

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

**September 6, 2016**

The Regular Meeting of the Golden Rain Foundation of Laguna Woods Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, September 6, 2016, at 9:30 A.M., at 24351 El Toro Road, Laguna Woods, California.

Directors Present: John Parker, John Luebbe, Beth Perak, Judith Troutman, Mary Stone, John Beckett, Kathryn Freshley, Joan Milliman, Richard Palmer, Tom Sirkel

Directors Absent: JoAnn diLorenzo

Staff Present: Open Session: Brad Hudson, Lori Moss, Catherine Laster,  
Executive Session: Brad Hudson, Lori Moss, Catherine Laster,  
Jacob Huanosto

Others Present: Fred Whitney and Robert Hartley of Neuland Whitney & Michael, Corporate Counsel

**CALL TO ORDER**

President John Parker served as Chair of the meeting and stated that it was a regular meeting held pursuant to notice duly given and that a quorum was present. The meeting was called to order at 9:30 AM.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

Director Mary Stone led the membership in the Pledge of Allegiance to the Flag.

**ACKNOWLEDGEMENT OF MEDIA**

A representative of the Laguna Woods Globe and the Channel 6 Camera Crew, by way of remote cameras, were acknowledged as present.

**APPROVAL OF AGENDA**

Director Sirkel moved to approve the agenda as written. Director Palmer seconded the motion. By a vote of 9-0-0 the motion carried.

**APPROVAL OF THE MINUTES**

Without objection, the Special Open Session Meeting minutes of August 19, 2016, was approved with scriveners errors noted on page 5c 2 of 3.

Without objection, the following Open session meeting minutes were approved as written:

- (a) August 2, 2016 - Regular Open Session Meeting
- (b) July 28, 2016 - Special Open Session Meeting
- (c) July 25, 2016 – Special Open Session Board Meeting/2017 Business Plan Version 1

- (d) August 10, 2016 – Special Open Session Board Meeting/2017 Business Plan  
Version 2

### **CHAIR'S REPORT**

Chair John Parker welcomed the new GRF Director Tom Sirkel to the Board. Director Sirkel was appointed to the open seat vacated by Mike Comer. Chair Parker notified the audience that Representatives from Southern California Edison (SCE) would be presenting information regarding the community's blackouts, so the meeting would be placed on hold upon their arrival, at approximately 11:00 AM.

### **Update from VMS – Director Lucy Shimon**

Ms. Lucy Shimon, Director, Village Management Services, Inc. (VMS) advised the Board about the Globe's new office within the community center. Director Shimon provided an update regarding the remodel of Gate 2 and the landscape at Gate 3. She explained the progress on the upcoming new website, briefly spoke about the new cable boxes on order and the plans for TV6. Director Shimon also reported on the RFID schedule, the Call Center, Code Red and the new task force working on membership and occupancy policies.

### **CEO REPORT**

Mr. Bradley Hudson, CEO/General Manager, introduced the new Recreation and Special Events Director, Brian Gruner. Mr. Hudson explained how the merged Call Center staff now handles Cable, Community Access and Property Services calls. Mr. Hudson also provided the status on the Fitness Center and Gate 5 construction and spoke about the RFID project which will begin on September 19, 2016.

### **OPEN FORUM**

- Katherine Baum (3276-A) commented on uniting the Boards and gave thoughts on the candidate brochures.
- Mike Landry (693-B) Spoke on Security at the Campo Verde RV lot.
- Franklin Smith (5369-3D) commented on the Town Hall meeting.
- Pamela Grundke (2214-B) commented on Security, sidewalk lights, issues in laundry rooms and Real Estate Agent training.
- Juanita Skillman (2154-N) commented on the Gate Access Town Hall taking place on Thursday, September 8, 2016.
- Maxine McIntosh (68-C) commented about clarity of an open forum.
- Mary Wall (239-D) Thanked CEO/GM Brad Hudson for viewing her landscape; commented about the condition of pool showers and the driving range.
- Darlene Bacus (4023-A) questioned VMS Inc. filing with the Secretary of State.
- Fred Sherman (3161-A) commented about the candidate brochures he received and clubs.

GRF Directors Kathryn Freshley and Mary Stone, briefly responded to Members' Comments.

### **CONSENT CALENDAR**

Without objection, the Board approved item (a) under the Consent Calendar and moved items (b) and (c) to under Reports and the Board took the following action:

### **Community Activities Committee**

(a) Approved that four annual resident sales, sponsored by GRF, be open to the public in order to increase attendance; and direct staff to coordinate off-site parking for guests with bus service to the event.

***Without objection the Board agreed to move the request from the Women's 18 Hole Golf Club as a discussion item during the Community Activities Committee report.***

(b) Approve the request from the Women's 18 Hole Golf Club for an exception to the rollover policy for their New/Old Board Luncheon in the Elm Room on the Friday after the third Tuesday in November from 9:30 A.M. to 1:30 P.M. and for their Holiday Luncheon in Clubhouse Five Main Lounge on the first Wednesday in December from 10:00 A.M. to 3:00 P.M for 2017 only.

### **Media and Communications**

Without objection the Board agreed to move the approval of the Mission, Vision, Values Statement and Tagline as a discussion item during the Media and Communications report.

(c) Approve Mission, Vision, Values Statements and Tagline

### **Presentation by Southern California Edison**

Adrian Garcia, Region Manager, for Southern California Edison (SCE) and his staff gave a brief presentation on Edison's procedures. They commented on the types of outages that will occur in the community, how restoration times are determined and when/how notice of an outage is communicated. The representatives provided the following tips:

- Who do I call? Important phone number for emergency service is 1-800-611-1911.
- What about my food in the refrigerator? 8 hours is the approximate time food will be safe in the fridge (if the door remains closed). The more items in the fridge will help to improve its energy efficiency.
- Why are outages happening so much all of a sudden? Infrastructure replacement projects are underway.
- How does Edison notify people of planned outages? Residents can sign up for automated notification/ voice message notification with SCE.

### **COMMITTEE REPORTS**

Director Mary Stone reported from the Finance Committee and presented a financial update.

Secretary of the Board, Director Judith Troutman, read a resolution approving the 2017 GRF Business Plan. Director Troutman moved to approve the resolution. Director Stone seconded the motion. Discussion ensued.

By a vote of 7-1-1(Director Beckett opposed; Director Perak was absent for the vote) the motion carried and the Board approved the following resolution:

**RESOLUTION 90-16-37**

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
2017 BUSINESS PLAN RESOLUTION**

**RESOLVED**, September 6, 2016, that the Business Plan of this Corporation for the year 2017 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 \$35,385,699 will be required by the Corporation to meet its annual expenses of operation, from which will be deducted \$7,661,694 in various sources of revenue and \$1,800,000 derived from prior years' surplus. Additionally, \$3,667,968 is planned for reserve contributions. The Board of Directors hereby estimates that the net sum of \$29,591,973 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 corporate member the sum of \$193.61 per month per membership of said Corporation, for its share of the aforesaid net expenses and reserve contributions for the year 2017; 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.

Secretary of the Board, Director Judith Troutman, read a resolution approving the 2017 GRF Capital Plan. Director Troutman moved to approve the resolution. Director Stone seconded the motion. Discussion ensued.

By a vote of 7-2-0 (Directors Beckett and Sirkel opposed) the motion carried and the Board approved the following resolution:

**RESOLUTION 90-16-38**

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
2017 CAPITAL PLAN RESOLUTION**

**RESOLVED**, September 6, 2016, that the Capital Reserve Expenditures Plan of this Corporation for the year 2017 is hereby adopted and approved; and

**RESOLVED FURTHER**, that pursuant to said Plan, the sum of \$6,715,378 is hereby authorized to be expended in 2017 for the purposes provided therein, of which \$2,463,000 is designated from the Equipment Fund and \$4,252,378 from the Facilities Fund; 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.

Secretary of the Board, Director Judith Troutman, read a resolution approving the 2017 GRF Reserves Funding Plan. Director Troutman moved to approve the resolution. Director Sirkel seconded the motion. Discussion ensued.

By a vote of 8-1-0 (Director Beckett opposed) the motion carried and the Board approved the following resolution:

**RESOLUTION 90-16-39**

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
2017 RESERVES FUNDING PLAN RESOLUTION**

**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 6, 2016, 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 \$6,600,000 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.

Treasurer of the Board, Director Mary Stone, read a resolution approving revisions to the Finance Committee Charter. Director Stone moved to approve the resolution. Director Troutman seconded the motion. Discussion ensued. Director Milliman moved to approve the resolution by adding the actual resolution number to item 1. Director Luebbe seconded the motion.

