



Board of Directors

Agenda

Clubhouse Four

Tuesday, February 23, 2021, 10:00 a.m.
Via Live Stream

To view the live GRF Board meeting:

- Go to www.lwsb.com
- The live streaming uses YouTube live and terminates at the close of the meeting

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
 - a) Announcements
- 4) Seal Beach City Council Member's Update
- 5) Shareholder/Member Comments
 - a) Written, submitted prior to meeting (pp. 1-2)
 - b) Verbal, via live streaming

Note: Foundation Shareholder/Members are permitted to make comments before the meeting business of the Board begins. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. (Civ. Code §4925(b).) Time limits, per speaker, are limited to:

- 4 - minute limit per speaker, when there are no more than 15 speakers
 - 3 – minute limit per speaker, 16 - 25 speakers
 - 2 – minute limit per speaker, over 26 speakers
- 6) Consent Calendar (pp. 3-38)
 - a) Committee/Board meetings for the Month of January 2021 (pp. 3-4)
 - i) Minutes of the Recreation Committee Board Meeting of January 4, 2021
 - ii) Minutes of the Executive Committee Board Meeting of January 8, 2021
 - iii) Minutes of the Finance Committee Board Meeting of January 15, 2021
 - b) GRF Board of Directors Minutes, January 26, 2021 (pp. 5-16)
 - c) Special GRF Board of Directors Minutes, January 29, 2021 (pp. 17- 20)
 - d) February GRF Board Report, dated February 23, 2021 (pp. 21-28)
 - e) Accept Financial Statements, January 2021, for Audit (pp. 29-34)
 - f) Approve Reserve Funds Investment Purchase (pp. 35-36)

- g) Approve Capital Funds Investment Purchase (pp. 37-38)
- 7) Reports
 - a) AB 3182 Ad Hoc Committee
 - b) Bulk Cable Services Ad hoc Committee
 - c) Covid-19 Ad hoc Committee
 - d) Strategic Planning Ad hoc Committee
 - e) Website Ad hoc Committee
- 8) New Business
 - a) General
 - i) Assignment and Assumption of Lease, Monarch Care, a Division of Optum (Ms. Isom, pp. 39-56)
 - b) Consent Calendar: AB 3182 (Ms. Hopewell, pp. 57-82)
 - i) Amend 30-1022-3, Petitions (pp. 57-58)
 - ii) TENTATIVE VOTE: Amend 70-1400-1, Use of GRF (Trust) Facilities (pp. 59-62)
 - iii) TENTATIVE VOTE: Amend 70-1406-1, Limitations on Use of Trust Property – Rules (pp. 63-70)
 - iv) TENTATIVE VOTE: Amend 70-1429.02-1, Golf Course Rules (pp. 71-72)
 - v) TENTATIVE VOTE: Amend 70-1468-1, Swimming Pool Rules (pp. 73-76)
 - vi) TENTATIVE VOTE: Amend 70-2504-1, The Library- Rules (pp. 77-82)
 - c) Executive Committee
 - i) 401(k) Benefits Renewal (Mr. Pratt, pp. 83-84)
 - ii) Employee Health Benefits Renewal (Mrs. Perrotti, pp. 85-88)
 - iii) TENTATIVE VOTE: Amend 30-1220-1, Sub-committee Member/Owner (M/O) Specialist (Ms. Stone, pp. 89-90),
 - iv) TENTATIVE VOTE: Amend 30-5093-2, Member/Owner (M/O) Renter/Lessee (R/L) Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties (Ms. Snowden, pp. 91-94)
 - d) Finance Committee
 - i) Capital Funding Request – Purchasing Office Improvements (Mr. Friedman, pp. 95-98)
 - e) Physical Property Committee
 - i) Capital Funding Request – Turtle Lake, Electric Power (Mrs. Perrotti, pp. 99-100)
 - ii) Reserve Funding Request – RV Lot, Entrance (Mr. Melody, p. 101-104)

- iii) Reserve Funding Request – Service Maintenance, Entry Gate Replacement
(Mrs. Damoci, pp. 105-106)
- f) Recreation Committee
 - i) Acceptance of GAF Donation, Clubhouse Four, Ice Machine (Mr. Dodero, pp. 107-108)
 - ii) Reserve and Capital Funding Requests – Clubhouse Two, Pool and Game, Renovation and Enhancement (Ms. Gerber, pp. 109-120)
 - iii) Capital Funding Request – Clubhouses Three and Six, Outdoor Patio Areas (Ms. Heinrichs, pp. 121-126)
 - iv) Approve Temporary Use of Trust Property, Tax Preparation (Mr. Massetti, pp. 127-136)
- g) Consent Calendar: Security, Bus & Traffic Committee (Ms. Hopewell, pp. 137-207)
 - i) TENTATIVE VOTE: Adopt 80-5580-1, Entry Passes – Rules (pp. 137-140)
 - ii) TENTATIVE VOTE: Adopt 40-5580-2, Entry Passes – Fees (pp. 141-142)
 - iii) Adopt 80-5580-3, Entry Passes – Procedures (pp. 143-146)
 - iv) TENTATIVE VOTE: Adopt 80-1930-1, Traffic – Rules (pp. 147-152)
 - v) Adopt 80-1930-3, Traffic – Procedures (pp. 153-154)
 - vi) TENTATIVE VOTE: Adopt 80-1937-1, Parking- Rules (pp. 155-162)
 - vii) TENTATIVE VOTE: Adopt 80-1937-2, Parking- Fees (pp. 163-166)
 - viii) Rescind 80-5536-1, Guest Passes (pp. 167-170)
 - ix) Rescind 80-1920-1, Traffic Rules and Regulations (pp. 171-184)
 - x) Rescind 80-1925-1, Traffic Rules and Regulations – Enforcement on Trust Property (pp. 185-188)
 - xi) Rescind 80-1927-1, Parking Rules for Trust Property (pp. 189-204)
 - xii) Rescind 80-1928-1, Golf Cart and Low Speed Vehicle Rules (pp. 205-207)
- 10) Board Member Comments
- 11) Next Meeting/Adjournment

Next regular GRF Board of Directors meeting, Tuesday, **March 23, 2021, 10:00 a.m.**, Clubhouse Four.

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From: Eunis Christensen <cashfit8@icloud.com>
Sent: Thursday, February 11, 2021 11:34 AM
To: Randy L. Ankeny <randya@lwsb.com>
Subject: CH2 Poom Room Upgrade Letter
Importance: High

Hello, Randy.

Please see letter below from the LWPC officers for your submission to the GRF Board (and/or Finance Committee) in support of CH2 renovations.

I may not be able to view tomorrow's Finance Committee livestream meeting due to teaching a Zoom Zumba Gold Class from 9:30 to 10:15 a.m. on Fridays. I will log in as soon as my class ends.

Thank you,

Eunis Christensen, MBA

WildFire!

562-879-1954 (m)

Greetings to Golden Rain Foundation (GRF) Board Members:

Leisure World Pool Club (LWPC) officers appreciate that Randy Ankeny, GRF Executive Director, spent significant time with us on Tuesday, February 9, 2021, at the Clubhouse 2 pool room, presenting his computer renderings for proposed upgrades to walls, windows, ceiling and floor of the CH2 pool room and adjacent room.

We wholeheartedly support and appreciate addition of new commercial-grade nine-foot Brunswick pool tables that will stand the test of time for shareholder casual play and LWPC structured League Play.

The new tables, other required furniture, storage, art upgrades and sound system for CH2 pool room, plus inclusion of gaming activities for the adjacent room such as shuffleboard, foosball, large wall TV, etc. will create an ideal environment for developing shareholder camaraderie and community.

Extensive thought and time were placed into Mr. Ankeny's renderings, with particular sensitivity to accommodation and access for all shareholders, no matter the level of one's physical ability and/or pool skill:

1. Mr. Ankeny has recognized that Pool is an indoor game which can provide mental and physical benefits late into life.
2. State-of-the-art pool/game rooms also may serve as "icing on the cake" for new buyers into Leisure World who have fond memories of when they played pool in college or military days.

As active pool room users, we LWPC officers appreciate inclusion of our thinking in the renovation. We will do our best to be good stewards of these improvements.

Warmest Regards,

Dave Silva, President
Mutual 12

Steve Edrich, Vice President
Mutual 6

Eunis Christensen, Secretary/Treasurer
Mutual 1

February 11, 2021

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In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following January 2021 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of January 4, 2021
- Minutes of the Executive Committee Board Meeting of January 8, 2021
- Minutes of the Finance Committee Board Meeting of January 15, 2021
- Minutes of the Special Executive Committee Board Meeting of January 25, 2021

Using a consent calendar format, the GRF Board of Directors is requested to approve these Committee Board meeting minutes in one motion.

These Committee Board meeting minutes will be available on the Foundation's website for view after approval. If you would like a hard copy of the minutes, they are available upstairs at the Administration Office. Please see the receptionist.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
January 26, 2021**

CALL TO ORDER

President Susan Hopewell called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, January 26, 2021 in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Susan Hopewell, GRF President, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, Stone, Gerber, Hopewell, Heinrichs, Melody, Friedman and Massetti were present.

Directors Collazo, Pratt, Snowden, Thompson, Rapp, Slutsky, Dodero, Levine, Damoci, and Isom participated virtually, by Zoom.com. The Executive Director and the Director of Finance were also present.

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

ANNOUNCEMENTS

The GRF Board met in an Executive Session meeting on January 12, 2021.

SERVICE ANNIVERSARIES AND EMPLOYEES OF THE MONTH

To minimize the number of required attendees at today's meeting, we are postponing the service awards and staff commendations.

Our community of high-risk residents has weathered the COVID storm better than most of us would have thought possible. This is not by accident. One reason is community unity and personal responsibility in complying with mask wearing and social distancing. Another important reason rests with our Executive Director, Randy Ankeny, and his team. Randy has been ahead of the curve since day one of this pandemic and has made sure all precautions were taken to protect community members and GRF staff. And now, almost a year later, his proactive vision has resulted in Leisure World being designated by Orange County Health Agency as a Special

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

Point of Distribution (POD) for dispensing COVID vaccines. He will be the first to tell you he did not accomplish this alone – he created a GRF COVID Task Force and stood back while they went to work problem solving.

Members of this Task Force started working months ago with both Orange County Health Agency and Optum Care to get the Special POD designation and to create a plan of action for residents to be able to make appointments and receive vaccines here in LW. The plan had to comply with OCHA's protocols and requirements. If we did not comply, we would jeopardize our Special POD status. On the morning of Friday, January 15, this team thought they had a couple of weeks to complete preparations of their plan. By 4 p.m. that day, they learned they had only a few hours. The vaccine was arriving Monday morning and more on Tuesday and the ability for community members to make reservations would have to begin Saturday morning.

Today we are recognizing the following GRF staff members who met the challenge and worked most, if not all, of their holiday weekend to make this miraculous event happen:

Kathy Thayer, Assistant Recreation Manager and, as we all know, is a force of nature in organizing absolutely any type of event successfully and recruiting volunteers.

Tommy Fileto, Recreation Manager, who created a phone bank in our Learning Center and trained staff to take phone reservations never imagining receiving thousands of calls in the first hour causing the system to crash. Tommy is known for many skills, not the least of which are perseverance and thinking outside the box to solve problems. These skills were tested and retested that first day of calls.

Kathy and Tommy had a remarkable team assisting them:

Andrew Delaney, Recreation Coordinator

Tanya Dutton, Accounting Specialist

Taylor Greene, Library Operations Assistant

Marcy Kmieciak, Recording Secretary

Cindy Maiden, Copy and Supply Distribution

Wendi Noble, Copy and Supply Distribution

Liz Tabares, Physical Property Office Secretary

None of these staff members shied away from this challenge. And I guarantee you that not one of them listed on their resume experience in setting up a successful vaccine clinic.

Kathy Thayer shared with me that she would be willing to "share a foxhole" with these team members. That speaks volumes about their ability to work as team, their respect for each other and their dedication to this community.

