IT RESOLVED, November 6, 2018, that as Trustee of the Golden Rain Foundation Trust, a declaration of Trust recorded March 6, 1964, the Board will impose a fee, to be known as the "Trust Facilities Fee," in accordance with all terms and conditions contained in this policy statement and in California Civil Code §4580 (as amended by Senate Bill 1128, Stats 2010 Chapter 322, §2, effective January 1, 2011), on all transactions involving the purchase of a separate interest in any of the Trustors' common interest developments (United Laguna Woods Mutual, Third Laguna Hills Mutual and Mutual Fifty, each of which is hereinafter referred to as a "Trustor") within the City of Laguna Woods, as an obligation of the purchaser(s); ***effective January 1, 2019. For purposes of determining the Effective Date, purchase contracts entered prior to January 1, 2019, in which escrow opens before January 1, 2019, and closes on or before March 31, 2019, are deemed transactions occurring prior to the Effective Date:*** and

RESOLVED FURTHER, the Trust Facilities Fee will be a fixed amount, as provided herein and as determined from time to time by the Trustee of the Golden Rain Foundation Trust. The entirety of each such fee, when and as paid by the purchaser(s), shall be deposited into the Trust Facilities Fee Fund and shall be applicable to all such transactions, excluding the following transfers of a separate interest:

1. Where ownership of a separate interest is joined between a current beneficiary of a Trustor and a non-beneficiary spouse, domestic partner or other relative of such beneficiary;
2. Where ownership of a separate interest is transferred to a non-beneficiary of a Trustor by gift or through inheritance from a beneficiary of a Trustor;
3. Where ownership of a separate interest is transferred by a beneficiary of a Trustor to the current qualifying resident (as defined in the Bylaws of each Trustor) of the separate interest, where the transferor has never been a qualifying resident and has previously paid a Trust Facilities Fee; or
4. Where ownership of a separate interest is being transferred to a trust whose settlor or principal beneficiary is the transferor, or to another trust for estate planning purposes.

RESOLVED FURTHER, effective with escrows opened, or purchase contracts signed, on or after January 1, 2018, the Trust Facilities Fee shall be set at \$5,000 for units with a sales price of \$75,000 or higher and \$2,500 for units that sell below \$75,000, until modified by the Trustee; and

RESOLVED FURTHER, in accordance with California Civil Code §4580 each new purchase of a separate interest in any of the Trustors' common interest developments within the City of Laguna Woods to which this Trust Facilities Fee applies (i.e., all new purchases other than a transfer qualifying for any of the exclusions set forth in subparagraphs 1-4 above), shall in compliance with California Civil Code §4580 have the option to either:

- (i) pay the fee in its entirety at the time of transfer; or
- (ii) pay the fee amount pursuant to an installment payment plan for a period of seven years.

If the purchaser elects to pay the fee in installment payments under the second of the above statutorily permitted options, then the Trustee may also collect additional amounts not to exceed the actual costs for billing and financing on the amount owed (as set forth below, and in compliance with the Davis-Stirling Act, as the same may be amended from time to time), and if the purchaser sells their separate interest prior to the end of the installment payment plan period, he or she shall pay the remaining balance of the fee owed to the Trustee prior to transfer. A fee of \$10 will be imposed for any late payments.

The Golden Rain Foundation Board shall assess a one-time non-refundable origination fee of \$300 for the preparation of the promissory note and related records. The Golden Rain Foundation Board shall also assess interest not to exceed the maximum rate allowed by law. The Payor(s) of the note may prepay the note in whole prior to maturity date without penalty and may receive, at the request of the Payor(s), evidence of debt fulfillment. Payments received in excess of monthly note installment shall be applied to future Note installments and not a direct reduction of principal. The monthly payment of the Trust Facilities Fee, the origination fee and interest shall be due on the 1st day of each month; and

RESOLVED FURTHER, Resolution 90-17-35, adopted November 7, 2017, is hereby superseded and cancelled; and

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

Should the Board endorse the proposed revisions, Staff recommends that a motion be made and seconded to accept the resolution and allow discussion to ensure that the resolution reads to the satisfaction of the Board. Staff then recommends that a Board Member postpones the resolution to the next available Board Meeting no less than 30-days from the postponement to comply with Civil Code §4360.

Director Milliman made a motion to accept the resolution for discussion purposes and postpone the final vote for 30 days pursuant to Civil Code §4360.

Director Perak seconded the motion.

Discussion ensued among the Directors.

Director Moldow moved to amend the motion to increase the late fee from \$10 to \$35. Director Sabol Soule seconded the motion and it passed by a vote of 9-0-2 (Director Phelps and Director Milliman abstained).