By a vote of 8-0-1(Director Beckett abstained) the motion carried and the Board approved the following resolution with the addition of the resolution number G-89-95 for item 1:

**RESOLUTION 90-16-40**

**FINANCE COMMITTEE CHARTER**

**WHEREAS**, a Finance Committee has been established pursuant to Article 7, Section 7.1.1 of the bylaws of the Corporation;

**NOW THEREFORE BE IT RESOLVED**, September 6, 2016, the Board of Directors of this corporation hereby assigns the duties and responsibilities of this Committee, as follows:

1. Perform the duties imposed upon all standing committees as set forth in the resolution G-89-95 entitled, "General Duties of Standing Committees."
2. Serve as liaison between the GRF Board and the Financial Services Division.
3. Review monthly financial statements and other reports affecting the financial status of this corporation and review performance in relation to the annual operating budget.
4. Review the capital requirements, service levels and projected revenues related to the Financial Services Division operations and recommend appropriate action to the GRF Business Planning Committee.
5. Review the proposed GRF Business Plan, as presented by the GRF Business Planning Committee, and recommend to the GRF Board action regarding same, including the amount of the assessment required to meet the following year's operating budget and reserves.
6. Regularly review, in cooperation with the Financial Services Director, all insurance and risk management programs for the Laguna Woods Village Community, including GRF, the GRF Trust and the mutual housing corporations, and recommend to the Boards of the several corporations the actions to be taken to maintain adequate protection and coverage.
7. Review the investment of funds of GRF and the GRF Trust to determine that standards set by the GRF Board are being complied with, and recommend to the GRF Board changes in such investment standards and procedures as may be deemed advisable.
8. Direct the preparation of Requests for Proposal for the annual audits of the financial statements of the Laguna Woods Village Corporations and recommend firm(s) to be engaged.
9. Review reports and recommendations from the auditors and recommend to the Board any appropriate action in connection therewith.
10. Examine the need for one or more review(s) of the Managing Agent's organizational entities at least once each year. If a need for review(s) is perceived and determined to be feasible, recommend such to the Board. Direct the preparation and submittal of RFPs and subsequent contracts for reviews. Serve as liaison between review consultants and the Board, and make recommendations to the Board based on consultant's findings.
11. Review any unplanned expenditures proposed by other committees to determine the impact on and adequacy of related reserves, and recommend appropriate action to the GRF Board.

12. Review financial policies and recommend appropriate action to the Board, as needed.

**RESOLVED FURTHER**, that the committee shall perform such other tasks as are assigned by the GRF President or the Board; and

**RESOLVED FURTHER**, that Resolution 90-13-110, adopted December 3, 2013 is hereby superseded and canceled.

Secretary of the Board, Director Judith Troutman, read a resolution approving revisions to the Obsolete Equipment Policy. Director Troutman moved to approve the resolution. Director Sirkel seconded the motion. Discussion ensued.

By a vote of 9-0-0 the motion carried and the Board approved the following resolution:

**RESOLUTION 90-16-41**

**OBSOLETE EQUIPMENT POLICY**

**WHEREAS**, in the normal course of business the Golden Rain Foundation (GRF) replaces items of equipment that have reached the end of their economic lives, have become expensive or impossible to maintain or have otherwise become obsolete; and

**WHEREAS**, GRF determines through its capital planning process or via supplemental appropriation which items of capital equipment are to be replaced; and

**WHEREAS**, unless otherwise expressly authorized by the Board of Directors of this Corporation, all items shall be disposed of; and

**WHEREAS**, GRF desires to optimize the proceeds from the disposal of such equipment;

**NOW THEREFORE BE IT RESOLVED**, September 6, 2016 that all GRF equipment to be disposed of will be sold using a variety of selling methods, with a minimum 30-day notice prior to sale, including off-site auctioneer, on-site auctioneer, on-site sales, sealed bid process, and online classified advertisements to provide the maximum net proceeds as determined by the Purchasing & Supply Manager; and

**RESOLVED FURTHER**, that parts can be removed from certain obsolete vehicles and equipment if those parts are difficult to procure or the value of keeping the parts is more than the estimated sale of the obsolete equipment; and

**RESOLVED FURTHER**, that all items will be publicized at no additional cost to the community in available media, such as on TV6, in the community newspaper, and on the community website, and

**RESOLVED FURTHER**, that the Purchasing & Supply Manager will inform equipment dealers and others who may be interested in purchasing any of the obsolete equipment; and

**RESOLVED FURTHER**, that any notice will include a place and times for inspection of the equipment and a date or deadline for bidding; and

**RESOLVED FURTHER**, that a minimum acceptable bid amount will be set on all equipment to be disposed of that has an estimated value of \$1,000 or more, as determined by the manager of the user department in conjunction with the Purchasing & Supply Manager; and

**RESOLVED FURTHER**, vehicles to be disposed of shall be noticed to the residents for a sealed bid auction with a minimum reserve; if the minimum reserve is not met at the sealed bid auction the vehicle will be sent to public auction; and

**RESOLVED FURTHER**, that when using the sealed bid process, all bids will be opened by the Purchasing & Supply Manager, and the highest bid will be accepted; and

**RESOLVED FURTHER**, that all such sales will be for cash and will be consummated, including removal of the obsolete equipment from GRF premises, within two weeks of acceptance of bid, and

**RESOLVED FURTHER**, that any equipment that is deemed to pose a significant threat to the safety of a purchaser or user, or would cost more money to sell than the estimated value of the item, or remains unsold after all reasonable efforts are made, will be disposed of in the proper waste receptacle and in compliance with applicable laws and ordinances after notification to the GRF Treasurer; and

**RESOLVED FURTHER**, that any individual participating in the decision to dispose of an obsolete item shall be precluded from purchasing that item; and

**RESOLVED FURTHER**, that Resolution 90-15-41 adopted August 4, 2015 is hereby superseded and cancelled; and

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

Director Beth Perak reported from the Community Activities Committee.

Director Stone made a motion to approve the request from the Women's 18 Hole Golf Club. Director Palmer seconded. Discussion ensued. Director Sirkel made a motion to remove

this item from the agenda. Director Stone seconded. Discussion ensued. The vote was unanimous to remove the following from the agenda:

(11b) Approve the request from the Women's 18 Hole Golf Club for an exception to the rollover policy for their New/Old Board Luncheon in the Elm Room on the Friday after the third Tuesday in November from 9:30 A.M. to 1:30 P.M. and for their Holiday Luncheon in Clubhouse Five Main Lounge on the first Wednesday in December from 10:00 A.M. to 3:00 P.M. for 2017 only.

Secretary of the Board, Director Judith Troutman, read a resolution approving a Recreation Facility Rental Application and Event Inspection Report. Director Troutman moved to approve the resolution. Director Sirkel seconded the motion. Discussion ensued.

By a vote of 8-0-1 (Director Beckett abstained) the motion carried and the Board approved the following resolution, including the reformation of the application form:

### **RESOLUTION 90-16-42**

#### **Recreation Division Policy – Recreation Facility Rental Application and Event Inspection Report**

**WHEREAS**, the Golden Rain Foundation has established a Recreation Division Policy to streamline and reduce confusion regarding use of its facilities by residents; and

**WHEREAS**, the Golden Rain Foundation Board of Directors recognizes the need to adopt a Facility Rental Application and Event Inspection Report;

**NOW THEREFORE BE IT RESOLVED**, September 6, 2016, that the Board of Directors of this Corporation hereby adopts a Recreation Facility Rental Application and Event Inspection Report as an addition to the Recreation Division Policy; and

**RESOLVED FURTHER**, that Resolution 90-16-16 adopted April 5, 2016 is hereby superseded and cancelled to the extent that it differs from the current policy; and

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

Director Beth Perak and Joan Milliman reported from the Media and Communications Committee.

Director Milliman read the Mission and Vision statement (item 11C). Director Stone made a motion to approve the Mission, Vision, Values Statements and Tagline by adding the word "that" after the word ensure in the Mission statement, first paragraph. Director Sirkel seconded the motion. The board unanimously approved the following:

## **MISSION**

Our Mission is to ensure *that* Laguna Woods Village residents receive unparalleled opportunities to enjoy the utmost in active living.

## **VISION**

Our Vision is to lead our community with innovative ideas and services developed for the growing, active 55+ community. We are dedicated to improving and enhancing all that we offer to enrich our residents' lives.

## **CORE VALUES**

Our Core Values include mutual respect, safety, integrity, and friendliness shared within our diverse community.

## **TAGLINE**

**Where New Adventures Begin**

Director John Luebbe reported from the Energy Committee.

Chair John Parker reported from the Landscape Committee.

The Board discussed the proposed Laguna Woods Village Garden Center Standards.

Director Troutman moved to postpone the approval of the Laguna Woods Village Garden Center Standards (as attached) to the November Board meeting to comply with Civil Code. Director Luebbe seconded the motion.