In addition, Security staff worked traffic control and appointment check in at the clinic on Monday and Tuesday. Special thanks to Victor Rocha and Larry Norlander.

Community volunteers also helped. Many thanks to the members of the Y's Men Club and CERT Club who worked at the Clinic on Monday and Tuesday assisting wherever needed. Anna Derby, who helped with translation to ensure our Korean community members were able to register, ids

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

also to be recognized.

And finally, but certainly not least, we thank Optum Care and their staff for their enormous contribution to this successful effort. I am sure they have never encountered so many people willing to roll up their sleeve and receive a shot.

As you can see, it took a remarkable team to create and implement the plan and it took teamwork and community volunteers to work the plan. To all of you, a very heartfelt thank you.

SEAL BEACH COUNCIL MEMBER'S REPORT

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

HEALTH CARE CENTER ADVISORY BOARD UPDATE

The Health Care Center Administrator was unable to present an update on the Health Care Center. The update will now be provided quarterly.

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

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

Six members offered comments at the meeting and two members offered written comments, submitted prior to the meeting.

CONSENT AGENDA

The consent agenda included Executive Committee/Board meeting minutes for the month of December 2020: the minutes of the Recreation Committee Board meeting, dated December 11, 2020, the minutes of the Executive Committee Board meeting, dated December 21, 2020, the minutes of the December 23, 2020 Board meeting, the minutes of the December 30 GRF Special Board meeting, the January GRF Board Report, dated January 26, 2021, acceptance of the Financial Statements, December 2020, for Audit and Reserve Funds Investment Purchases.

The Consent Agenda was adopted, as presented.

REPORTS

The reports of the Chairs of the AB 3182 Ad hoc Committee, the Bulk Cable Services Ad hoc Committee, the COVID-19 Ad hoc Committee, the Chair of the Strategic Planning Ad hoc Committee, and the Website Redesign Ad hoc Committee were presented.

NEW BUSINESS

General

Reopening – Amphitheater (for Religious Purposes)

At the regular scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the Board proposed emergency action governing document 70-1448-3D, to re-open Trust property, identified as the Amphitheater, for outdoor religious services under all applicable or more restrictive public health and safety orders.

In the drafting and subsequent Committee review of the proposed emergency action policy, key areas of Committee deliberation were focused on: number of Seal Beach COVID-19 cases as reported by the Orange County Health authority to date, number of COVID-19 deaths, a clear majority of the over 9,000 community members are clearly in the “at risk” category, due to age or preexisting medical conditions, reason rules must also take into consideration, Caregivers, and Shareholders/Members guests, GRF as an employer has the obligation to establish rules to project the health and safety of our employees, proposed actions MUST represent the mutual benefit of a majority of the Shareholder/members.

The Board held a preliminary discussion of agenda items 9.a.i.-iv.

Mr. Dodero MOVED, seconded by Mr. Melody -

TO approve the reopening of the Trust Property amenity identified as
Amphitheater (for religious purposes) under emergency action 70-
1448-3D and provisions of prevalent Orange County Public Health
and safety orders.

Six Board Directors spoke on the motion.

The motion was carried with three no votes (Stone, Thompson, Slutsky).

Reopening – Mission Park (Bocce Ball and Multi-use Courts)

At the regular scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

and approved to recommend to the Board proposed emergency action governing document 70-1448-3D, to re-open Trust property, identified as the Amphitheater, for outdoor religious services under all applicable or more restrictive public health and safety orders.

In the drafting and subsequent Committee review of the proposed emergency action policy, key areas of Committee deliberation were focused on: number of Seal Beach COVID-19 cases as reported by the Orange County Health authority to date, number of COVID-19 deaths, a clear majority of the over 9,000 community members are clearly in the “at risk” category, due to age or preexisting medical conditions, reason rules must also take into consideration, Caregivers, and Shareholders/Members guests, GRF as an employer has the obligation to establish rules to project the health and safety of our employees, proposed actions MUST represent the mutual benefit of a majority of the Shareholder/members.

Mr. Friedman MOVED, seconded by Mr. Dodero -

TO approve the reopening of Trust Property amenity identified as
Mission Park, including the Bocce Ball and Multi-Use Courts, under
emergency action 70-1448-3C, and provisions of prevalent Orange
County Public Health and safety orders.

Five Board Directors spoke on the motion.

The motion was carried with four no votes (Collazo, Stone, Thompson, Slutsky).

Reopening – Turtle Lake Golf Course

At the regular scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the Board proposed emergency action governing document 70-1448-3D, to re-open Trust property, identified as the Amphitheater, for outdoor religious services under all applicable or more restrictive public health and safety orders.

In the drafting and subsequent Committee review of the proposed emergency action policy, key areas of Committee deliberation were focused on: number of Seal Beach COVID-19 cases as reported by the Orange County Health authority to date, number of COVID-19 deaths, a clear majority of the over 9,000 community members are clearly in the “at risk” category, due to age or preexisting medical conditions, reason rules must also take into consideration, Caregivers, and Shareholders/Members guests, GRF as an employer has the obligation to establish rules to project the health and safety of our employees, proposed actions MUST represent the mutual benefit of a majority of the Shareholder/members.

Mr. Melody MOVED, seconded by Mr. Dodero -

TO approve the reopening of Trust Property amenity identified as
Turtle Lake Golf Course under emergency action 70-1448-3T, and

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

provisions of prevalent Orange County Public Health and safety orders.

One Board Director and the Executive Director spoke on the motion.

The motion was carried with four no votes (Collazo, Stone, Thompson, Slutsky).

Reopening – Veterans’ Plaza

At the regular scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the Board proposed emergency action governing document 70-1448-3D, to re-open Trust property, identified as the Amphitheater, for outdoor religious services under all applicable or more restrictive public health and safety orders.

In the drafting and subsequent Committee review of the proposed emergency action policy, key areas of Committee deliberation were focused on: number of Seal Beach COVID-19 cases as reported by the Orange County Health authority to date, number of COVID-19 deaths, a clear majority of the over 9,000 community members are clearly in the “at risk” category, due to age or preexisting medical conditions, reason rules must also take into consideration, Caregivers, and Shareholders/Members guests, GRF as an employer has the obligation to establish rules to project the health and safety of our employees, proposed actions MUST represent the mutual benefit of a majority of the Shareholder/members.

Mrs. Damoci MOVED, seconded by Ms. Gerber -

TO approve the reopening of Trust property commonly identified as Veterans’ Plaza, under emergency action 70-1448-3P, and provisions of prevalent Orange County Public Health and safety orders.

The motion was carried with five no votes (Collazo, Stone, Thompson, Slutsky, Massetti).

Non-budgeted Funding – Fire Protection Service for Trust Property

National Fire Protection was awarded a three-year contract by the Board of Directors at its February 2020 meeting. The contractor has failed to provide monitoring service to Clubhouse 6, Building 5, and the Administration Building. The contractor is now requesting new monitoring equipment be installed on each building and an additional cost of \$29.00 per month. Along with this, the contractor has failed to monitor building for the first seven months, keep fire extinguishers up to date and Clubhouse 6, Building Five, and the Administration Building were not included in their bid.

It is staff’s recommendation to terminate the contract, per section 27 of the General Provisions with National Fire Protection, for failure to provide services and as a result, award a contract to

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

the second lowest bidder, All America Fire Systems, for a three-year term, at \$24,192.

The 2021 budget reflects the funding of \$5,082 for Fire Protection; terminating this contract will create a negative variance of approximately \$2,300.

At the January 12, 2021 GRF Executive Session, the Board reviewed the terms and conditions of the proposed agreement and unanimously agreed to send this item to the Board for approval.

Ms. Gerber MOVED, seconded by Mr. Friedman, and carried unanimously-

TO terminate the contract with National Fire Protection for failure to provide services and award a three-year contract, for a total not to exceed \$24,192, with All American Fire Systems, Operating funding, and authorize the President to sign the contract.

Reserve Funding Request – Emergency Replacement, Sewer Lift Station Core Components

Basis for Emergency/Immediate Action – Core component failures have been identified at the sewer lift station adjacent to Clubhouse Two, requiring immediate replacements. Failure to replace the components will result in the overflow of effluent, representing a high potential for expensive clean up and remediation costs as well as possible fines. The Executive Director was required to initiate actions for the replacement of the sewer lift station components as identified per Pumpman proposal 18115R1, dated January 13, 2021 (attached).

At the January 15, 2021 meeting of the Finance Committee, the Executive Director sought emergency action to add a non-scheduled Reserve funding request to the Finance Committee's agenda. Action was approved and the Finance Committee duly moved and approved to determine sufficient Reserve funds are available for the required component replacements.

Ms. Rapp MOVED, seconded by Mr. Melody –

TO ratify the emergency action and relative Reserve expenditures, in the amount of \$25,547, for the replacement of critical components of the Sewer Lift Station at Clubhouse Two, per Pumpman proposal 18115R1, dated January 13, 2021.

Four Board Directors, the Executive Director and the Facilities Director spoke on the motion.

The motion was carried with one abstention (Collazo).

Non-budgeted Funding, COVID Vaccinations

Leisure World Seal Beach (LWSB) has been notified by Orange County Health Agency (OCHA) that application has been approved to establish LWSB as a special Point of Dispensing (POD) for the

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

COVID-19 vaccine. Non-budgeted funding is required to support actions by health care professionals required to facilitate the dispensing of the COVID-19 vaccines on property as quantities of the vaccine become available.

During the next four plus months, as a designated special POD, the use of Trust property and resources of GRF to support OCHA and Optum as the assigned medical provider is required for the benefit of our community members. Facilitation of the process and the resources required continues to develop and change.

Non-budget operational funding is requested in the amount of \$50,000, for labor hours not included in the 2021 budget as well as equipment, supplies, rentals etc. required to facilitate the dispensing of the vaccine to our community members.

At the January 15, 2021 meeting of the Finance Committee, the Executive Director sought emergency action to add a non-budgeted funding request to the Finance Committees agenda. Action was approved and the Finance Committee duly moved and approve to determine sufficient operational funds are available.

Mrs. Perrotti MOVED, seconded by Mr. Dodero -

TO approve \$50,000 of non-budget operational funding for the sole purpose to support actions of OC Heath and Optum to dispense the COVID-19 vaccine to community members on site.

Seven Board Directors and the Executive Director spoke on the motion.

The President called for a 15-minute break at 12:00 p.m.

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

Executive Committee

Amend 30-5903-1, Member Rules of Conduct

At its meeting on January 8, 2021, the Executive Committee recommended the GRF Board amend 30-5093-1, Member Rules of Conduct.

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

TO amend 30-5093-1, Member Rules of Conduct, clarifying prohibited behaviors, adding Member/Owner and Renter/Lessee information, and adding wording applicable to GRF staff and GRF-contracted service providers while in the Mutuals.

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

Adopt 30-3182-1, Member/Owner (M/O) Responsibility for Renter/Lessee (R/L)

At its meeting on January 8, 2021, the Executive Committee recommended the GRF Board adopt 30-3182-1, Member/Owner (M/O) Responsibility for Renter/Lessee (R/L).

Ms. Stone MOVED, seconded by Mrs. Damoci, and carried unanimously by the Directors present—

TO adopt 30-3182-1, Member/Owner (M/O) Responsibility for
Renter/Lessee (R/L).

Approve GRF Election Materials

30-5025-3, Election Procedures, states that the Executive Committee (EC) “shall review and approve the election materials and the election process.”

The Executive Committee reviewed drafts of the 2021 election documents and unanimously recommended the GRF Board of Directors to approve the following election materials:

- 2021 GRF Election Schedule
- 2021 Mutual Election Schedule (provided to show Mutual deadlines compared to GRF)
- 2021 GRF Board of Director Application for Candidacy
- 2021 GRF Candidate Instructions/ Timeline
- 2021 Board Eligibility Disclaimer
- 2021 GRF Election Article (scheduled for publication 3/4/2021- 04/01/2021)
- 2021 GRF Sample Ballots

Documents that are included in the election packet for reference purposes, and will be the most current versions as of the preparation of the packets:

- GRF Director's Handbook (text only format)
- 30-5025-3, Election Procedures
- 30-5092-1, Code of Conduct
- 30-5092-3, Board of Directors Censure Procedure
- 2021 GRF Election Candidates
- Choice of Committee Assignment

NOTE: In February 2021, the GRF Board will unanimously award a contract to Accurate Voting Services to perform the general election services for years 2021, 2022, and 2023. In March 2021, the Executive Committee will be asked to recommend the Board to appoint Accurate Voting Services as the Inspectors of Election for the 2021 GRF Board of Directors election, as set forth in 30-5025-3.