President Sirkel called for a vote on the motion as amended and the motion passed by unanimous consent.

(d) Entertain a Motion to Approve the 2019 GRF Business Plan

Director Milliman, Secretary of the Board, read the following:

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
2019 BUSINESS PLAN RESOLUTION**

RESOLUTION 90-18-41

RESOLVED, September 4, 2018, that the Business Plan of this Corporation for the year 2019 is hereby adopted and approved; and

RESOLVED FURTHER, that pursuant to said Business Plan, the Board of Directors of this Corporation hereby estimates that the sum of \$37,386,217 will be required by the Corporation to meet its annual expenses of operation, from which will be deducted \$9,291,861 in various sources of non-assessment revenue. Additionally, \$2,903,808 is planned for reserve contributions. The Board of Directors hereby estimates that the net sum of \$30,998,164 will be required to be paid by the Corporation members in accordance with the terms of that certain Trust Agreement dated March 2, 1964, as amended, and the bylaws of the Corporation; and

RESOLVED FURTHER, that this Corporation shall charge each member the sum of \$202.83 per month per membership of said Corporation, for its share of the aforesaid net expenses and reserve contributions for the year 2019; 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.

Director Milliman made a motion to approve the 2019 Business Plan Resolution. Director Moldow seconded the motion and it passed by unanimous consent.

(e) Entertain a Motion to Approve the 2019 GRF Reserves Funding Plan

Director Milliman, Secretary of the Board, read the following:

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
2019 RESERVES FUNDING PLAN RESOLUTION**

RESOLUTION 90-18-42

WHEREAS, Civil Code § 5570 requires specific reserve funding disclosure statements for associations; and

WHEREAS, planned assessments or other contributions to replacement reserves must be projected to ensure balances will be sufficient at the end of each year to meet the association's obligations for repair and/or replacement of major components during the next 30 years;

NOW THEREFORE BE IT RESOLVED, September 4, 2018, that the Board has developed and hereby adopts the Replacement Reserves 30-Year Funding Plan (attached) with the objective of maintaining replacement reserve balances at or above a threshold of \$7,000,000 while meeting its obligations to repair and/or replace major components; 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.

Director Milliman made a motion to approve the 2019 Reserves Funding Plan Resolution. Director Phelps seconded the motion and it passed by unanimous consent.

- (f) Entertain a Motion to Approve the 2019 GRF Capital Plan

Director Milliman, Secretary of the Board, read the following:

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
2019 CAPITAL PLAN RESOLUTION**

RESOLUTION 90-18-43

RESOLVED, September 4, 2018, that the Capital Reserve Expenditures Plan of this Corporation for the year 2019 is hereby adopted and approved; and

RESOLVED FURTHER, that pursuant to said Plan, the sum of \$8,897,450 is hereby authorized to be expended in 2019 for the purposes provided therein, of which \$3,371,050 is designated from the Equipment Fund and \$5,526,400 from the Facilities Fund; and

RESOLVED FURTHER, that the Board of Directors of this Corporation hereby authorizes the transfer of \$6,000,000 from monies set aside in the Trust Facilities Fee Fund to offset planned expenditures from reserves, as projected in the 30-year

funding plan; 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.

Director Milliman made a motion to approve the 2019 Capital Plan Resolution. Director Moldow seconded the motion and it passed by unanimous consent.

- (g) Entertain a Motion to Approve the Commercial Vehicle Storage Fee for RV Lot (**September initial notification - must postpone to November to conform to the 30-day notification requirement**)

Director Milliman, Secretary of the Board, read the following:

RESOLUTION 90-18-XX

Commercial Vehicle in RV Lots

WHEREAS, Golden Rain Foundation of Laguna Woods has administration control of Recreational Vehicles (RV) Lot A & B and these spaces have been rented to residents; and

WHEREAS, the Security and Community Access Committee has recognized the need to find parking for commercial vehicles; and

NOW THEREFORE BE IT RESOLVED, on September 4, 2018, the Board of Directors of this Corporation hereby allows open RV lot parking that are available can be utilized by resident commercial vehicles as space permits for \$640 per space per year; and

RESOLVED FURTHER, Residents will be given a 30-day notice if required to vacate their commercial vehicle space in order to accommodate a new resident's RV; and

RESOLVED FURTHER, Residents will be paid a pro-rata amount of their fee if vacancy is required;

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.

Director Milliman made a motion to accept the resolution for discussion purposes and postpone the final vote for 30 days pursuant to Civil Code §4360.

Director Sabol Soule seconded the motion.