By a vote of 8-0-1 (Director Freshley was not present for the vote) motion carried and approval of the standards were postponed to the November meeting to comply with Civil Code §4360.

Director John Beckett reported from the AED Task Force. Director Sirkel moved to disband the AED Task Force. Director Troutman seconded. By way of consensus the motion carried.

Chair John Parker reported from the Maintenance and Construction Committee.

Director Judith Troutman reported from the Clubhouse 2 Renovation Ad Hoc Committee.

Director John Luebbe reported from the Security and Community Access Committee.

The Board discussed requiring proof of a valid driver's license during the RFID (Radio Frequency Identification Decal) Rollout Program.

Without objection the Board approved requiring proof of a valid driver's license during the RFID (Radio Frequency Identification Decal) Rollout Program.

President Beth Perak reported from the Mobility and Vehicles Committee.

Ernesto Munoz, General Services Director, gave a Transit update and explained a five step work improvement plan to the Board.

Directors Judith Troutman and Mary Stone provided a special report from the Contracts and Procedures Task Force.

### **UNFINISHED BUSINESS**

Secretary of the Board, Director Judith Troutman, read a resolution adopting the revisions to the Recreation Division Policy – Equestrian Center/Stables, which was postponed in August to satisfy Civil Code §4360. Director Troutman moved to approve the resolution. Director Sirkel seconded the motion. Discussion ensued.

By a vote of 9-0-0 the motion carried and the Board approved the following resolution:

#### **RESOLUTION 90-16-43**

##### **Recreation Division Policy – Equestrian Center**

**WHEREAS**, the Golden Rain Foundation has established a Recreation Division Policy to streamline and reduce confusion regarding use of its facilities by residents; and

**WHEREAS**, the Golden Rain Foundation Board of Directors recognizes the need to update the Equestrian Center/Stables portion of the Recreation Division Policy;

**NOW THEREFORE BE IT RESOLVED**, September 6, 2016, that the Board of Directors of this Corporation hereby adopts the revisions to the Recreation Division Policy – Equestrian Center/Stables; and

**RESOLVED FURTHER**, that Resolution 90-16-16 adopted April 5, 2016 is hereby superseded and cancelled to the extent that it differs from the current policy; and

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

### **NEW BUSINESS**

Secretary of the Board, Director Judith Troutman, read a resolution approving revisions to the Committee appointments. Director Troutman moved to approve the resolution. Director Stone seconded the motion. Discussion ensued.

By a vote of 9-0-0 the motion carried and the Board approved the following resolution:

#### **RESOLUTION 90-16-44**

##### **GRF Committee Appointments**

**RESOLVED** September 6, 2016 that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

**Business Planning**

John Parker (GRF)  
Mary Stone (GRF)  
JoAnn diLorenzo (GRF)  
Jim Matson (Third)  
Wei-Ming Tao (Third)  
Pat English (United)  
Lenny Ross (United)  
Henry Nahoum (M50)

**Clubhouse 2 Renovation Ad Hoc Committee**

Judith Troutman, Chair (GRF)  
John Parker, Vice Chair (GRF)  
Dick Palmer (GRF)  
Bert Moldow (Third)  
Bill Walsh (Third)  
Jack Bassler (United)  
Pat English (United)  
Ryna Rothberg (Mutual 50)  
Non-Voting Advisors: TBD

**Community Activities**

Beth Perak Chair (GRF)  
Joan Milliman (GRF)  
JoAnn diLorenzo, Vice Chair (GRF)  
Burt Baum (Third)  
Rosemarie diLorenzo Dickins (Third)  
Jan LaBarge (United)  
**TBD (United)**  
John Dalis (Mutual 50)  
Non-Voting Advisors: Leon StHilaire, Gail Gomez

**Energy Committee**

John Luebbe, Chair (GRF)  
Dick Palmer Vice Chair, (GRF)  
Kathryn Freshley (GRF)  
Bert Moldow (Third)  
Bill Walsh (Third)  
Eva Lydick (United)  
Jack Bassler (United)  
John Dalis (Mutual 50)  
Non-Voting Advisors:

**Finance**

Mary Stone, Chair (GRF)  
JoAnn diLorenzo, Vice Chair (GRF)  
John Parker (GRF)  
Rosemarie diLorenzo Dickins (Third)  
Wei-Ming Tao (Third)  
Pat English (United)  
Lenny Ross (United)  
Henry Nahoum (50)  
Non-Voting Advisor: TBD

**Landscape**

John Parker, Chair (GRF)  
JoAnn diLorenzo, Vice Chair (GRF)  
Joan Milliman (GRF)  
James Tung (Third)  
Bunny Carpenter (Third)  
Juanita Skillman (United)  
Eva Lydick (United)  
Sy Wellikson (Mutual 50)  
Non-Voting Advisors: Pam Grundke, Elizabeth Morris

**Maintenance & Construction**

John Parker, Chair (GRF)  
John Luebbe, Vice Chair (GRF)  
Judith Troutman (GRF)  
John Frankel (Third)  
Bert Moldow (Third)  
Jack Bassler (United)  
Don Tibbetts (United)  
Ryna Rothberg (Mutual 50)  
Non-Voting Advisors: Joe Camera

**Media and Communications**

JoAnn diLorenzo, Chair (GRF)  
Beth Perak, Vice Chair (GRF)  
Joan Milliman (GRF)  
Rosemarie diLorenzo Dickins (Third)  
Bill Walsh (Third)  
Jan LaBarge (United)  
Juanita Skillman (United)  
Sy Wellikson (Mutual 50)  
Non-Voting Advisors: Steve Carman, John Perak, Scott Marvel

**Mobility & Vehicles**

Beth Perak, Chair (GRF)  
Joan Milliman, Vice Chair (GRF)  
Mary Stone (GRF)  
David Finley (Third)

Ray Gros (Third)  
Ming Lee Chang (United)  
Eva Lydick (United)  
John Dalis (Mutual 50)  
Non-Voting Advisors:

**Security and Community Access**

John Luebbe, Chair (GRF)  
~~Beth Perak, Vice Chair (GRF)~~  
**Tom Sirkel, Vice Chair (GRF)**  
Kathryn Freshley (GRF)  
Ray Gros (Third)  
Burt Baum (Third)  
Ming Lee Chang (United)  
TBD (United)  
Lou Parker on behalf of (Mutual 50) – non-voting representative  
Non-Voting Advisors: Dick Rader

**Laguna Woods Village Traffic Hearings**

Kathryn Freshley (GRF)  
~~John Beckett (GRF) – Alternate~~  
Judith Troutman (GRF) - Alternate

**RESOLVED FURTHER**, that Resolution 90-16-34 adopted August 2, 2016, 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 the purpose of this resolution.

**FUTURE AGENDA ITEMS**

(a) Revision of Resolution G-89-95 General Duties of Standing Committees - Reviewing

**DIRECTORS' COMMENTS**

The Directors made their final comments.

**MEETING RECESS**

The Board recessed at 1:49 PM and reconvened into Executive Session at 2:39 PM.

**ADJOURNMENT**

There being no further business to come before the Board of Directors, the meeting adjourned at 5:25PM.

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Judith Troutman, Secretary  
Golden Rain Foundation

**Summary of Previous Closed Session Meetings per Civil Code Section §4935**

During its Regular Executive Session Meeting of August 2, 2016, the Board approved the Regular Executive Session meeting minutes of July 5, 2015 and the Special Executive Session meeting minutes of July 11, 2016 as written. The Board approved one (1) Hearing request; held one (1) Meet and Confer; discussed and considered revisions to SOCCCD Facilities Use Agreement with Counsel; discussed and considered Contractual matters; discussed Member matters; discussed and considered the Santa Maria matter; discussed Personnel matters with Mr. Hudson; discussed and considered Litigation matters; discussed GRF Policy Regulating the Use of Small Unmanned Aircraft Systems with Counsel; discussed and considered the Defibrillator Contract with Counsel; discussed the Probate Petition matter and