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

TO approve the 2021 election materials and the election process for

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

the 2021 GRF Board of Directors election.

Award Election Provider Contract

The 2020 GRF and Mutual Board election season was the third year of a three-year contract with Accurate Voting Services, Inc. (AVS). Per the requirements of [Civil Code §5110](#), requests for proposals (RFP) for Inspectors of Elections for the 2021, 2022 and 2023 GRF and Mutual Board standard election cycles were submitted to three (3) qualified service providers. Two (2) of the three (3) providers respectfully declined to provide proposals (Exhibit 1).

AVS proposal (Exhibit 2) per the RFP, 2021, \$39,198; 2022, \$40,131; 2023, \$42,223 totaling \$121,552.

Note: AVS proposal does NOT include variables, example, postage, see proposal for full details.

At the special meeting of the Executive Committee on January 25, 2021, the Committee duly move and approved to recommend to the Board a three (3) year contract with AVS for Inspector of Election services.

Ms. Snowden MOVED, seconded by Mr. Friedman–

TO approve a three year contract with Accurate Voting Services, Inc.

as Inspector of Elections under [Civil Code §5110](#), in the amount of

\$121,552, per proposal dated January 14, 2021, and authorize the

President to sign the agreement.

One Board Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Recreation Committee

Amend 70-1445-1, Mission Park

At the regularly scheduled meeting of the Recreation Committee on January 4, 2021, the Committee recommended the GRF Board amend 70-1445-1, Mission Park, as presented.

Ms. Heinrichs MOVED, seconded by Mr. Massetti, and carried unanimously by the Directors present-

TO amend 70-1445-1, Mission Park, amending language to state that

“authorized residents” are authorized as users of the multi-use

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

facilities and indicating that 911, rather than GRF Security, be contacted in when persons are injured, as amended.

Security, Bus & Traffic Committee

Conceptual Approval – Contracted/Off-site Bus Service

At the January 13, 2021 meeting of the Security, Bus and Traffic Committee, the Committee duly moved to seek conceptual approval of the GRF Board for contracted off-property transportation service one day per week, as follows:

Off-property service to consist of a sixteen (16) passenger shuttle for seven (7) hours, one day per week, to originate at the GRF Amphitheater bus stop and provide transportation services to the Long Beach Market Place (Trader Joe's) shopping and entertainment locations, at an estimated annual cost of \$29,000, non-budgeted expense.

Mr. Massetti MOVED, seconded by Mr. Dodero -

TO conceptually approve contracted of-property bus service, one day per week, for seven (7) operational hours of service and authorize the Security Bus and Traffic Committee to fully develop the necessary agreements and to seek the Finance Committee's determination if sufficient non-budgeted operational funds would be available. The Security Bus and Traffic Committee shall return to the Board a formal request upon satisfying the following conditions:

- Finance Committee determination on the availability of non-budget operational funding to support the proposed transportation service (with possible cost recovery options).
- Public Health and Safety orders would allow for the full use of a sixteen-passenger bus.
- Complete contract for the proposed service.
- Compliance to insurance provisions as approved by the carrier.

Twelve Board Directors and the Executive Director spoke on the motion.

Golden Rain Foundation Board Meeting Minutes, January 26, 2021

The motion was carried unanimously by the Directors present.

EXECUTIVE DIRECTOR COMMENTS

The Executive Director did not provide additional comments.

BOARD MEMBER COMMENTS

Five Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned at 12:53 p.m.

Marsha Gerber, Corporate Secretary
Golden Rain Foundation
dfb 01.26.21



**SPECIAL BOARD OF DIRECTORS MEMBERS MEETING
GOLDEN RAIN FOUNDATION**
January 29, 2021

In accordance with Article V, Section 3, of the corporation by-laws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Golden Rain Foundation (GRF) Board of Directors was called to order by President Hopewell at 1:00 p.m. on Friday January 29, 2021, in Clubhouse Four and via Zoom.

ROLL CALL

Following the roll call, Corporate Secretary Gerber reported that Directors Hopewell and Gerber were present.

Directors Perrotti, Collazo (arrived at 1:09 p.m.) Pratt, Snowden, Stone, Thompson, Rapp, Slutsky, Dodero, Levine, Heinrichs, Damoci, Melody, Friedman, and Massetti participated via Zoom.

Director Isom was absent.

Seventeen Board members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ANNOUNCEMENTS

No announcements were made.

MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

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

No shareholder/members offered comments; no written comments were submitted prior to the meeting.

Consent Agenda: AB 3182 Ad hoc Committee

The amended consent agenda to amend 30-1001-5, Glossary of Terms, amend 50-3182-1, Member/Owner (M/O) Renter/Lessee (R/L) – Rules, and amend 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) – Fees, Fines and Deposits was approved, as amended.

Ms. Snowden MOVED, seconded by Ms. Rapp -

TO amend 70-1480-1, Arts and Crafts Festival, updating document language and identifying who may sell as “GRF legal resident”, as amended.

Two Directors spoke on the motion.

The motion was carried with one abstention (Collazo).

The Board concurred to remove consent agenda items 50-1651-4A, Seal Beach Mutual Lease Information and 50-1651-4, Seal Beach Mutual Seventeen- Lease Agreement and refer both to corporate counsel, for review.

COVID-19 Ad hoc Committee

FINAL VOTE: Adopt and Implement 70-1448-3R, Emergency Operational Rule – Mission Park, Phase Two

At the regularly scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the GRF Board proposed emergency action 70-1448-3R, to re-open Trust property as identified as the Mission Park under all applicable or more restrictive public health and safety orders.

At the regularly scheduled meeting of the GRF Board of Directors on November 24, 2020, the Board moved to review this request at the December 2020 Board meeting.

Ms. Snowden MOVED, seconded by Ms. Rapp -

TO adopt 70-1448-3R for Trust Property identified as the Mission Park, as amended.

Three Board Directors spoke on the motion.

The motion was carried unanimously by the Board Directors present.

DIRECTOR COMMENTS

Eight Board members offered comments.

The meeting was adjourned at 1:43 p.m.

Marsha Gerber, Corporate Secretary
GRF Board of Directors
01.29.21

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



February 23, 2021



Approved Consent Agenda

MOVED and duly approved the Committee/Board meeting minutes for the month of December 2020: the minutes of the December 11, 2020 Recreation Committee Board meeting, the minutes of the December 21, 2020 Executive Committee Board meeting, the minutes of the GRF Board of Directors meeting, dated December 23, 2020, the minutes of the Special GRF Board of Directors meeting, dated December 30, 2020, the GRF Board Report, dated January 26, 2021, acceptance of the Financial Statements, December 2020, for Audit, and the Reserve Funds Investment Purchase.

General – Reopening – Amphitheater (for Religious Services)

MOVED to approve the reopening of the Trust Property amenity identified as Amphitheater (for religious purposes) under emergency action 70-1448-3D and provisions of prevalent Orange County Public Health and safety orders.

General Reopening – Mission Park (Bocce Ball and Multi-Use Courts)

MOVED to approve the reopening of Trust Property amenity identified as Mission Park, including the Bocce Ball and Multi-Use Courts, under emergency action 70-1448-3C, and provisions of prevalent Orange County Public Health and safety orders.

General Reopening – Golf Course

MOVED to approve the reopening of Trust Property amenity identified as Turtle Lake Golf Course under emergency action 70-1448-3T, and provisions of prevalent Orange County Public Health and safety orders.

General Reopening – Veterans' Plaza

MOVED to approve the reopening of Trust property commonly identified as Veterans' Plaza, under emergency action 70-1448-3P, and provisions of prevalent Orange County Public Health and safety orders.

General Non-budgeted Funding, Fire Protection Service for Trust Property

MOVED to terminate the contract with National Fire Protection for failure to provide services and award a three-year contract, for a total not to exceed \$24,192, with All American Fire Systems, Operating funding, and authorize the President to sign the contract.

General Emergency Reserve Funding – Sewer Lift Station, Clubhouse Two

MOVED to ratify the emergency action and relative Reserve expenditures, in the amount of \$25,547, for the replacement of critical components of the Sewer Lift Station at Clubhouse Two, per Pumpman proposal 18115R1, dated January 13, 2021.

General Non-budgeted Funding, COVID Vaccinations

MOVED to approve \$50,000 of non-budget operational funding for the sole purpose to support actions of OC Heath and Optum to dispense the COVID-19 vaccine to community members on site.

Executive Committee Amend 30-5093-1, Member Rules of Conduct

MOVED to amend 30-5093-1, Member Rules of Conduct, clarifying prohibited behaviors, adding Member/Owner and Renter/Lessee wording, and adding wording applicable to GRF staff and GRF-contracted service providers while in the Mutuals.

Executive Committee Adopt 30-3182-1, Member/Owner (M/O) Responsibility for Renter/Lessee (R/L)

MOVED to adopt 30-3182-1, Member/Owner (M/O) Responsibility for Renter/Lessee (R/L).

Executive Committee Approve GRF Election Materials

MOVED to approve the 2021 election materials and the election process for the 2021 GRF Board of Directors election.

Executive Committee Award Election Provider Contract

MOVED to approve a three year contract with Accurate Voting Services, Inc. as Inspector of Elections under [Civil Code §5110](#), in the amount of \$121,552, per proposal dated January 14, 2021, and authorize the President to sign the agreement.

Recreation Committee Amend 70-1445-1, Mission Park

MOVED to amend 70-1445-1, Mission Park, adding renters/lessees as users of the multi-use facilities and indicating that 911, rather than GRF Security, be contacted in when persons are injured, as presented.

Security, Bus & Traffic Committee Conceptual approval – Contracted/Off-site Bus Service

MOVED to conceptually approve contracted off-property bus service, one day per week, for seven (7) operational hours of service and authorize the Security Bus and Traffic Committee to fully develop the necessary agreements and to seek the Finance Committee's determination if sufficient non-budgeted operational funds would be available. The Security Bus and Traffic Committee shall return to the Board a formal request upon satisfying the following conditions:

Finance Committee determination on the availability of non-budget operational funding to support the proposed transportation service, with possible cost recovery options, public health and safety orders would allow for the full use of a sixteen-passenger bus, complete contract for the proposed service, and compliance to insurance provisions as approved by the carrier.

Recap of GRF Committees' Activity

February 2021

January 1, 2021, Recreation Committee

- CONCURRED to request staff to schedule an Entertainment Subcommittee meeting and a Mini-farm Subcommittee meeting in February;
- MOVED to recommend the GRF BOD accept the Golden Age Foundation donation of \$6,500 for the purchase of an ice machine for Clubhouse Four;
- CONCURRED to review the Clubhouse Three outdoor storage area at the March Committee meeting;
- CONCURRED to review Conference Room C vendor at the March Committee meeting;
- MOVED to recommend the GRF BOD approve the proposed enhancements to Trust Property identified as Clubhouse Two Pool Room and adjacent multiuse room, pending a determination by the Finance Committee of the availability of Reserve and Capital funds;
- CONCURRED to review the Bocce Ball court installation project at a future meeting;
- CONCURRED to schedule the cardboard contest as an annual event;
- CONCURRED to forward the conceptual review of Clubhouse Three hallway as an art gallery to the Architectural Review and Design Committee;
- CONCURRED to forward the conceptual review of establishment of outdoor cases throughout the community to display resident's artwork to the Architectural Review and Design Committee;

- CONCURRED to schedule a work study to review the North Orange Continuing Education course schedule and corresponding Governing Documents;
- MOVED to recommend the GRF BOD award a contract to Mission Landscape Architecture in an amount not to exceed \$25,000, Capital Funding, for professional design services to draft plans for the improvements and enhancements to the exterior patio sections of Clubhouse Three and Clubhouse Six Southside patio entrances and Veterans Plaza, pending Finance Committee review;
- MOVED to recommend the GRF BOD authorize the use of Trust Property for the use of Tax preparation by the Golden Age Foundation for the 2021 tax year;
- CONCURRED to conceptually approve renovating the Sewing Room in Clubhouse Three and request the Library Operations Supervisor bring back cost to the next meeting;
- MOVED to approve the addition of a literary contest to the Library's 2021 schedule of events;
- CONCURRED to review the RV lot lease fees at the March Committee meeting;
- MOVED to approve the purchase of three (3) hawk perches and three (3) owl houses within the Mini Farms for \$1,200, Operating funds from CC747, 10.8 Acres, GL6410020;
- CONCURRED to review amending 70-1428-3, Clubhouse Art Displays, at the March Committee meeting.