Discussion ensued among the Directors.

President Sirkel called for a vote on the motion and the motion passed by unanimous consent.

- (h) Entertain a Motion to Recommend Fire Avert Pilot Program for Third Laguna Hills Mutual and United Laguna Woods Mutuals' Consideration

Director Sabol Soule made a motion to recommend a Fire Avert Pilot Program for Third Laguna Hills Mutual and United Laguna Woods Mutuals' Consideration. Director Gros seconded the motion and it passed by unanimous consent.

14. Committee Reports

- (a) Report of the Finance Committee/Financial Reports – Director Phelps. Black Rock – Merrill Lynch and Beecher Carlson presentations were given to the Finance Committee. Resales are lower than last year. Next meeting October 24, 2018, at 1:30 p.m. in the Board Room.
- (b) Report of the Community Activities Committee – Director Perak encouraged residents to check website for events or pick up publications from Community Center or Clubhouses. Next meeting September 13, 2018, at 2:00 p.m. in the Board Room.
- (c) Report of the Maintenance & Construction Committee – Director Matson. Motions passed on the following: sink at Pickle Ball – Paddle Tennis courts, replace and upgrade containers for pool chemicals, and sidewalk lease agreement with Willows Foundation. Next meeting October 10, 2018, at 9:30 a.m. in the Board Room.
 - Report of the Performing Arts Center (PAC) Renovation Ad Hoc Committee - Director Perak stated additional information from architects to be received this month. Next meeting TBA
 - Report of Village Energy Task Force – Director Moldow noted the Energy Task Force adopted their Charter. Next meeting September 12, 2018, at 12:30 in the Willow Room.
- (d) Report of the Media & Communications Committee – Director Milliman gave an overview of presentations from Chuck Holland and Eileen Paulin and encouraged residents to renew their emails to receive important information. Next meeting September 17, 2018, at 1:30 p.m. in the Board Room.
- (e) Report of the Mobility & Vehicles Committee – Director Troutman provided a brief summary of the Special Open Meeting on August 31, 2018. Next meeting October 3, 2018, at 1:30 p.m. in the Board Room.

- (f) Report of the Security & Community Access Committee – Director Sabol Soule provided updates on the following topics: size of dogs in Community, Gate access program, RV Lot repairs, commendation for Richmond Gomez, bicycle theft, and traffic violations. Next meeting October 22, 2018, at 1:30 p.m. in the Board Room
- Report of the Traffic Hearings and Golf Cart Security Update – Director Gros shared a report regarding the Village “See something, Say something” and reported 11 violations at this month’s hearings. Next meeting September 19, 2018, 9:00 a.m. in the Board Room & 1:00 p.m. in the Cypress Room.
 - Report of the Disaster Preparedness Task Force- Director Troutman gave an update on the Good Neighbor Captain’s BBQ held on August 31, 2018. Next meeting September 25, 2018, 9:30 a.m. in the Cypress Room.

15. Future Agenda Items

None

16. Director’s Comments

- Director Matson regrets President Sirkel leaving and offered blessings to him;
- Director Juhan gave kudos to Director Milliman and Director Troutman for jobs well done, and thinks President Sirkel has been a divine president;
- Director Troutman offered transportation assistance to residents who have medical appointments;
- Director Phelps commented that she will be sad to see President Sirkel go, appreciates your service, and city of Laguna Woods is fundraising for a new dog park;
- Director Gros stated President has done a great job as President and provided contact information for the Laguna Canyon Foundation;
- Director Perak thanked President Sirkel for his leadership, experience, and ability to bring the Board together to work as a team;
- Director Sabol Soule expressed appreciation for President Sirkel’s leadership and said he will be missed;

- Director Moldow stated President Sirkel is a perfect example of a great President and hopes the new chair will take note;
 - Director Milliman thanked President Sirkel for his leadership and wished him the best;
 - President Sirkel thanked all the Board members for his time serving with them and commented he considered it an honor.
17. **Recess** - *At this time the Meeting recessed for lunch to reconvene to Executive Session to discuss the following matters per California Civil Code §4935.*

The Board recessed to Closed Session at 12:41 p.m.

Closed Executive Session Agenda

Approval of Agenda

Approval of Minutes

(a) August 7, 2018 – Closed Executive Session
Discuss and Consider Member Disciplinary Matters
Discuss and Consider Personnel Matters
Discuss and Consider Contractual Matters
Discuss and Consider Litigation Matters
Discuss Litigation Report Summary
Adjournment

Adjourn

The meeting was adjourned at 3:15 p.m.


Joan Milliman, Secretary of the Board
Golden Rain Foundation