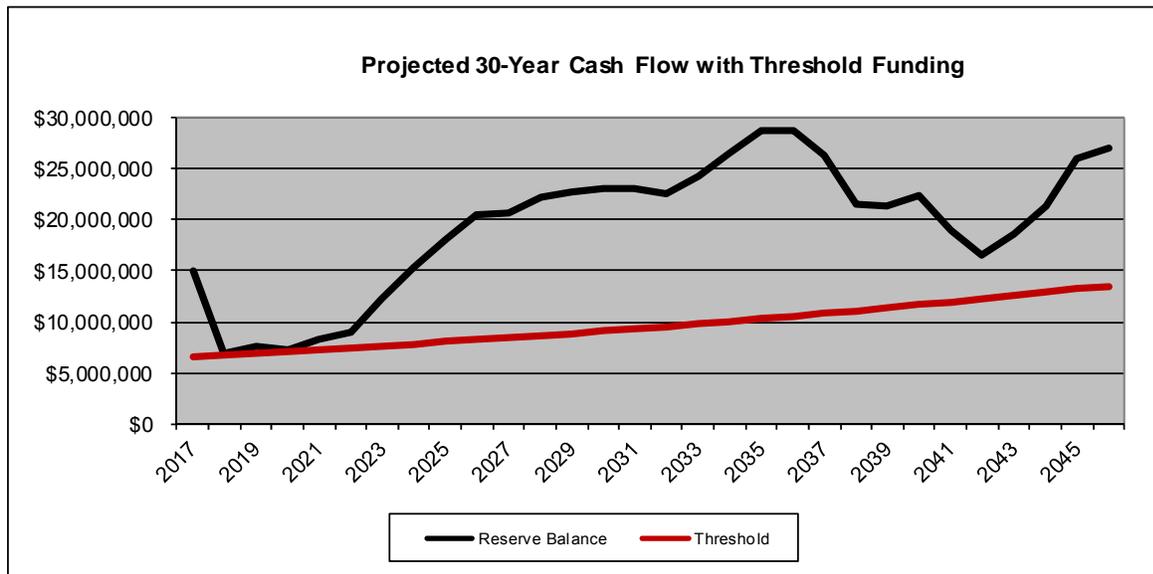
During the July 11, 2016 and the August 19, 2016 Special Executive Session meetings the Board discussed and considered litigation matters.

**GOLDEN RAIN FOUNDATION & TRUST  
2017 RESERVES PLAN  
Replacement Reserves 30-Year Funding Plan**

**Threshold (Min Balance): \$6,600,000**  
Indexed for inflation

Year	Assessment		Interest Earnings	Facilities Fee	Planned Expenditures <sup>1</sup>	Reserve Balance
	Per Manor Per Month	Total Contributions				
2016	\$ 20.00	\$ 3,056,640	\$ 313,434	\$ 2,252,500	\$ (16,910,092)	\$ 16,901,094
2017	\$ 23.00	\$ 3,515,136	\$ 222,073	\$ 2,252,500	\$ (7,845,178)	\$ 15,045,625
2018	\$ 26.00	\$ 3,973,632	\$ 190,786	\$ 2,252,500	\$ (14,513,287)	\$ 6,949,256
2019	\$ 29.00	\$ 4,432,128	\$ 126,770	\$ 2,252,500	\$ (6,095,092)	\$ 7,665,562
2020	\$ 32.00	\$ 4,890,624	\$ 129,912	\$ 2,252,500	\$ (7,627,128)	\$ 7,311,470
2021	\$ 35.00	\$ 5,349,120	\$ 135,811	\$ 2,252,500	\$ (6,703,323)	\$ 8,345,578
2022	\$ 35.00	\$ 5,349,120	\$ 150,749	\$ 2,252,500	\$ (7,064,350)	\$ 9,033,597
2023	\$ 35.00	\$ 5,349,120	\$ 184,772	\$ 2,252,500	\$ (4,551,963)	\$ 12,268,026
2024	\$ 35.00	\$ 5,349,120	\$ 239,967	\$ 2,252,500	\$ (4,712,830)	\$ 15,396,783
2025	\$ 35.00	\$ 5,349,120	\$ 290,933	\$ 2,252,500	\$ (5,145,721)	\$ 18,143,615
2026	\$ 35.00	\$ 5,349,120	\$ 335,408	\$ 2,252,500	\$ (5,556,461)	\$ 20,524,182
2027	\$ 35.00	\$ 5,349,120	\$ 357,710	\$ 2,252,500	\$ (7,768,833)	\$ 20,714,679
2028	\$ 35.00	\$ 5,349,120	\$ 372,799	\$ 2,252,500	\$ (6,425,405)	\$ 22,263,693
2029	\$ 35.00	\$ 5,349,120	\$ 390,855	\$ 2,252,500	\$ (7,459,829)	\$ 22,796,339
2030	\$ 35.00	\$ 5,349,120	\$ 397,781	\$ 2,252,500	\$ (7,733,600)	\$ 23,062,140
2031	\$ 35.00	\$ 5,349,120	\$ 400,567	\$ 2,252,500	\$ (7,946,835)	\$ 23,117,492
2032	\$ 35.00	\$ 5,349,120	\$ 395,610	\$ 2,252,500	\$ (8,624,068)	\$ 22,490,654
2033	\$ 35.00	\$ 5,349,120	\$ 406,158	\$ 2,252,500	\$ (6,164,889)	\$ 24,333,543
2034	\$ 35.00	\$ 5,349,120	\$ 441,525	\$ 2,252,500	\$ (5,808,741)	\$ 26,567,947
2035	\$ 35.00	\$ 5,349,120	\$ 479,642	\$ 2,252,500	\$ (5,921,286)	\$ 28,727,923
2036	\$ 35.00	\$ 5,349,120	\$ 497,958	\$ 2,252,500	\$ (8,147,936)	\$ 28,679,565
2037	\$ 35.00	\$ 5,349,120	\$ 477,400	\$ 2,252,500	\$ (10,400,713)	\$ 26,357,872
2038	\$ 35.00	\$ 5,349,120	\$ 415,510	\$ 2,252,500	\$ (12,830,487)	\$ 21,544,515
2039	\$ 35.00	\$ 5,349,120	\$ 372,061	\$ 2,252,500	\$ (8,169,407)	\$ 21,348,789
2040	\$ 35.00	\$ 5,349,120	\$ 378,835	\$ 2,252,500	\$ (7,003,765)	\$ 22,325,479
2041	\$ 35.00	\$ 5,349,120	\$ 357,432	\$ 2,252,500	\$ (11,403,165)	\$ 18,881,366
2042	\$ 35.00	\$ 5,349,120	\$ 307,950	\$ 2,252,500	\$ (10,170,070)	\$ 16,620,866
2043	\$ 35.00	\$ 5,349,120	\$ 305,069	\$ 2,252,500	\$ (5,978,289)	\$ 18,549,266
2044	\$ 35.00	\$ 5,349,120	\$ 345,974	\$ 2,252,500	\$ (5,160,223)	\$ 21,336,637
2045	\$ 35.00	\$ 5,349,120	\$ 409,861	\$ 2,252,500	\$ (3,433,672)	\$ 25,914,446
2046	\$ 35.00	\$ 5,349,120	\$ 459,138	\$ 2,252,500	\$ (6,957,617)	\$ 27,017,587

<sup>1</sup> Planned Expenditures include Capital Plan, supplemental appropriations, and carryover items from prior years.





**RECREATION DIVISION**  
Facility Application and Agreement

**This application must be submitted at time of booking; or at least two (2) weeks prior to event.** Return completed application to: Recreation Division, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4227, E-mail: reservations@vmsinc.org

<b>Applicant Information</b>			
Name: _____			
Organization: _____			
Address: _____			
Phone: _____		E-mail: _____	
<b>Reservation Information</b>			
Clubhouse: _____		Room: _____	
Date(s) (include rollovers): _____			
Day: <input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun			
<b>Type of Event:</b>			
Start Time (include Set Up): _____		End Time (include Clean Up): _____	
Time your Guests will Arrive: _____		Depart: _____	
Expected Number of Attendees: <input type="checkbox"/> Residents _____ <input type="checkbox"/> Non-Residents _____			
Is a 'Gate Clearance Form' required? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will any of the following be provided at your event (mark all that apply):			
<u>Food</u> <input type="checkbox"/> Catering <input type="checkbox"/> At No Cost <input type="checkbox"/> For Sale <input type="checkbox"/> Potluck <input type="checkbox"/> Not Applicable	<u>Alcohol</u> <input type="checkbox"/> At No Cost <input type="checkbox"/> For Sale <input type="checkbox"/> BYOB <input type="checkbox"/> Not Applicable	<u>Entry Fee</u> <input type="checkbox"/> No <input type="checkbox"/> Yes, \$ _____	<u>Kitchen Use</u> <input type="checkbox"/> Yes, \$25 or \$50 <input type="checkbox"/> Bring In Own Food <input type="checkbox"/> Have Food Dropped Off <input type="checkbox"/> Not Applicable
Sponsor(s): _____			
<b>Marketing</b>			
Indicate how you are Marketing your Event: <i>Unless more restrictively stated, all forms of publicity must say "for Laguna Woods Village residents and their limited guests only"</i>			
<input type="checkbox"/> Flyer <input type="checkbox"/> Social Media <input type="checkbox"/> Other _____			
<b>Agreement</b>			
The undersigned, both individually and/or on behalf of a club, certify that I/we have read the Recreation Division policy. I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the premises. I/we also understand that falsification of any information related to this application is subject to disciplinary action.			
Signature: _____		Date: _____	