CANCELLED: February 3, 2020, Governing Documents Committee

February 3, 2020, Physical Property Committee

- MOVED to approve the below projects: 645-20, Knowledge and Learning Center, 942-20, Pavi Project Phase Four, 951-20, Amphitheater Loft, and 957-20, Clubhouse Six – Fitness Center;
- MOVED to recommend the GRF BOD award a contract to Schlick's Services to install a fr standing 100-amp pedestal at the Golf Course to serve the fountains at the lake for a cost \$7,341 adding \$2,000 in contingencies for permit fees, engineering, or any unexpected item a total cost not to exceed \$9,341, pending Finance Committee review;
- CONCURRED to discuss roofs at the pool – Tesla/Solar, at the March Committee meeting;
- MOVED to recommend the GRF BOD award a contract to MJ Jurado for the modifications/ replacements at the RV Lot in the amount of \$86,540 adding \$5,000 contingency for a total cost not to exceed \$91,540, funding as approved by the Finance Committee;
- MOVED to recommend the GRF BOD award a contract to MJ Jurado to replace the entry gate at the Service Maintenance Yard adding an automatic closure for a total cost not to exceed \$20,000, including a \$1,000 for contingencies, Capital/Reserve Funding, pending Finance Committee review;
- CONCURRED to discuss the railing in front of the Administration at the March Committee meeting;
- CONCURRED to request the Facilities Director distribute the sewer system ownership information to each Mutual and recommend presenting the information at President's Counsel;
- CONCURRED to discuss structural evaluation of Clubhouses One and Two at the March Committee meeting;

CANCELLED: February 4, 2020, COVID-19 Ad hoc Committee

February 8, 2021, Mutual Administration Committee

- CONCURRED to review the relevancy of certain Stock Transfer Manager's staff report and requested to have included the cutoff date and up to date numbers in the report;
- CONCURRED to review of the Stock Transfer Report, Letters, at the March Committee meeting;
- CONCURRED to refer to the Finance Committee to audit the escrow sales commissions that brokers receive from sales;

- CONCURRED to discuss Notice of Disclaimer regarding Dual Ownership at the March Committee meeting;
- CONCURRED to re-send the Stock Transfer Fee, Non-Compliant Stock Transfer Packages, to Presidents' Council. The Executive Director will present to all Mutuals, at Presidents' Council, a revised Stock Transfer procedure wherein escrow companies;
- CONCURRED to discuss GRF ID renewal reminder at the March Committee meeting;
- CONCURRED to discuss AB 3182 at the March Committee meeting.

February 10, 2021, Security, Bus & Traffic Committee

- MOVED to recommend the GRF BOD adopt, as amended 80-5580-1, Entry Passes – Rules , 80-5580-2, Entry Passes – Fees, 80-5580-3, Entry Passes – Procedures, 80-1930-1, Traffic – Rules, 80-1930-3, Traffic – Procedures , 80-1937-1, Parking – Rules, 80-1937-2, Parking – Fines;
- MOVED to adopt 80-1937-3-3, Parking – Procedures, as amended and forward to the Executive Committee for approval as well as notifying of the department number changed (30-1937-3) and send to the GRF BOD for final approval;
- MOVED to recommend the GRF BOD rescind 80-5536-1, Guest Passes, 80-1920-1, Traffic Rules and Regulations, 80-1925-1, Traffic Rules and Regulations – Enforcement on Trust Property, 80-1927-1, Parking Rules for Trust Property, and 80-1928-1, Golf Cart and Low Speed Vehicle Rules, pending final adoption of replacement governing document.

February 11, 2021, Communications/ITS Committee

- MOVED to cancel publication of the 2021 Spotlight, because there will be no Amphitheater season to publicize in 2021;
- MOVED to publish a column in LW Weekly by noted LA Times writer Steve Lopez who is seeking input from LW residents on retirement;
- CONCURRED to discuss Tecnavia's proposed interface with LW Weekly online edition and lwsb.com at the next Committee meeting;
- CONCURRED to discuss Clubhouse Four dais survey at the next Committee meeting;
- CONCURRED to review the final Community Guide covers at the next Committee meeting;
- MOVED to accept the Community Guide option #2 (yellow roads), with the following revisions: identify major LW landmarks, change the map's orientation and make the main gate icon larger;
- CONCURRED to review the revised map at the next Committee meeting;
- CONCURRED to discuss implementation of the SMS text alerts at the next Committee meeting.

February 12, 2021, Finance Committee

- MOVED to recommend the GRF Board accept for audit and forward to the GRF Board the draft interim financial statements for period ending January 31, 2021, as presented by the Director of Finance, and as reviewed by the Finance Committee;
- MOVED recommended the GRF Board authorize the purchase of brokered CDs through Morgan Stanley totaling \$880,000 and through US Bancorp totaling \$520,000 of reserve funds, with terms ranging from twelve (12) to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors;
- MOVED to recommend the GRF Board authorize the purchase of brokered CDs through US Bancorp totaling \$300,000 of capital funds, with terms ranging from six (six) to twelve (12) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors;
- MOVED to refund the Co-Occupant fee in the amount of \$4,178, less the \$100 set up fee, for Mutual 0X-XXXX;

- MOVED to inform the GRF Board that the Finance Committee has determined \$25,000 of Capital Funds are available and have placed a temporary hold on these funds, pending Board action on the proposed project, identified as Professional design services for Clubhouse 3, South entrance patio, Clubhouse 3, Veterans' Plaza parking area, Clubhouse 6, East side patio, and Clubhouse 6, Parking lot, marquee;
- MOVED to inform the GRF Board that the Finance Committee has determined Capital Funds, in the amount of \$9,341, are available and have placed a temporary hold on these funds, pending Board action on the proposed project, to install a 100-amp free standing pedestal at the Turtle Lake Golf Course, to service the lake fountains, as being recommended to the Board by the Finance Committee, per this Committee's action request;
- MOVED to inform the GRF Board that the Finance Committee has determined Capital Funds, in an amount not to exceed \$3,000, are available and have placed a temporary hold on these funds, pending Board action, for the proposed purchase of updated workstations per the attached plans, as being recommended to the Board by the Finance Committee, per this Committee's action request;
- MOVED to inform the Board that the Finance Committee has determined additional Reserve Funds, in the amount of \$67,940, are available and have placed a temporary hold on these funds, along with the previously held funds of \$23,600, totaling \$91,540, pending Board action on the proposed project to replace and modify the existing entrance at the RV Lot, as being recommended to the Board by the Finance Committee, per this Committee's action request;
- MOVED to inform the Board that the Finance Committee has determined Reserve Funds, in the amount of \$20,000, are available and have placed a temporary hold on these funds, pending Board action on the proposed project, to replace the existing entrance Gate at the Service Maintenance Yard, as being recommended to the Board by the Physical Property Committee, per this Committee's action request;
- MOVED to inform the Board that the Finance Committee has determined \$200,000 of nonscheduled Reserve funds for the replacement of existing assets and components and \$75,000 of Capital Funds, for new equipment, supplies and/or materials, are available and have placed a temporary hold on these funds, pending Board action on the proposed project, identified as Trust property, CH2, Pool room renovation and Game room addition.

February 12, 2021, Executive Committee

- CONCURRED to review feedback on the "On Your Own" project at the next Committee meeting;
- MOVED to recommend the GRF BOD that the 401(k) plan investment advisory services be terminated with the current advisor, LPL Financial, as soon as the existing agreement allows for termination and that advisory services be approved by Burnham Gibson Wealth Advisors to act as advisors, as soon as is practical;
- MOVED to recommend the GRF Board renewal of the following GRF employee benefits plans for the plan year beginning April 1, 2021, and ending March 31, 2022: Anthem Blue Cross Medical new Low and existing High HMO Plans (Plan A), Guardian Dental HMO and PPO Plans, VSP Vision Plan, Basic Life and AD & D Insurance Plan, Long Term Disability Plan, Accident and Critical Illness Plan, Hospital Indemnity, Employee Assistance Plan, Voluntary Life Plan, VPI/Nationwide Voluntary Pet Insurance Plan, United Pet Care Pet Discount Program, Reimbursement of up to \$750 Hospitalization cost annually, per employee and Flexible Spending Account Plan;
- MOVED to recommend the GRF BOD amend 30-1220-1, Resident Specialist;
- MOVED to recommend the GRF BOD amend 30-3182-1 Member/Owner (M/O) Responsibility for Renter/Lessee (R/L).

February 16, 2021, Website Redesign Ad hoc Committee

- CONCURRED to request a StormBrain update of a larger font, more contrast in design & colors, highlighted links on homepage, better distinction between LWSB and GRF, moving the larger GRF logo to a drop-down menu, and changing 17 Mutuals to 16;
- CONCURRED to request to the IT Supervisor provide the Board members with a link of updated LWSB website, and further review this topic at the next Committee meeting.

Financial Recap

January 2021

Financial Recap – January 2021

As of the one-month period ended January 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$162,250

Major variances are:

Wages, Taxes & Benefits	90,820	Favorable: Wages \$53K; P/R Taxes \$6K; Workers' Comp \$5K; Group Ins \$27K; average FTE < budget by 22.7
Rental & Maintenance Expense	14,000	Favorable: Maintenance scheduled for later in the quarter.
Publication Printing	8,281	Favorable: Decrease in printing rates
Rental Income	13,652	Favorable: Increase in unit sales

Reserve Funds	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Repairs & Replacements	\$11,340,459	\$955,177	\$10,385,282	7

Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Improvements	\$3,147,960	\$838,066	\$2,309,894	8

Total year-to-date approved unbudgeted operating expenses are \$6,823.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE JANUARY 2021 FINANCIAL STATEMENTS
DATE: FEBRUARY 23, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on February 12, 2020, the Committee, in accordance with Policy 40-5115-3 and all applicable sections of the civil code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the January 2021 interim financial statements for audit.

I move that the GRF Board of Directors accept the January 2021 interim financial statements for audit.

Financial Recap – January 2021

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Major variances are:

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Capital Improvements	\$3,147,960	\$838,066	\$2,309,894	8

Total year-to-date approved unbudgeted operating expenses are \$6,823.