**APPLICATIONS**

1. All new applications are accepted on a first-come, first-served basis and are only accepted from approved residents of Laguna Woods Village.
2. Applications are accepted on official forms provided by the Recreation Division.
3. Applications and other documents may be submitted as follows:
  - a. Scan and email to: [reservations@vmsinc.org](mailto:reservations@vmsinc.org)
  - b. Deliver in person to Recreation Division staff located on the 1<sup>st</sup> floor of the Laguna Woods Village Community Center, 24351 El Toro Road, Laguna Woods, CA 92637
  - c. Mail to Recreation Division, P.O. Box 2220, Laguna Hills, CA 92654
4. All fees must be paid within two weeks of application approval.
5. Applications and all required documentation is required at booking or least two (2) weeks prior to the requested reservation date. Applications are not considered approved until the applicant has received an approved permit from the Recreation Division. Requests received outside these timeframes may be granted if time allows.
6. GRF reserves the right to limit requests for ongoing bookings of premium rooms. See additional information in Section G, 2, a, Types of Reservations.
7. An applicant applying on behalf of club/organization must be an authorized agent of the club/organization.
8. Incomplete applications (including those missing the required backup materials) will not be accepted. The applicant is responsible for meeting the two (2) week deadline.
9. Reservation times requested on the application must include the entire time needed to prepare food, decorate, set-up before the event and to completely clean up after the event.
10. The applicant and/or resident designee must be present at the event and stay on site for the entire time.
11. GRF will not be held financially or legally responsible for consequences experienced by users due to circumstances beyond GRF's control, including, but not limited to: inclement weather, natural disasters, and naturally-occurring health hazards. In these circumstances, the event may be rescheduled (pending availability) or fees will be returned.
12. Rate changes and reservations are subject to cancelation.

Received By: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____				
Requirements: <input type="checkbox"/> Security <input type="checkbox"/> Bartender				
Rate: <input type="checkbox"/> Resident <input type="checkbox"/> Exception				
Item(s):	Received:	Returned:	Received By:	Signature:
Coffee Pots				
Microphones				
Punch Bowls				
Wine Carafes				

R O	<input type="checkbox"/> Compliance	LAGUNA WOODS VILLAGE	EMPLOYEE #	PAGE 1 of 1
				CASE #

U T I N G	<input type="checkbox"/> Recreation <input type="checkbox"/> _____ <input type="checkbox"/> _____		EVENT REPORT		INCIDENT REPORTED		
			___ PHOTOS		DATE	DAY OF WEEK Choose an item.	TIME <input type="checkbox"/> pm <input type="checkbox"/> am
	S CODE # 123 EVENT INSPECTION						
R E C R E A T I O N	Member/Club: _____						
	Contact: _____ Phone: _____						
	Type: _____ Date: _____						
	Start Time (include Set Up): _____ End Time (include Clean-Up): _____						
	Expected Number of Attendees: <input type="checkbox"/> Residents _____ <input type="checkbox"/> Non-Residents _____						
	Location - Clubhouse: _____ Room: _____						
Special Notes: _____							
S E C U R I T Y	Description		Does request comply:		Notes		
	1.	Type of Event	Yes / No				
		Expected Attendance	Yes / No				
	2.	Does it appear that majority of attendees are from outside?	Yes / No				
	3.	Sponsor	Yes / No / NA				
	4.	Food	Catering: _____ At No Cost For Sale Potluck NA				
	5.	Kitchen Use	Yes / No / NA				
	6.	Alcohol	At No Cost For Sale BYOB NA				
	7.	GRF Bartender	Yes / No / NA				
	8.	Was there any merchandise sales at this event?	Yes / No				
	9.	Was there any business/soliciting at this event?	Yes / No				
10.	Was there any gate clearance issues at this event?	Yes / No					
11.	Was there styrofoam products used at this event?	Yes / No					
REPORTING OFFICER: X PRINT NAME:				APPROVING SUPERVISOR: X			
DATE:	TIME:	<input type="checkbox"/> AM <input type="checkbox"/> PM	EMPLOYEE #	DATE	TIME	<input type="checkbox"/> AM <input type="checkbox"/> PM	

	APPROVING MANAGER X
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**Golden Rain Foundation (GRF), Recreation Division Policy:**

1. Section II, Use of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. i., - “It is prohibited to use the room for anything but the stated purpose (birthday, party, anniversary, family reunion, etc.)”
2. Section II, Uses of GRF Recreation Facilities including Clubhouses, Section G. Room Reservations, 1. f., - “Rooms are assigned based on planned attendance and availability; exclusive use of the patio is included for those rooms with patio access.”
3. Section II, Uses of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. C., - “Rentable rooms shall not be used to conduct a business. Caterers, entertainers, speakers, sponsors, and instructors are permitted as service providers to the group, and they may provide business cards, contact information, and marketing brochures only.
4. Reservation Checklist - Member must “bring in own food... have food dropped off... use a caterer from approved list” Approved caterers are: Corner Bakery, Crystal Catering, Jolanda’s Catering, Martinez Catering and 19 Café & Lounge.
5. Reservation Checklist - “fee will be charged when major appliances in the kitchen are used...”
6. Reservation Checklist - “bring your own alcohol without charging for drinks”
7. Reservation Checklist - “reservation of over 100 people with alcohol must have a GRF Bartender”
8. Section II, Uses of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. C., - “No transaction may take place within GRF’s facilities with three exceptions:
  - a. . that they allowed to sell the printed and/or recorded materials of their own creation during the event (for example, authors may sell their books and entertainers may sell their audio/video recordings);
  - b. An entrance fee may be charged to cover the costs associated with a reservation;
  - c. fundraising activities.”

9. Section II, Uses of GRF Recreation Facilities including Clubhouses, G. Room Reservations, 1. C., - "Rentable rooms shall not be used to conduct a business. Caterers, entertainers, speakers, sponsors, and instructors are permitted as service providers to the group, and they may provide business cards, contact information, and marketing brochures only.
10. Resolution 90-15-33 - "A resident must submit the completed [Gate Clearance] form to the Community Access department... at least four (4) business days in advance of the event."
11. Section II, Use of GRF Recreation Facilities including Clubhouses, Section A.2, All Facilities/General – "Use of Styrofoam products of any kind is prohibited."

**EQUESTRIAN – BOARDED HORSE 2016**

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION**

**RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT**

**THIS AGREEMENT LIMITS THE LIABILITY OF THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS ("GRF"), A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, AND VILLAGE MANAGEMENT SERVICES, INC. ("VMSI") A CALIFORNIA CORPORATION, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (ALL HEREAFTER COLLECTIVELY REFERRED TO AS "GRF RELEASEES") AND WAIVES ANY CLAIM YOU MAY HAVE AGAINST GRF RELEASEES FOR INJURY OR DAMAGE, EXCEPT THAT WHICH ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRF RELEASEES. PLEASE READ THIS CAREFULLY BEFORE SIGNING AND USING THE FACILITIES OR ANY ANIMALS OR EQUIPMENT.**

I, \_\_\_\_\_, hereby register to board my horse at the GRF Equestrian Center and to participate in or instruct activities in and around the GRF Equestrian Center and to use the facilities, animals and equipment present therein.

I am the sole owner or lessee of the horse, and agree to personally provide at least 50 percent of its care, including but not limited to riding, turning out and grooming. I agree to be responsible for all costs associated with boarding the horse, as determined by the GRF Board of Directors from time to time. I further agree to abide by all Equestrian Center rules and all policies and rules pertaining to boarded horses.

By signing this Release, the above named Releasor acknowledges receipt of and agrees to be bound by every term of the attached Boarding Stable License Agreement.