P.O. Box 2069
Seal Beach CA 90740

Description	
	Current Assets:
1122000	Cash & cash equivalents 140,125
	Non-Restricted Funds 54,362
	Receivables 628,376
1154100	Prepaid expenses 569,119
	Deferred Lease Revenue 4,421
	Inventory of maintenance supplies 445,941
	Total Current Assets 1,842,344
	Designated deposits
1211000	Contingency Operating Fund 1,000,000
	Reserve Fund 11,340,459
1212500	Capital Improvement Fund-GRF 3,147,960
	Total designated deposits 15,488,419
	Notes Receivable
1411000	Notes Receivable 69,517
	Total Notes Receivable 69,517
	Fixed Assets
	Land, Building, Furniture & Equipment 38,746,237
	Less: Accumulated Dep'n (23,565,952)
	Net Fixed Assets 15,180,285
	Other Assets
	Total Assets 32,580,565

P.O. Box 2069
Seal Beach CA 90740

Description	
Liabilities & Equity	
Current Liabilities:	
2140000	Accounts payable 367,690
	Project Commitments 563,740
	Prepaid Deposits 11,530
	Accrued payroll & payroll taxes 503,538
	Unearned Income 41,009
	Deferred Revenue-Other 5,000
2139000	Accrued expenses 167,085
	Accrued Legal Settlement 550,000
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	Total Current Liabilities 2,209,591
Total Liabilities	
	2,209,591
Equity	
Mutuals' Beneficial Interest	
3211000	Contingency Operating Reserve Equity 1,000,000
3212000	Reserve Equity 10,859,288
3394000	Capital Fund Equity 3,051,888
3310000	Beneficial Interest in Trust 14,785,024
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	Total Mutuals' Beneficial Interest 29,696,200
Membership interest	
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding 1,609,800
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	Additional paid-in-capital 4,648,351
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	Total Paid-in-Capital 6,258,151
Excess Income	
3910000	Current Year 8,212
	Excess Income / (Expense) Prior Year 602,940
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	Total Excess Income 611,152
3920000	Dep'n & Amortization (6,194,530)
Net Stockholders' Equity	
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	Total Liabilities & Stockholders' Equity 32,580,565
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Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended January 31, 2021

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2020	1,000,000	11,238,577	3,087,355	79,149	15,405,080
Funded: Assessments		41,663			41,663
Funded: Amenities Fees collected	(31)	63,356	63,356		126,712
Funded: M17 Lease Fees collected	(6)	1,485	1,485		2,970
Funded: Interest on Funds		6,952	635		7,587
Expenditures		-	(8,676)		(8,676)
Commitments		(11,574)			(11,574)
Donations		-	3,806		3,806
Transfers to/from Funds		-			-
Net Monthly Activity				(24,787)	(24,787)
Balance 01/31/2021	1,000,000	11,340,459	3,147,960	54,362	15,542,781
Net Activity	-	101,882	60,605	(24,787)	137,700

***Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended January 31, 2021***

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	194,487	304,933	(110,446)
Current Assets	17,330,763	17,329,300	1,463
Current Liabilities	2,209,591	2,501,493	(291,902)
Current Ratio	7.84	6.93	
Designated Deposits:	15,488,419	15,325,932	162,487
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,441,375	1,359,419	81,956	6.03
Expense	1,346,106	1,426,400	80,294	5.63
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	95,269	(66,981)	162,250	
Year To Date	Actual	Budget	Variance	%
Income	1,441,375	1,359,419	81,956	6.03
Expense	1,346,106	1,426,400	80,294	5.63
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	95,269	(66,981)	162,250	

Full Time Equivalents		
For the Month	Average	YTD
133.60	133.60	156.33



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE
DATE: FEBRUARY 23, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on February 12, 2021, the members discussed the current investment ladder and reserve funds available for investing to fill in the gaps in the investment ladder.

Following this discussion, the Committee passed a motion to recommend the GRF Board authorize the purchase of brokered CDs through Morgan Stanley, totaling \$880,000, and through US Bancorp, totaling \$520,000 of reserve funds, with terms ranging from twelve (12) to eighteen (18) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

I move to approve the purchase of brokered CDs through Morgan Stanley, totaling \$880,000, and through US Bancorp, totaling \$520,000 of reserve funds, with terms ranging from twelve (12) to eighteen (18) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

Reserve Funds Investment Ladder as of February 5, 2021

Term	Month	Investment		
		Amount	Rate	Loc
0	Feb-21	1,110,000	1.18%	U/M
1	Mar-21	735,000	1.12%	U/M
2	Apr-21	245,000	3.05%	U
3	May-21	485,000	1.55%	U
4	Jun-21	245,000	1.00%	U
5	Jul-21	530,000	1.38%	U/M
6	Aug-21	630,000	0.43%	U/M
7	Sep-21	245,000	1.00%	U
8	Oct-21	935,000	0.97%	U/M
9	Nov-21	624,881	0.21%	M
10	Dec-21	879,793	0.05%	M
11	Jan-22	510,000	0.05%	U
12	Feb-22	490,000	0.13%	U/M
13	Mar-22	-		
14	Apr-22	285,000	0.10%	U
15	May-22	245,000	0.10%	U
16	Jun-22	-		
17	Jul-22	245,000	0.10%	U
18	Aug-22	-		
19	Sep-22	-		
20	Oct-22	-		
21	Nov-22	-		
22	Dec-22	-		
23	Jan-23	-		
24	Feb-23	-		
25	Mar-23	-		
26	Apr-23	-		
27	May-23	-		
28	Jun-23	-		
29	Jul-23	-		
30	Aug-23	-		
31	Sep-23	-		
32	Oct-23	-		
33	Nov-23	-		
34	Dec-23	-		
35	Jan-24	-		
36	Feb-24	-		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CAPITAL IMPROVEMENT FUNDS INVESTMENT PURCHASE
DATE: FEBRUARY 23, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on February 12, 2021, the members discussed the amount of liquid capital improvement funds available for investing and the current investment ladder.

Following this discussion, the Committee passed a motion to recommend to the GRF Board the purchase of brokered CDs through US Bancorp, totaling \$300,000 of capital funds, with terms ranging from six (6) to twelve (12) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

TO approve the purchase of brokered CDs from US Bancorp, totaling \$300,000 of capital improvement funds, with terms ranging from six (6) to twelve (12) months, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

Capital Funds Investment Ladder as of February 5, 2021

Maturity	Investment		
Term	Month	Amount	Rate
0	Feb-21		
1	Mar-21	249,000	1.60%
2	Apr-21		
3	May-21	245,000	0.05%
4	Jun-21	150,000	0.20%
5	Jul-21		
6	Aug-21		
7	Sep-21		
8	Oct-21	210,000	0.10%
9	Nov-21	200,000	1.80%
10	Dec-21		
11	Jan-22	200,000	0.01%
12	Feb-22	245,000	0.05%
13	Mar-22		
14	Apr-22		
15	May-22		
16	Jun-22		
17	Jul-22		
18	Aug-22		
19	Sep-22		
20	Oct-22		
21	Nov-22		
22	Dec-22		
23	Jan-23		
24	Feb-23		
25	Mar-23		
26	Apr-23		
27	May-23		
28	Jun-23		
29	Jul-23		
30	Aug-23		
31	Sep-23		
32	Oct-23		
33	Nov-23		
34	Dec-23		
35	Jan-24		
36	Feb-24		



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: ASSIGNMENT AND ASSUMPTION OF LEASE
DATE: FEBRUARY 11, 2021
CC: FILE

On August 28, 2018, through due GRF Board action, GRF entered into a lease agreement with Collaborative Care Services (Optum Care) (Exhibit A) for trust property commonly identified as the Health Care Center. Optum is requesting (Exhibit B), in accordance with the terms and conditions of the original agreement, Assignment and Assumption (Exhibit C) of the agreement by Monarch Management Services (Optum entity).

I move to approve the Assignment and Assumption of agreement and authorize the President to sign the agreement.

GOLDEN RAIN FOUNDATION LEASE

No. _____

HEALTH CENTER LEASE AGREEMENT

This Health Center Lease Agreement ("Agreement") is made on August 28, 2018, 2018, between GOLDEN RAIN FOUNDATION ("GRF" or "Landlord"), a California not for profit mutual benefit corporation, and COLLABORATIVE CARE SERVICES, INC. ("OPTUMCARE"), a California corporation, who agrees as follows:

RECITALS

- A. GRF is the Trustee of the premises located at 1661 Golden Rain Road, Seal Beach, California 90740 ("Premises"), sometimes referred to as the "Health Center on Golden Rain Road."
- B. OPTUMCARE wishes to lease the Premises subject to the terms and conditions set forth herein.

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

1. TERM.
 - a. Initial Term: The initial term of this Agreement shall be five (5) years, commencing October 1, 2018 and shall expire September 30, 2023, unless sooner terminated pursuant to the terms of this Agreement.
 - b. Renewal Term: Following the expiration of the Initial Term, and unless GRF terminates this Agreement under Section 1(c) below, OPTUMCARE shall have the option to renew the lease for an additional five (5) year term at a pre-agreed to rate of sixty thousand (\$60,000) per month. To invoke the option for the Renewal Term, OPTUMCARE shall notify GRF of its intent to extend the Agreement, in writing, pursuant to the notice provisions contained in Section 15 below, at least 180 days prior to the expiration of the Initial Term. Additional Renewal Terms may be only effected by the written agreement of both parties.
 - c. Termination: This Agreement may be terminated by either party by providing written notice of intent to terminate to the other party at least 180 days prior to the expiration of the Initial Term or any Renewal Term, pursuant to the notice provisions contained in Section 15 below. If a party gives a notice under this Section 1(c), then this Agreement will terminate on

GOLDEN RAIN FOUNDATION LEASE

No. _____

the last day of the then-current term.

2. ACCEPTANCE OF PREMISES. OPTUMCARE has examined the Premises, acknowledges that the Premises are in good condition and repair, and fully accepts the Premises in its present condition.
3. RENT.
 - a. Monthly Rent: For the period of the Initial Term, OPTUMCARE shall pay to GRF a monthly rental payment in the amount of \$55,000, by the first of each month during the term of this Agreement.
 - b. Renewal Term Rent: In the event this Agreement is extended for a Renewal Term, OPTUMCARE shall pay to GRF a minimum rental of \$60,000, per month payable in equal installments payable on or before the first each month and is subject to late fees of ten percent (10%) of the balance due as additional rent if not paid within ten (10) days after the due date.
 - c. GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.
 - d. Payments: Rent payments shall be sent to GRF at the following address:

Golden Rain Foundation
Attn: Cashier
PO Box 2069
Seal Beach, CA 90740
4. USE. The Premises shall be used for the purpose of providing medical services for the benefit of and restricted to GRF members, qualified GRF member occupants, any persons designated under Civil Code Section 51.3 as a "qualified permanent resident," all lawful residents of Seal Beach Leisure World, GRF member applicants, employees, limited number of age restricted past GRF members and/or non-members (as mutually agreed to by both parties) and the dependents and visitors of GRF members requiring emergency treatment (hereinafter "Eligible Patients").
 - a. Required Services: OPTUMCARE agrees to provide general management and administrative services for the maintenance and creation of a medical treatment facility for the Eligible Patients and said services shall all be provided at standards not less than the current levels presently maintained in the operation of a health center and which have been maintained

GOLDEN RAIN FOUNDATION LEASE

No. _____

historically at the Premises. OPTUMCARE acknowledges that the standard of medical care provided to the Eligible Patients is of primary importance to GRF with respect to this Agreement. OPTUMCARE agrees that the standard of medical care shall be consistent with community standards for health care practitioners in the Orange County, California community. At all times while this Agreement is in effect, OPTUMCARE acknowledges and agrees that the following services shall be made available to the Eligible Patients within the Premises:

- i. Medical health center and services;
 - ii. Health education;
 - iii. Optical service;
 - iv. Transportation system to/from OPTUMCARE;
 - v. Insurance claims services as to all forms of health insurance;
 - vi. Pharmacy services;
 - vii. Home health care, including visiting nurses;
 - viii. Laboratory;
 - ix. Physical Therapy; and
 - x. Expansion and/or deletion services through the mutual agreement of OPTUMCARE and GRF.
- b. Compliance With Law: OPTUMCARE shall not permit the Premises to be used for an unlawful activity and any personnel of OPTUMCARE that conflicts with any GRF policies pertaining to the Premises.
- c. Prohibition Against Nuisance: OPTUMCARE shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises. OPTUMCARE shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of nearby property, or in any manner that violates the law.
5. INDEPENDENT CONTRACTOR. OPTUMCARE shall operate as an independent contractor, maintaining its own corporation as a distinct and separate entity from GRF. OPTUMCARE acknowledges and agrees that all acts by OPTUMCARE are as a fully independent corporation and that it has no ties, obligations and/or working relationship with GRF independent of this Agreement. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of OPTUMCARE or its personnel. Further, OPTUMCARE acknowledges and agrees that its employees, staff and agents shall

GOLDEN RAIN FOUNDATION LEASE

No. _____

have no authority to enter into contracts on behalf of GRF or to create obligation on the part of GRF.

6. **MAINTENANCE.** OPTUMCARE shall be responsible, at its own cost and expense, for all maintenance, cleaning, repair and upkeep of the Premises. OPTUMCARE's maintenance obligations include the following:
 - a. OPTUMCARE shall be liable for any damage to the Premises resulting from the acts or omissions including but not limited to; OPTUMCARE, its employees, service providers, contractors, staff and/or Eligible Patients.
 - b. If OPTUMCARE proposes a change to the exterior of the Premises or a structural modification to the building, it must first obtain the prior written approval of GRF
 - c. GRF and OPTUMCARE agree that OPTUMCARE shall make certain improvements to the Premises as part of OPTUMCARE'S occupancy of the Premises, including, without limitation replacing the Premises roof and HVAC systems (collectively, the "Initial Alterations"). GRF hereby consents to OPTUMCARE'S performance of the Initial Alterations. OPTUMCARE shall perform the Initial Alterations in a good and worker-like manner, with appropriate contractors and design professionals reasonably selected by OPTUMCARE, at OPTUMCARE'S expense and pursuant to schedules reasonably established and, from time-to-time adjusted, by OPTUMCARE.
7. **EQUIPMENT.** GRF agrees that all existing, new and/or additional equipment at the health center in the Premises shall remain at all times the property of OPTUMCARE. If this Agreement is terminated, for any reason, OPTUMCARE shall have the right to sell such equipment and GRF shall have the option, but not the obligation, to purchase such equipment at the fair market value.
8. **DEATH NOTIFICATION.** OPTUMCARE shall make a reasonable effort to notify GRF in writing in the event of a death of one of its Eligible Patients at the Premises. Time is of the essence with respect to this provision.
9. **UTILITIES AND SERVICES.** OPTUMCARE will pay for all heat, light, power and water necessary for the operation of the Premises. OPTUMCARE shall not be responsible for any common areas servicing the Premises, such as a parking lot or other area necessary for ingress or egress to the Premises or where the Premises are located.

GOLDEN RAIN FOUNDATION LEASE

No. _____

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

11. INDEMNITY & INSURANCE.

- a. Indemnity: OPTUMCARE on behalf of itself and its directors, officers, members, employees, agents, personnel, successors, and assigns, agrees to indemnify, defend with reasonably acceptable counsel, and hold harmless GRF and its Board members, directors, officers, agents, managers and employees from claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments and reasonable attorneys' fees to the extent caused by OPTUMCARE under this Agreement.
- b. Liability Insurance: OPTUMCARE, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement, general liability insurance against any and all claims for injuries to persons or damages to property occurring in, upon or about the Premises, as well as for all damages related to medical malpractice or malpractice of any other kind. GRF shall be named as an additional insured on OPTUMCARE's general liability policy or policies and shall provide a certificate of insurance to GRF upon execution of this Agreement. OPTUMCARE's policies, as required herein, shall not be canceled, including without limitation, for nonpayment of premium, or materially amended without thirty (30) days' prior written notice to GRF. Said insurance shall at all times be in an amount of not less than \$50 million with respect to damage to property. OPTUMCARE shall also maintain workers' compensation insurance in statutory form.
- c. Property Insurance; Waiver of Claims/Subrogation. Throughout the Term, OPTUMCARE shall procure and maintain "all-risk" commercial property insurance for the Premises in the amount of the full replacement value of the Premises, as the value may exist from time to time. GRF and OPTUMCARE do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by customary and commercially reasonable "all risks" property insurance. The risk to be borne by each party shall also include the satisfaction of any deductible amounts required to be

GOLDEN RAIN FOUNDATION LEASE

No. _____

paid under such insurance, and each party agrees that the other party shall not be responsible for satisfaction of such deductible. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by "all risks" property insurance of the type required by this Agreement.

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

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

- a. Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that OPTUMCARE perform the provisions of this Agreement or surrender the premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless GRF so elects in the Notice.
- b. GRF shall have the following remedies if OPTUMCARE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

GOLDEN RAIN FOUNDATION LEASE

No. _____

- i. GRF may terminate this Agreement and OPTUMCARE's right to possession of the premises at any time upon the giving of thirty (30) days' notice to quit.
- ii. No act by GRF other than giving notice to OPTUMCARE shall terminate this Agreement.
- iii. GRF, at any time after OPTUMCARE commits a default, can cure the default at OPTUMCARE's cost. If GRF at any time, by reason of OPTUMCARE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by OPTUMCARE shall be due immediately from OPTUMCARE to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

14. **RIGHT OF ENTRY.** GRF and its authorized representatives shall have the right to enter the premises at all reasonable times to determine whether the premises are in good condition and whether OPTUMCARE is complying with its obligations under the Agreement.

15. **NOTICE.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail. Written notices shall be directed to the following addresses:

To GRF:	Golden Rain Foundation Attn: GRF President 13531 St. Andrews Drive Seal Beach, CA 90740
To OPTUMCARE:	Lease Administration - MN008-W310 9900 Bren Road East Minnetonka, MN 55343
Copy to:	Ray Chicoine, President 11 Technology Drive Irvine, CA 92618

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

16. **WAIVER.** No delay or omission in the exercise of any right or remedy of GRF on any default by OPTUMCARE shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by OPTUMCARE requiring

GOLDEN RAIN FOUNDATION LEASE

No. _____

GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by OPTUMCARE. Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

17. **ATTORNEY'S FEES.** The prevailing party in any action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.
18. **MISCELLANEOUS.** This Agreement and all exhibits thereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
19. OPTUMCARE is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA") and in order for OPTUMCARE to comply with HIPAA, OPTUMCARE must restrict access to the portions of the Premises where patient medical records are kept or stored. GRF hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, except when accompanied by an authorized representative of OPTUMCARE, neither GRF nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by OPTUMCARE as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy Laws. GRF further agrees to comply with the provisions of HIPAA and all applicable medical privacy Laws in connection with GRF's entry into the Premises and to comply with all of OPTUMCARE's policies and procedures with respect to confidentiality of health information in connection with GRF's entry into the Premises.

GOLDEN RAIN FOUNDATION LEASE

No. _____

GOLDEN RAIN FOUNDATION

Linda Stue

President (signature)

Print

Print Linda Storde

Date

8.28.18

COLLABORATIVE CARE SERVICES, INC.

R. F. Cheever

President (signature)

21

Ray Chicoine

Date

8/28/18





Kristen Morris
Special Counsel

Akerman LLP
1900 16th Street
Suite 1700
Denver, CO 80202

T: 303 260 7712
F: 303 260 7714

February 9, 2021

VIA CERTIFIED MAIL

Golden Rain Foundation
Attn: GRF President
13531 St. Andrews Drive
Seal Beach, CA 90740

Re: That certain Health Center Lease Agreement ("Lease") by and between Golden Rain Foundation ("Landlord") and Collaborative Care Services, Inc., dated as of August 28, 2018, for the premises located at 1661 Golden Rain Road, Seal Beach, California.

Dear Landlord:

Our firm represents Collaborative Care Services, Inc., the tenant under the above-referenced Lease. Enclosed please find the final version of the Assignment and Assumption of Lease, negotiated with Monarch Management Services, Inc., an OptumCare entity. Please provide Landlord's consent by executing on page 6 and returning an executed copy of the Landlord's signature to my attention at kristen.morris@akerman.com. If you have any questions, please contact me at 303-260-7712.

Sincerely,

Kristen Morris
Special Counsel

Enclosure: Assignment and Assumption of Lease

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “Assignment”) is made as of the later of the last date of execution of this Assignment and the date Landlord’s (as defined below) consent is obtained (the “Effective Date”), among Collaborative Care Services, Inc., a Delaware corporation (“Assignor”) and Monarch Management Services, Inc., a Delaware corporation (“Assignee”).

Recitals

WHEREAS, Assignor leases the building on the real property commonly described as 1661 Golden Rain Road, Seal Beach, California 90740 (the “Premises”) consisting of approximately 29,850 square feet of space under that certain Health Center Lease Agreement dated August 28, 2018 (the “Lease”), between Assignor and Golden Rain Foundation (“Landlord”), a true and complete copy of which is attached hereto as Exhibit A; and

WHEREAS, Assignor desires to assign its interest under the Lease to Assignee and Assignee wishes to assume all obligations of the Assignor under the Lease.

Agreements

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor shall be deemed to have assigned to Assignee all of Assignor’s rights, title and interest under the Lease and to the Premises, together with any options and lease security as set forth therein. Assignor shall indemnify, defend and hold harmless Assignee from all claims, demands, actions, causes of action, damages, liabilities and reasonable fees (including reasonable attorneys’ fees) and costs (collectively, “Claims”) arising or resulting under the Lease with respect to periods, events or circumstances occurring before the Effective Date.
2. Assumption. Effective as of the Effective Date, Assignee (i) hereby agrees to perform all of Assignor’s covenants and obligations under the Lease, (ii) hereby assumes all of Assignor’s liabilities and obligations and rights, title and interest under the Lease and to the Premises, and (iii) shall be considered the tenant under the Lease. Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all Claims under the Lease arising from events occurring on or after the Effective Date.
3. Modifications. Assignor further agrees that Landlord and Assignee may change, modify or amend the Lease in any way, including the rent to be paid thereunder, without notice to or consent of Assignor, and without releasing or relieving Assignor from its liabilities or obligations under the Lease.
4. Amendments to Lease. Except as modified by this Assignment, all terms and conditions of the Lease shall remain in full force and effect.

5. Notices. From and after the Effective Date, all rent invoices, bills and notices to be sent to the tenant under the Lease shall be sent to Assignee at the following address:

Jones Lang LaSalle Americas, Inc.
c/o United HealthCare Svcs Inc.
9900 Bren Road East
MN008-W310
Minnetonka, MN 55345
Attn: Lease Administration – USACA764

With a concurrent copy to: Lease.Administration@UHC.com
Subject: Occupation ID# USACA764

6. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of the parties hereto.
7. Headings. All paragraph headings contained herein are for convenience of reference only and shall not be considered in the interpretation of the provisions of this Assignment.
8. Further Instruments. The parties hereto shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Assignment.
9. Applicable Law. This Assignment shall be interpreted, governed and enforced in accordance with the laws of the State of California.
10. Incorporation. The Recitals and Exhibit A are hereby incorporated into the body of this Assignment.
11. Third Party Consents. The parties hereto each represent and warrant to each of the other parties that all consents required, if any, from lenders, mortgagees and ground owners, and any other holders of liens or encumbrances on, against or affecting the Premises have been obtained for execution and performance of this Assignment. Each party agrees to indemnify, defend and hold each of the other parties harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon such indemnifying party's failure to obtain all such required consents.
12. Assignor Certifications. Assignor hereby certifies to Assignee that Assignor is not in default under the Lease and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Assignor under the Lease.
13. Authority. The individuals signing below on behalf of the parties hereto represent and warrant that they have the authority and power to bind their respective party.
14. Counterparts. This Assignment may be executed electronically or otherwise in any number of counterparts via facsimile or electronic transmission or otherwise, each of

which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Landlord's Consent. As of the Effective Date, Landlord hereby consents to the Assignment by Assignor to Assignee, and the assumption by Assignee, of Assignor's rights and obligations under the Lease upon the terms contained herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized persons as of the dates set forth below to have effect as of the Effective Date.

Assignor:

COLLABORATIVE CARE SERVICES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

[Assignee Signature on the Following Page]

Assignee:

MONARCH MANAGEMENT SERVICES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

By execution below, Landlord hereby consents to the assignment of the Lease to the Assignee on the terms and conditions set forth in this Assignment.

Landlord:

GOLDEN RAIN FOUNDATION,
a California nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEASE

(attached)

A-1



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: AMEND 30-1022-3, PETITIONS
DATE: FEBRUARY 9, 2021
CC: FILE

At its work study meeting on January 27, 2021, the AB 3182 Ad hoc Committee duly moved and recommended to the GRF Board of Directors to amend 30-1022-3, Petitions.