I am aware that the use of the facilities, animals and equipment present a risk of injury to me. This includes, but is not limited to the following:

***Horses, saddles, bridles, harnesses, stalls, stall equipment, hot walker, corrals, arenas, washing stall and equipment, riding trails, grooming tools, clippers, fly spray solution, and veterinary medical supplies or equipment.***

I, on behalf of myself, my personal representatives, heirs and next of kin, respect and agree as follows:

1. I understand that the use of the facilities, animals, equipment, services, programs and premises includes an inherent risk of serious injury to persons and property.
2. I agree that all use of facilities, animals, equipment, services, programs and premises are undertaken by me and at my sole risk.
3. I represent that I am in good physical condition and have no disabilities, injuries, diseases, illnesses, or other conditions that could prevent me from using the facilities, animals or equipment without injuring myself or impairing my health.
4. I agree that I will disclose any special medical requirements or limitations to the supervisor or employee(s) of the GRF facility before using the facilities, animals or equipment.
5. I understand that risk of injury includes, but is not limited to:
  - a. injuries arising from or relating to the use by myself or others of facilities, animals, equipment, machinery, locker rooms, wet areas and other amenities;
  - b. injuries arising from or relating to participation by myself or others in supervised and unsupervised activities or programs throughout the facilities;
  - c. injuries and medical disorders arising from or relating to the use of the facilities, including but not limited to, heart attack, stroke, paralysis, death, heat stress, broken bones, sprains, strains, and torn muscles, tendons or ligaments; and
  - d. accidental injuries occurring anywhere in the facilities including lobbies, hallways, exercise areas, locker rooms, or activities associated with GRF which are carried on anywhere or while I am traveling to or from the facilities.
6. Accidental injuries include but are not limited to those caused by myself, those caused by animals, equipment, other persons, GRF Releasees and those of a slip and fall nature.
7. I agree that I am solely responsible for loss or damage to my property, as well as horses or property of others in my care or otherwise entrusted to me, and to indemnify, defend and hold harmless GRF Releasees for injuries or damage caused directly or indirectly by me.
8. I waive all claims which I or my personal representatives, heirs and next of kin may have against GRF Releasees, and on behalf of myself and my personal representatives, heirs and next of kin, release and agree to indemnify, defend and hold GRF Releasees absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the facilities, animals, equipment, premises, services or programs, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees.
9. I have carefully read this Release, Waiver of Liability, Hold Harmless and Indemnity Agreement and fully understand it is a release of liability. I am waiving any right that I may

have to bring legal action or assert a claim against GRF Releasees for negligence, except that which arises from the gross negligence or willful misconduct of GRF Releasees.

10. I agree that it is my sole responsibility to maintain the following health care or medical insurance or other financial resources to pay for any injuries incurred by me.

I agree that this RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion is ruled invalid, the balance remains in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT, which shall remain in effect for so long as I shall use the facilities, animals or equipment and agree that no oral agreements, representations, statements or inducements apart from this written agreement have been made.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF GRF RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY OR PROPERTY OF OTHERS IN CONNECTION WITH MY USE OF THE GRF FACILITIES, AND ANY ANIMALS OR EQUIPMENT.**

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
(Please Print) (Signature)

**Date:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

Golden Rain Foundation of Laguna Woods  
Equestrian/Boarded Horse – Information Sheet

<b>Owner's Name</b>	<b>Telephone Number</b>	<b>Manor Number</b>
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**Horse's Name:** \_\_\_\_\_ **Assigned Stall:** \_\_\_\_\_

**Description of Horse:** \_\_\_\_\_

<b>Color</b>	<b>Breed</b>
<b>Sex</b>	<b>Brand</b>
<b>Registered Number</b>	<b>Marks</b>

**Equipment:**

<b>Saddle</b>	<b>Blanket</b>
<b>Bridle</b>	<b>Halter</b>
<b>Other</b>	

**Immunizations:**

<i>Tetanus</i>	<i>Rhinopneumonitis</i>	
<i>Flu</i>	<i>East/West</i>	<i>Potomac (Optional)</i>

**Specified Veterinarian:**

<i>Name</i>
<i>Address</i>
<i>Telephone</i>

**(Horse Owners or Equine) Liability Insurance:**

<i>Name of Insurance Company</i>
<i>Policy Number</i>
<i>Telephone Number of Insurance Company</i>

**Special Instructions:**

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**ACKNOWLEDGEMENT OF EQUESTRIAN CENTER POLICIES AND OPERATING RULES**

I, \_\_\_\_\_, HAVE READ OR REVIEWED AND UNDERSTAND THE POLICIES AND OPERATING RULES OF THE LAGUNA WOODS VILLAGE EQUESTRIAN CENTER, AS WELL AS THE BOARDING STABLE LICENSE AGREEMENT AND HEREBY AGREE TO ABIDE BY ALL LISTED TERMS. FAILURE TO SIGN THIS ACKNOWLEDGEMENT AND/OR FAILURE TO ABIDE BY THESE POLICIES AND OPERATING RULES MAY RESULT IN DISCIPLINARY ACTION FROM THE COMPLIANCE DEPARTMENT.

SIGNED: \_\_\_\_\_

PRINT: \_\_\_\_\_

MANOR #: \_\_\_\_\_

DATE: \_\_\_\_\_

### GRF Approved Recreation Division Policies

#### E. EQUESTRIAN CENTER/STABLES

##### 1. General

- a. Access to the Equestrian Center outside of posted business hours is prohibited except for authorized GRF Volunteers and residents boarding a horse at the Equestrian Center and their guests
- b. Access after 10:00 PM is prohibited except for response to a medical concern by the horse owner/lessee or persons assisting with the medical concern

##### 2. The following are prohibited:

- a. Dogs at the facility except after dusk and then they must be on leash
- b. Washing horses anywhere but the wash rack area
- c. Cleaning bridles, buckets, or other items except in the utility sink
- d. Use of the washer and dryer unless the resident is present.

##### 3. Boarded Horses

- a. Horses owned/leased by a resident may be boarded at the Equestrian Center
- b. When a resident's boarded horse dies the resident shall be allowed 30 days to decide to replace the horse or not. Once it is decided that the horse will be replaced, the resident shall have 90 days to find a replacement, provided stall fees continue uninterrupted. If needed a 90 day extension may be requested for approval by CAC
- c. If a horse permanently leaves the Equestrian Center and is not being replaced, the horse's stall will be available on a seniority basis to any resident whose horse is currently boarded at the facility
- e. There is a limit of one boarded horse per resident rider
- g. The Equestrian Center Supervisor has the right to reject any horse deemed unsuitable for the program
- h. Residents must participate in the care and riding of their boarded horse
- i. Only boarders may rent a trailer space at the Equestrian Center

##### 4. Veterinarian and Farrier Services

- a. In case of emergency (illness, injury, etc.) the Equestrian Center Supervisor has all authority to care for the boarded horse

(III. E.  
1.- 4.)

### Equestrian Center Operating Rules

#### A. General Information

1. All residents and their guests must sign in upon entering the facility.
2. The Equestrian Center Office is open year round every Wednesday through Sunday except holidays from 7:00 AM until 4:00 PM for rides and/or lessons and is closed on Monday and Tuesday. Actual rental hours properly are from 8:00 am to 2:00 pm. This will ensure that Staff has sufficient time to care for, address any medical concerns, and feed the horses before they leave for the day. During daylight savings time hours may be adjusted to accommodate twilight trail rides.

3. Access to the Golden Rain Foundation Stables when Managing Agent Staff is not present is restricted to authorized GRF Volunteers, and Laguna Woods Village Residents boarding a horse at the stables and their guests with a current Release, Waiver of Liability, Hold Harmless, and Indemnity Agreement on file with the Laguna Woods Village Recreation Division.
4. No access to the stables is allowed from 10:00 PM until staff arrives about 6:30 am. Only exception is in response to a medical concern by a horse owner and persons assisting with the medical concern. Prior to entering the stables, Laguna Woods Village Security Dispatch must be notified at 949-580-1400 and re-notified hourly until departing stables.
5. Prior to utilizing the Equestrian Center, Equestrian Center Staff must evaluate each rider's ability to control his or her horse.
6. Should an accident occur, specific details of the occurrence must always be reported promptly to the Equestrian Center Supervisor. However, in the absence of the Equestrian Center Supervisor, Security must be contacted immediately.
7. When riders require aid or assistance of any kind they should request it from the Equestrian Center Staff on duty or authorized persons immediately available.
8. Residents who have any child or adult guests wishing to ride must accompany their guests to the Equestrian Center and register them. In addition, the Equestrian Center Supervisor must provide each guest with authorization to use the facility.
9. Prior to using the Equestrian Center, each resident or guest must complete and sign an Equestrian Release, Waiver of Liability and Indemnity Agreement. A new waiver must be completed and signed each calendar year and must be on file in the Equestrian Center Office.
10. Children must be 10 years of age or older to ride GRF owned horses. All persons under the age of 18 must wear a helmet and the appropriate footwear for riding, no exceptions. After staff leaves for the day no one under the age of 18 is allowed on the property or on the trails unless accompanied by an adult.
11. Any minors (those under 18 years of age) using the Equestrian Center must have a completed and signed Minor Equestrian Release, Waiver of Liability and Indemnity Agreement on file. As part of the document, the Permission for Medical Care form must

also be signed. These documents must be completed and signed by a parent or legal guardian each calendar year and must be on file in the Equestrian Center Office.