I move to amend 30-1022-3, Petitions, establishing that Renter/Lessees, Co-occupants, and Qualified Permanent Residents are not valid signatories to petitions.



ADMINISTRATION

Petitions

1 **Renter/Lessees, Co-Occupants and Qualified Permanent Residents are not valid**
 2 **signatories. Individuals presenting the petition should require signers to show a**
 3 **valid Golden Rain Member ID Card.**

4

5

6 **1. PETITIONS**

7 Petitions directed to the Golden Rain Foundation (GRF) Board of Directors (BOD)
 8 or Committees must include the following information:

9

10 1.1. GRF Member/Owner's full name (printed and signature);

11 1.2. Mutual number;

12 1.3. Apartment number.

13

14 The individual, or representative of a club or organization, must be present at all times when
 15 soliciting a petition. The GRF reserves the right to remove any petition left unattended.

16

17 The name and address of the individual presenting the petition to the GRF must be
 18 included on the petition.

19

20

Document History

Adopted:	21 Jul 98	Amended:	98 Feb 18	Reviewed:	26 Apr 16
Amended:	12 May 17	Amended:	23 Jul 19	Amended:	27 Aug 19

21

Keywords: Petition



Golden Rain Foundation

Golden Rain Foundation Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 70-1400-1 USE OF GRF (TRUST) FACILITIES
DATE: FEBRUARY 9, 2021
CC: FILE

At its work study meeting on January 27, 2021, the AB 3182 Ad hoc Committee duly moved and recommended to the GRF Board of Directors to amend 70-1400-1, Use of GRF (Trust) Facilities.

I move to amend 70-1400-1, Use of GRF (Trust) Facilities, updating document language, adding Mutual Renter/Lessees conditions for use of Trust facilities, and clarifying that Permitted caregiver residents and non-resident health care providers are not entitled to use of any Trust facilities, as presented, and pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.



RECREATION

Use of GRF (Trust) Facilities

The Trust facilities of the Golden Rain Foundation (GRF) are maintained for the use of stockholder/members residents of Seal Beach Leisure World with the following qualifications-exceptions:

1. CO-OCCUPANTS

Persons, as defined in California Civil Code Section 51.3 who are not stockholders/Mmembers/Onwers (M/O) but are approved by the Mutuals to reside with a stockholder/member M/O, shall be entitled to use all of the Trust facilities upon payment of the Trust Property Use Fee (TPUF), a fee equal to the Amenities Fee listed in 40-5061-2.

2. QUALIFIED PERMANENT RESIDENTS

Persons who are not senior citizens as defined in California Civil Code Section 51.3, eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3, and approved by the Mutuals, shall be entitled to use all of the Trust facilities upon payment of TPUF, a fee equal to the Amenity Fee listed in 40-5061-2.

3. HEALTH CARE PROVIDERS

~~Permitted health care residents, as defined in California Civil Code Section 51.3, and non-resident health care providers, shall be required to obtain Service Passes and are not entitled to use any of the Trust facilities.~~

4.3. MUTUAL SEVENTEEN LESSEES (LEASED PRIOR TO 01-01-2021)

Mutual Seventeen Lessees shall be entitled to use all of the Trust Property facilities upon payment of ~~the Annual a Lessee Amenities Fee~~, as specified in 40-5061-2.

4. MUTUAL RENTER/LESSEES (R/L) (LEASED AFTER 12-31-2020)

Mutual R/Ls shall be entitled to use all of the Trust facilities upon payment of the TPUF.

5. CAREGIVERS

Permitted caregiver residents, as defined in California Civil Code Section 51.3, and non-resident health care providers, shall be required to obtain Service Passes and are not entitled to use any of the Trust facilities.

Document History

Adopted: 31 Jan 95 Amended: 22 May 18 Amended: 23 Jul 19
Amended: 28 Jan 20 Reviewed: 08 Sept 20

Keywords: Co-Occupant ~~Health Care~~- Caregiver Qualified
(Sep 20) **GOLDEN RAIN FOUNDATION Seal Beach, California**

RECREATION

Use of GRF (Trust) Facilities

| Provider

Permanent
Resident

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 70-1406-1, LIMITATIONS ON USE OF TRUST PROPERTY - RULES
DATE: FEBRUARY 9, 2021
CC: FILE

At its work study meeting on January 27, 2021, the AB 3182 Ad hoc Committee duly moved and recommended to the GRF Board of Directors to amend 70-1406-1, Limitations on Use of Trust Property - Rules.

I move to amend 70-1406-1, Limitations Use of GRF (Trust) Facilities, updating document language, updating the Trust Facilities which legal residents in good standing may use, establishing a minimum age for table tennis use, adding radio-controlled device usage as prohibited and establishing rules for reservations of Clubhouses for bingo games. Further, the rules include notice that the Recreation Committee and/or Department must approve revenue-generating reservations, personal trainers, and use of any Clubhouse by GAF on holidays, as presented, and pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

RECREATION

Limitations on Use of Trust Property – Rules

1 Limitations have been placed on certain Golden Rain Foundation (GRF) Trust facilities. The
 2 Recreation Department (RD) is authorized to verify the status of any user and may enlist the
 3 Security Department (SD) and/or other agencies to enforce this policy.
 4

5 **1. THE FOLLOWING TRUST FACILITIES ARE PROVIDED FOR THE USE OF GRF**
 6 **MEMBERLRS LEGAL RESIDENTS (LR) ONLY IN GOOD STANDING:**

- 7
- 8 1.1. Car wash;
 9 1.2. Fitness Center ~~Exercise room~~ (Policy 70-1466-1);
 10 1.3. Golf course (Policy 70-1429.01-1 & 70-1429.02-1);
 11 1.4. Lapidary room/art room/ceramics room;
 12 1.5. Swimming pool (Policy 70-1468-1);
 13 1.6. Woodshops;
 14 1.7. Multi-use Court;
 15 1.8. Bocce Ball Court;
 16 1.9. Library/Veterans' Plaza;
 17 1.10. Knowledge and Learning Center/Test Kitchen;
 18 1.11. RV Lot/1.8 Acres;
 19 1.12. Golf hitting cage.

20 All other Trust facilities are provided for the use of GRF MemberLRs in good standing
 21 and their guests who are at least eighteen (18) years old except for private functions and
 22 twelve (12) years old for use of table tennis. MemberLRs must be present at all times
 23 when guests are using these facilities.

24 Caregivers may assist MemberLRs who use the facilities and remain with them, but they
 25 may not use the above facilities themselves.

26 Special events take precedence when approved by the RD.

27 **2. DUE TO SAFETY FACTORS, THE FOLLOWING LIMITATIONS MUST BE ADHERED**
 28 **TO:**

- 29
- 30 2.1. Power equipment, such as the equipment used in the lapidary room, woodshop
 31 or ~~exercise room~~Fitness Center, shall not be used except under the supervision
 32 of a RD approved attendant or supervisor;
 33 2.2. Football, baseball, soccer, hockey, ~~basketball~~ and other contact sports may not
 34 be played on GRF Trust property due to the possibility of injury to MemberLRs
 35 and/or guests;
 36 2.3. Risers may not be stacked upon one another for any activity in a clubhouse;
 37 and
 38 2.4. Use of skateboards, razor-type scooters, roller skates, hoverboards, a Segway,
 39 or roller blades or radio-controlled devices are prohibited on all Trust property.

RECREATION

Limitations on Use of Trust Property – Rules

45

46 **3. THE FOLLOWING LIMITATIONS MUST BE ADHERED TO FOR CRAFT FAIRS,**
 47 **FLEA MARKETS, RUMMAGE SALES, AND SWAP MEETS EXCLUDING THE GRF**
 48 **ARTS AND CRAFTS FESTIVAL: (POLICY 70-1480-1)**

- 49
- 50 **3.1.** Will not be allowed for a four-week period prior to the GRF Arts and Crafts
 51 Festival;
- 52 **3.2.** The maximum number of tables allowed shall be approved by the RD;
- 53 **3.3.** All items for sale must be sold by GRF MemberLRs; and
- 54 **3.4.** Operations will be monitored by the RD to ensure that all rules are followed.

55

56 **4. QUALIFYING GRF CLUBS/ORGANIZATIONS MAY RESERVE CLUBHOUSES**
 57 **SPACE FOR THE PURPOSE OF CONDUCTING BINGO GAMES UNDER THE**
 58 **FOLLOWING CONDITIONS:**

- 59
- 60 **4.1.** The Club or Organization must be exempted from the payment of the bank and
 61 corporation tax pursuant to California Penal Code Section 326.5;
- 62 **4.2.** All receipts from bingo games must be used for charitable purposes;
- 63 **4.3.** Specifically, all profits from the game must be used to directly benefit
 64 shareholder/GRF LRs, in consideration of which the profits may be donated to
 65 various Leisure World charitable organizations;
- 66 **4.4.** Golden Rain Foundations, and specifically the Recreation Committee reserves
 67 the right to determine what organizations may be recipients of the profits in the
 68 case of a dispute;
- 69 ~~The Club or Organization must obtain and present a valid gaming permit used-~~
 70 ~~by the City Council of the City of Seal Beach, pursuant to Seal Beach Municipal~~
 71 ~~Code Section 7.20.40(D)(2);~~
- 72 **3.4.4.5.** No Club or Organization will be permitted to conduct bingo games more than
 73 12 hours per calendar month.

74

75 **4.5. CLUBHOUSE RULES**

76

77 The following rules are to be posted in all clubhouses for the information and guidance
 78 of all concerned:

- 79
- 80 **4.1.5.1.** Clubhouse lobbies will be available for reservations with RD head approval.
 81 Lobby furniture may only be moved by custodial staff;
- 82 **4.2.5.2.** Dining and kitchen facilities shall be cleaned by the reserving memberLR after
 83 being used. (Policy 70-1411-1);
- 84 **4.3.5.3.** Clubhouse One (1) and Clubhouse Two (2) Picnic Area shall be cleaned by
 85 the reserving memberLR after being used, except for the BBQ;
- 86 **4.4.5.4.** BBQ's will be cleaned by the custodians after it has cooled down;
- 87 **4.5.5.5.** The regulation of the thermostats shall only be controlled by the custodian on
 88 duty;

RECREATION

Limitations on Use of Trust Property – Rules

- 89 **4.6.5.6.** Malfunctioning and/or damaged equipment shall be reported to the custodian
90 or the RD;
- 91 **4.7.5.7.** Items shall not be hung on window coverings or partitions at any time;
- 92 **4.8.5.8.** Only blue low tack painters' tape shall be used to attach items to the walls – no
93 other type of adhesive is authorized. Push pins or tacks may be used to attach
94 items to the soundproofing panels. No push pins or tacks can be used on walls.
95 Any cost to repair will be charged to reserving party;
- 96 **4.9.5.9.** Items shall not be stored in any area of any Clubhouse without RD approval;
- 97 **4.10.5.10.** Decibel sound levels inside clubhouses and outdoor entertainment areas
98 should not exceed eighty (80) decibels and will be monitored by staff on duty;
- 99 **4.11.5.11.** Children under the age of eighteen (18) years shall remain under the
100 constant visual supervision of an adult;
- 101 **4.12.5.12.** No Smoking (Policy 70-1412.02-1);
- 102 **4.13.5.13.** Only licensed Service or Emotional Support Animals, duly registered with
103 Stock Transfer, are permitted in or on Trust property. (Policy 50-1023-1);
- 104 **4.14.5.14.** Power-driven mobility devices operated inside the clubhouses shall display
105 an authorized handicap decal issued by the SD. The vehicle shall be operated
106 at the lowest possible speed at all times within a clubhouse. Electric wheelchairs
107 are exempted;
- 108 **4.15.5.15.** Any person, persons or activities which disturb an event shall be brought to
109 the attention of the custodian or the SD;
- 110 **4.16.5.16.** All damages, repairs or unusual cleaning costs shall be the responsibility
111 of the reserving Member~~LR~~;
- 112
- 113 **4.17.5.17.** Member~~LR~~s shall notify the RD when a caterer will be used. (Policy 70-
114 1431-1);
- 115 **4.18.5.18.** Candles shall only be used in Trust facilities without carpeting;
- 116 **4.19.5.19.** GRF reserves the right to disallow the use of Trust property to any Member~~LR~~ at
117 any time; and
- 118 **4.20.5.20.** GRF and custodial staff meal and break periods must be adhered to without
119 interruption (California Labor Laws)

5.6. SPECIFIC RULES OF CLUBS OR ORGANIZATIONS USING TRUST PROPERTY

121 Any club or organization using Trust property cannot make rules or regulations that
122 conflict with the established rules and regulations of the GRF.