12. Permission to ride in one of the arenas must be obtained from the Equestrian Center Supervisor. Proper equipment must always be used.
13. Horses shall not be taken through the breezeways, near the tables, near the tack rooms, or outside lounging areas when people are present. Riding under the eaves is prohibited.
14. Horses must be walked at all times in and around the Equestrian Center unless involved in lessons in the arenas, circular pen, on a bridle path, or in a designated area. Cantering of any horse is allowed only in the arenas, circular pen, or appropriate areas of the bridle path or open space outside the Equestrian Center when other horses are not present. Running of horses is only allowed when practicing for an event and under the guidance of the Equestrian Center Supervisor.
15. The guide assigned to accompany riders on a trail ride is responsible for enforcing all rules. These rules have been established to ensure the riders' pleasure as well as their maximum safety.
16. For safety and courtesy, riders must keep their horses a safe distance from the horse in front of them, generally one horse length, and not crowd them together.
17. Horses should be kept to a walk when going up and down hills and through the tunnel.
18. Riding double is prohibited.
19. The speed of the trail ride is determined by the speed that the slowest rider can ride comfortably.
20. Dogs are not permitted inside the Equestrian Center during the daytime hours. During the evening hours, after dusk, dogs are permitted only if on leashes.
21. Fees for the Equestrian Center are in accordance with the approved GRF Fees List.
22. Employees shall not train privately owned horses.

23. Bare feet and/or inappropriate clothing are not allowed at the Equestrian Center.
24. Horses must be washed in the wash rack area. There is a limit of 15 minutes per horse at the wash rack when someone is waiting. Be sure to turn off the water when you're done, leave the wash rack clean, and rake or sweep up after your horse especially after hours.
25. Bridles, buckets, or other items must be cleaned in the utility sink, not the hand sink, and to save water equipment must be wiped first, then clean the sink.
26. Provide your own detergent when using the washer. Do not take wet items out of dryer or put someone else's items into the dryer. Never use the washer or dryer if you plan to leave the Equestrian Center prior to completion of the cycle.
27. Horses are not allowed inside the tack rooms or tied in front of them. Horses must be tied outside of the rail in the designated tie up area. Do not tie your horse in a place that allows the horse to eat someone else's tack or commit an act of aggression against another horse. Wet horses need to be tied up by the wash rack to dry or in designated tie up areas. You must always clean up after your horse wherever it's tied. Never leave your horse unattended.
28. Never touch a horse other than your own (including GRF horses) without the owner's permission. Never feed another horse without permission. Hand feeding is not allowed. Also never feed horses in the corrals or by the tie up rails.
29. Always leave the grooming room clean, sweep up after your horse, coil up cords and put away equipment. Do not tack up your horse in the grooming room. Boarders are also responsible to keep their area clean and neat. Do not touch other rider's equipment without permission.
30. When using the bridle path, walk your horse over the sidewalks and keep the bridge gate closed and locked upon entering and exiting. After 2:00 PM and when the Equestrian Center is closed, the rider is responsible for picking up the horse's droppings, especially offsite.
31. Daily usage of the outside corrals is on a first come, first served basis. Due to safety reasons some horses may be assigned to certain corrals. Do not remove someone else's horse from a corral; contact staff. When there are 20 or more boarded horses the rotation chart must be followed. Violators to these rules may

lose their turn another day. No feed is allowed in the corrals, in tack rooms or by the tie up rails.

32. Horses are not allowed in the hay barn area. Contact the Equestrian Center Supervisor if you believe your horse requires additional feed. Extra shavings are available and can be purchased for your horse. Please do not remove hay from the barn area.
33. Golden Rain Foundation owned horses may only be fed by Equestrian Center or Authorized Staff. Hand feeding is prohibited.
34. During the hours when the Equestrian Center is closed, boarders using the facility must lock all tack rooms and gates when exiting or riding. When no one else is present the tack room should be locked at noon.
35. The use of plug-in electrical lights in or near horse stalls is prohibited. Only hand held battery operated flashlights are allowed.
36. Only tasteful decorations and required items are allowed on stall doors.
37. The Equestrian Center Supervisor may temporarily alter, suspend, or expand any regulations due to safety concerns.

B. Riding Lessons & Trail Rides:

1. All lessons are arranged in advance with Equestrian Center Staff. The lessons are 50 or 25 minutes in duration and the fees are in accordance with the approved GRF Fees List. All riders must be present 10 minutes before their reservation time.
2. In order to qualify for group lessons there must be a minimum of two riders per instructor. Staff will assist in organizing groups but we will not provide them.
3. Guest group riding lesson fees are different than the resident fees. The lessons are 50 or 25 minutes in duration and the fees are in accordance with the approved GRF Fees List.
4. Reservations for GRF coordinated rides are made by calling the Equestrian Center Office at 597-4275. Staff must be able to communicate with all riders and some medical and weight restrictions apply (depending on one's height about 200 lb.).

5. New riders must demonstrate to the satisfaction of Staff that they are capable of handling the horse assigned to them. A qualified resident rider or guide must accompany guest riders.
6. GRF horses are saddled and bridled in the stalls and brought to the mounting area.
7. Riders of GRF horses may only mount their horses when assisted by Equestrian Center Staff.

C. Boarded Horses

1. Resident owned or leased horses can be boarded at the Equestrian Center. Applications are taken on a first-come, first-served basis. All fees are in accordance with the approved GRF fees.
2. The intent of the resident owned or leased horse boarding program is to allow for and encourage Laguna Woods Village residents to participate in a recreational activity by boarding their horses and to have the opportunity to enjoy the pleasure of riding regularly. Stallions and horses not suitable to this facility as determined by the Equestrian Center Supervisor will not be considered for participation in the boarding program. The Stable Supervisor must be present when a new horse is brought in to examine the horse for obvious signs of a health problem.
3. Any resident wishing to board a horse must complete and sign a Resident Owned Boarded Horse Release, Waiver of Liability and Indemnity Agreement, The forms must be signed by the owner prior to the Equestrian Center Supervisor accepting the horse. Should the resident change horses, new documents must be completed and signed. A new document must be signed each calendar year.
4. Yearly shots are recommended for all horses boarded at the Equestrian Center. Horses must be wormed at least twice a year unless otherwise recommended by a Veterinarian.
5. Only residents with their own horse or leased horse may board at the Equestrian Center and must provide the Golden Rain Foundation with information regarding (the value of the horse,) the name and telephone number of the insurance company insuring the animal, (and a copy of the owner's insurance certificate).
6. Residents must be actively involved in the care of their boarded horses. To ensure the health and safety of all the horses, any boarder looking to exchange horses must get approval from staff.

7. A limit of one boarded horse per resident rider is permitted at the Equestrian Center. When accommodations are available, more than one horse may be permitted, but only with GRF approval. All stalls and tack rooms are chosen by seniority.
8. If there is a waiting list when a stall becomes available, the first person on the list will be called. If that person accepts the stall but does not have a horse, a dry stall fee will be charged for up to 90 days. Then they must either get a horse or give up the stall (no refunds). If a resident is not ready when called, they will be put at the end of the list.
9. Only boarders may rent trailer space at the Equestrian Center in accordance with the approved GRF Fees List.
10. For Staff to transport a boarder's owned or leased horse an Equestrian Trailering Release, Waiver of Liability and Indemnity Agreement must be completed and signed and placed on file in the Equestrian Center Office prior to any transportation being provided.
11. In order for someone other than the boarded horse owner to tend to a boarded horse, the resident must first notify the office. Then resident must put all helpers on their emergency list.
12. Only the Stable Supervisor may give out facility keys to borders or their agents.
13. Any guest that has a formal complaint filed and accepted by code compliance may still help at the Stables. However, they must always be with their existing sponsor while on Equestrian property. This requirement shall stay in effect until a resolution is made by the GRF Board.

D. Veterinarian and Farrier Services

1. If the owner prefers a specific Veterinarian he/she must register that choice with the Equestrian Center Supervisor at the time of boarding his/her horse. For owners/lessees not having a specific Veterinarian, the Equestrian Center Supervisor may be able to provide some assistance, however the owner must select and identify the Veterinarian and provide this information to the Equestrian Center Supervisor.
2. In the case of privately owned or leased horses, the owner will sign an agreement in which he/she sets forth and agrees that in the event the horse becomes ill or incurs an injury while under the care of the Equestrian Center Supervisor, and the owner is unavailable for consultation after all reasonable attempts have been made to

contact him/her, the owner agrees to and allows the Equestrian Center Supervisor to use his/her best professional judgment as to the Veterinarian services required in administering care to the horse and owner/lessee agrees to be billed directly by the Veterinarian for any service rendered.

3. If the owner prefers a Farrier other than the one selected by the Equestrian Center Supervisor, the choice of an alternative Farrier is registered with the Equestrian Center Supervisor at the time of boarding his/her horse. The owner agrees to be billed directly by the Farrier for services rendered. All vet and Farrier work must be done in the designated area.
4. The Equestrian Center Supervisor must be notified whenever the owner of a boarded horse arranges to have that horse's Veterinarian come to the Equestrian Center.

#### E. Arena Policy

1. The priority for arena use is lessons, followed by riding, lunging, and loose horses. Loose horses may run free up to 15 minutes if no one is using the arena. They must be immediately removed if someone wishes to ride or lunge their horse. When someone is waiting there is a 30 minute time limit for the using the hot walker machine. Never leave your horse unattended.
2. When in an arena, riders should make every effort to travel in the same direction. If one rider must pass another rider he/she should pass on the inside.
3. When passing from opposite directions riders should pass left shoulder to left shoulder, just as if you were driving a car.
4. When there are lessons in the arena, directions from the instructor must be followed. Discretion must be used when passing in either direction. You must stay out of the lesson area if instructed to do so.
5. Try not to interfere with the progress of another rider if they are crossing the arena or making a circle.
6. Be polite and give lesson riders plenty of room. Listen to what the instructor is telling the students and judge you're riding space accordingly.
7. Obtain permission to enter the arenas and/or to canter when lessons are taking place. Remember lesson horses have priority.

8. Should any problems occur in the arenas, stop all horses immediately.
9. If there are riders present and you wish to lunge a horse in one part of the arena, ask the riders for permission and if permission is given then stay in your space and likewise, riders should give the person lunging the horse plenty of space.
10. When riders are using both arenas, someone wishing to lunge a horse must be given the opportunity. All parties must share the small arena. Each person shall alternate every 15 minutes in the small arena (lunging for 15 minutes, and then riding for 15 minutes). Never leave your horse unattended you must stay with your horse.
11. When other riders are present do not canter on or near the rail. Canter safely toward the center of the arena.
12. Never stop on the rail to talk or adjust tack.
13. Do not stand or sit near the rail, use the covered bleacher seats when observing the arena.
14. Galloping is not allowed on GRF property except when practicing for a show/event under the guidance of the Equestrian Center Supervisor.
15. Loose horses are not allowed in the arenas when there are riders or when a horse is being lunged. In addition no loose horses shall be allowed on any GRF land. A bridle or halter with a lead must always be used when in any open area.

### **BOARDING STABLE LICENSE AGREEMENT**

1. Fees, Term, and Location. Licensee acknowledges and accepts those terms set forth herein or in any subsequent rate schedule issued by Stable (the "Rate Schedule"), whether said rates are daily, weekly, or monthly. Payment shall be issued in accordance with the most current applicable Rate Schedule on a timely basis. Any charges not paid in a timely manner shall be subject to the finance charges set forth in the most current Rate Schedule published by Stable. In the event that any animal kept on the Stable Properties pursuant to this Agreement is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Licensee of any animal that, in Stable's sole discretion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Licensee shall remove the animal within seven (7) days after the notice is sent, at Licensee's expense, which expense shall include all fees incurred under this Agreement during the horse's presence upon the premises. The boarding fee described in the Rate Schedule is due upon the first of the preceding month. In the event payment is overdue by ten (10) or more days, Stable shall

be entitled to exert a lien against any boarded animal and any of the Licensee's property left upon the premises. Stable shall also be entitled to enforce said lien and foreclose its interest against boarded animal and/or equipment for the amount due in accordance with the laws of the State of California.

A security deposit of one month's board is payable with this Agreement; it shall be refunded to Licensee within thirty (30) days of the date of termination of this Agreement, less any fees or costs that remain outstanding. The initial boarding fee applicable to this Agreement shall be \$ \_\_\_\_\_ per day/week/month (circle one).

Licensee agrees that Stable may charge a later fee of ten percent (10%) of the balance owed for each month that the account is not paid in full by the 10th day of month in which it is due. Licensee agrees that Stable may terminate this Agreement, with or without cause, at any time, by providing thirty (30) days advanced written notice.

Licensee agrees that Stable may change or revise the Rate Schedule at any time upon thirty (30) days notice. This Agreement shall continue until cancelled by either party, or until revoked or terminated. This Agreement is non-transferable and may be assigned in accordance with the established rules. Licensee may dry stall for any reasons for period(s) of time equal to (a) whole calendar month(s), for payment of the regular fee minus \$100. Stable reserves the right to temporarily reassign the stall during said period(s) of vacancy. Licensee shall give Stable five (5) days written notice before reoccupying stall.

2.Risk of Loss and Standard of Care by Stable. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY ANY BOARDED ANIMAL OR ANY OTHER CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE LICENSEE'S BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability to the boarded animal, Licensee, or Licensee's employees, agents and/or guests.

The Licensee fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by Licensee. Stable recommends equine morality insurance is obtained applicable to the subject horse(s) by Licensee.

OWNER AGREES THAT THEY HAVE HAD AN OPPORUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL AND HAVE, IN FACT, BEEN ENCOURAGED TO DO SO. FOLLOWING SAID REVIEW, OR OPPORTUNITY TO HAVE SUCH A REVIEW PERFORMED, OWNER AGREES THAT THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL STABLE BE HELD LIABLE TO LICENSEE FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL.

3. Hold Harmless. Licensee agrees to hold Stable harmless from any and all claims arising from or related to damage or injury caused by Licensee or Licensee's employees, agents, guests or boarded animal(s). Licensee further agrees to defend Stable from any such claims. Licensee agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

4. Liability Insurance. Licensee agrees to carry liability insurance protecting Licensee and Stable from any claim for property damage and personal injury in an amount of not less than One Million Dollars (\$1,000,000). Licensee must maintain on file with the Stable Manager current proof of insurance which shall name the Golden Rain Foundation of Laguna Woods, a California NonProfit Mutual Benefit Corporation ("GRF"), the Golden Rain Foundation of Laguna Woods Equestrian Center, Village Management Services, Inc., a California Corporation ("VMS") and all of either entity's officers, directors, employees and agents of both GRF and VMS as additional insured under any policies obtained in compliance with this Agreement. Failure to maintain strict adherence to this requirement shall be a default under this Agreement and shall result in immediate termination of this Agreement and removal and disposition of any boarded animal or personal property of Licensee, pursuant to section 3051 et seq. of the California Civil Code, unless promptly removed by Licensee after settling Licensee's account in full.

5. Emergency Care. Stable agrees to attempt to contact Licensee or the Veterinarian of Licensee's choice specified in the information sheet attached to the Release, Waiver of Liability, Hold Harmless and Indemnity Agreement concurrently executed by Licensee, should Stable feel that medical treatment is needed for said horse(s), but if Stable is unable to contact Licensee or Veterinarian, Stable is then authorized to secure emergency, veterinary and blacksmith care required for the health and wellbeing of any boarded animal(s). All costs of such care secured shall be reimbursed or directly paid by Licensee within fifteen (15) days from the date Licensee receives notice thereof, or Stable is authorized to arrange direct billing to Licensee on Licensee's behalf.

STABLE SHALL ASSUME THAT LICENSEE DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON LICENSEE'S INFORMATION SHEETS THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

IN THE EVENT STABLE IS UNABLE TO CONTACT LICENSEE OR LICENSEE'S REPRESENTATIVE, AND IF IN THE OPINION OF LICENSEE'S DESIGNATED VETERINARIAN OR, IF UNAVAILABLE, TWO (2) OTHER VETERINARIANS, LICENSEE'S HORSE IS SUFFERING A TERMINAL ILLNESS OR INJURY, THE STABLE MANAGER IS PERMITTED TO AUTHORIZE SAID VETERINARIAN OR VETERINARIANS TO HUMANELY TERMINATE THE LIFE OF LICENSEE'S HORSE AT LICENSEE'S EXPENSE. LICENSEE'S INSURANCE WILL BE NOTIFIED OF SUCH EVENT IN CONTACT INFORMATION FOR INSURANCE COMPANY IS ON FILE WITH THE STABLE. STABLE MANAGER IS

**AUTHORIZED TO CONTRACT WITH RENDERING COMPANY FOR REMOVAL OF HORSE AT LICENSEE'S EXPENSE.**

6. Golden Rain Foundation Recreation Division Policy and Equestrian Center Rules. Licensee agrees and acknowledges that failure to strictly adhere to the Golden Rain Foundation Recreation Division Policy and Equestrian Center Rules shall be a default under this Agreement and may result in termination of this Agreement and removal and disposition of any boarded animal or personal property of Licensee, pursuant to section 3051 et seq. of the California Civil Code, unless promptly removed by Licensee upon request by GRF or Stable, after settling Licensee's account in full.

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