123 Neither the GRF, nor staff employed by the GRF, may become involved with enforcement
124 of club or organization rules or regulations.

6. ELIGIBLE CLUBS AND ORGANIZATIONS

131 GRF Trust facilities shall be maintained and preserved for the social, cultural and
132 recreational benefit of all GRF Member~~LR~~s. Rules shall be reasonable, and yet not allow

RECREATION

Limitations on Use of Trust Property – Rules

for exploitation of Member~~LRs~~ by individuals, groups, clubs or organizations.

Standard practices to be followed by clubs or organizations using GRF Trust facilities shall include the following:

- 6.1. The club or organization shall have a defined purpose. A current annual application, with bylaws attached, must be filed with the RD.
- 6.2. There shall be an annual business meeting, including election of at least three (3) officers, and financial accounting to Member~~LRs~~ of the club or organization of all funds.
- 6.3. The club or organization shall specify a regularly scheduled meeting time and place.
- 6.4. The RD shall be kept informed of any change of officers, By-laws or purpose of the club.
- 6.5. Although Member~~LRs~~ are allowed to invite guests, no club may advertise or publicize its activities so as to infer its member~~LR~~ship or events are open to non-GRF Member~~LRs~~.
- 6.6. Caregivers cannot belong to any club.
- 6.7. Should a complaint be lodged by a member~~LR~~ of a club for any reason, the RD can require all pertinent detailed documentation needed to resolve the complaint:
 - 6.7.1. If a club refuses to comply with the request, they can have their use of Trust property suspended until they do;
 - 6.7.2. If the complaint is found to be valid, the club will be given 30 days to remedy;
 - 6.7.3. If the club fails to comply, the club's status as a recognized club in LW may be terminated, and all further use of Trust property will cease;
 - 6.7.4. The Club has the right to appeal the RDs' decision to the Recreation Committee. Appeal must be in writing to the Recreation Committee Chair; and
 - 6.7.5. A final appeal to the GRF Board, must be requested in writing to either the Executive Director or GRF President.
- 6.8. GRF reserves the right to disallow the use of any Trust property to any club or organization at any time.

7. USE OF CLUBHOUSE FACILITIES BY OUTSIDE ORGANIZATIONS

GRF Member~~LRs~~ in good standing that belong to an organization outside of the community may be permitted to reserve a clubhouse facility once each calendar year for an event by that organization if space is available, for a fee. Member~~LRs~~ are responsible for the organizations' activities and shall ensure that the organization follows all established rules relating to Trust property use. In the event that more than one Member~~LR~~ belongs to the same outside organization, that organization is still limited to

RECREATION

Limitations on Use of Trust Property – Rules

176 one invitation per calendar year.

177 There will also be a non-refundable usage fee depending on the number of attendees.
 178 See policy 70-1406-2.

180 **GRF SPONSORED ACTIVITIES**

182 **Revenue-generating reservations will be approved by the Recreation Committee.**

184 Member~~LR~~s are able to invite guests as long as the number of guests does not comprise
 185 a majority of the attendees.

187 **HOURS**

189 9.1. The clubhouses will be open for the use of Member~~LR~~s and guests
 190 accompanying them from 7:30 am to 10:00 pm.

191 9.2. Hours of operation for the ~~Exercise Room~~Fitness Center, Golf Course, and
 192 Swimming Pool will be determined administratively;

193 9.3. The ~~Exercise Room~~Fitness Center, Golf Course, Multi-use court, Bocce ball,
 194 and Swimming Pool will be limited to Member~~LR~~s. Caregivers or guests are not
 195 permitted to use these areas;

196 9.4. The ~~Exercise Room~~Fitness Center, Golf Course, and Swimming Pool will be
 197 closed Thanksgiving, Christmas and New Year's Day;

198 9.5. Any Trust facility may be closed at any time for maintenance;

199 9.6. No personal trainers are allowed in the ~~Exercise Room~~Fitness Center;
 200 personal trainers will be approved by the Recreation Department and
 201 the Recreation Committee;

202 9.7. The Amphitheater will be available for use by recognized clubs and
 203 organizations by reservation only. (Policy 70-1412.02-1);

205 9.8. The Golden Age Foundation can use the hospitality area in any
 206 Clubhouse, on any holiday, for the benefit of the Member~~LR~~s, with
 207 approval of the Recreation Committee;

208 9.9. Clubhouses One (1), Two (2), Four (4), and Six (6), and building Five (5) will
 209 be closed Thanksgiving, Christmas and New Year's Day. Exceptions are at the
 210 discretion of the RD;

211 9.10. Any permanent operational time change(s) must be approved by the Recreation
 212 Committee.

213 10. **NOTICE OF CLOSING**

215 Whenever it may become necessary to close down or limit the use of any Trust facility
 216 for a non-emergency reason, advance notice of up to one month is to be given to the
 217 RD, who, will give proper notification to all concerned.

RECREATION

Limitations on Use of Trust Property – Rules

218

219 **11. CHARGES**

220

- 221 **11.1.** Charges will be assessed for clubs and/or private parties using Trust facilities
 222 when the scheduled or actual use extends beyond the official hours, or when
 223 additional help or special accommodations are required. The rate to be used
 224 is the lowest established billing rate currently in effect as determined and
 225 published by the Accounting Office. In the event of overtime, a minimum of one
 226 hour will be charged;
- 227 **11.2.** Parties requesting the use of meeting rooms will be required to pay all charges
 228 for damages, repairs or unusual cleaning costs.
- 229 **11.3.** See 70-1406-2, Limitation on Use, Fees.

230

Document History

Adopted:	19 Oct 71	Amended:	16 May 78	Amended:	18 Sept 79
Amended:	15 Nov 83	Amended:	19 Aug 86	Amended:	21 Oct 86
Amended:	16 Aug 88	Amended:	31 Jan 95	Amended:	20 Aug 96
Amended:	17 Mar 98	Amended:	19 May 98	Amended:	21 Jul 98
Amended:	16 Sep 03	Amended:	20 Mar 07	Amended:	28 Apr 14
Amended:	13 Apr 17	Amended:	19 Dec 17	Amended:	23 Jul 19
Amended:	28 Jan 20				

Keywords:	Recreation	Trust Property	Bingo	Fundraisers
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Golden Rain Foundation

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 70-1429.02-1, GOLF COURSE - RULES
DATE: FEBRUARY 9, 2021
CC: FILE

At its work study meeting on January 27, 2021, the AB 3182 Ad hoc Committee duly moved and recommended to the GRF Board of Directors to amend 70-1429.02-1, Golf Course - Rules.

I move to amend 70-1429.02-1, Golf Course - Rules, modifying the terminology of who may use the golf course, as presented, and pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

RECREATION

Golf Course Rules

The following rules will be posted and are to be observed by all players:

- 1 1. The golf course is for legal Foundation members residents only. No visitors are permitted.
- 2 2. Each person playing golf must have his/her own clubs.
- 3 3. All players must come to the starters' window and register for each round of golf.
- 4 4. Practice, prior to the opening of the golf course in the morning, shall be confined to the designated greens adjacent to the Golden Rain Road. Players are not to practice when the practice greens are closed for grounds maintenance, during rain, when frost is on the ground, or at any other time when such practice will be injurious to the turf.
- 5 5. Players must use a tee in the teeing area.
- 6 6. Players must repair all ball marks on the greens and replace divots.
- 7 7. Players may not play more than one ball.
- 8 8. Practice pitching to any playing green is not permitted. This includes the practice putting green, except as provided in Rule 4 above.
- 9 9. Slow players must permit faster players to play through.
- 10 10. Retrieving of golf balls from the lake is not permitted.
- 11 11. The golf course starters have full control of play on the course at all times.
- 12 12. Players may not wear metal-spiked golf shoes on the golf course and greens.
- 13 13. Motorized carts of any kind are not allowed on the golf course.

Document History

Adopted:	18 Jul 89	Amended:	19 Oct 93	Amended:	21 Oct 97
Amended:	19 Apr 05	Reviewed:	08 Feb 17	Reviewed:	03 May 18
Reviewed:	03 Jul 18	Amended:	23 Jul 19		

Keywords: Golf Course Rules Recreation



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Leisure World, Seal Beach

BOARD ACTION REQUEST

1

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 70-1468-1, SWIMMING POOL - RULES
DATE: FEBRUARY 9, 2021
CC: FILE

At its work study meeting on January 27, 2021, the AB 3182 Ad hoc Committee duly moved and recommended to the GRF Board of Directors to amend 70-1468-1, Swimming Pool - Rules.

I move to amend 70-1468-1, Swimming Pool - Rules, updating document language, as presented, and pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

1

Swimming Pool Rules

1

2 1. RULES

3 The following rules are to be posted at the pool facilities:

- 4
- 5 1.1. The pool and shower facilities are for legal residents Golden Rain Foundation (GRF)
6 members only.;
- 7
- 8 1.2. The shower facilities are for pool users members using the pool facilities only.;
- 9
- 10 1.3. Pool users Members must shower before entering the swimming pool or hot pool.;
- 11
- 12 1.4. Pool users Members must provide their own towel for drying their bodies and/or
13 hair (paper towels may not be used for this purpose);
- 14
- 15 1.5. Flip flops or shower-type shoes must be worn in the shower facilities and locker
16 area; ;
- 17
- 18 1.6. Coloring hair in any pool facility is prohibited.;
- 19
- 20 1.7. Only waterproof sunscreen lotion may be applied when using the pool facilities.;
- 21
- 22 1.8. Light snacks are permitted in the table area only.;
- 23
- 24 1.9. Glassware is not permitted in the pool area; ;
- 25
- 26 1.10. Swimming caps are recommended for members with long hair.;
- 27
- 28 1.11. No Diving allowed.
- 29
- 30 1.12. Pool users Members must observe hot pool time limit (15 minutes);
- 31
- 32 1.13. Running on pool deck is prohibited.;
- 33
- 34 1.14. Seats may not be reserved.;
- 35
- 36 1.15. Personal belongings are to be kept in a locker, but overnight storage of personal
37 belongings is prohibited.;
- 38
- 39 1.16. Approved swim fins are permitted between the hours of 11:00 am to 2:00 pm.;
- 40
- 41 1.17. Approved flotation devices are permitted between the hours of 11:00 am to 4:00
42 pm; and
- 43
- 44 1.18. The pool attendant is in charge of the pool area at all times.

Swimming Pool Rules

46

47

2. POOL TEMPERATURES

49

50 In conformity with the recommendations of the Medical Director of the Health Care Center
51 on Golden Rain Road and the requirements of the GRF's liability insurance carrier, the
52 following pool temperatures will be maintained:

53

54 **2.1. Swimming Pool: 82° to 84°**

55

56 **2.2. Hot Pool: Not more than 104°**

57

58 Anyone who has been consuming alcoholic drinks should not use the hot pool. Hot pool
59 use is limited to 15 minutes.

60

3. HOT POOL INFORMATION

61

62 When your body, that has a normal temperature of 98.6°, is immersed in water with a
63 temperature of 102°-104°, your body temperature increases and eventually becomes the
64 same temperature as the water. As your body attempts to lower in temperature, the heart
65 rate increases and capillary blood vessels dilate. This causes the blood pressure to drop
66 and may cause fainting when you stand. The blood pressure can drop further as a result
67 of perspiration from the heat.

68

69 Be aware that using the hot pool does or can cause the following:

70

71 **3.1. Increase the workload of your heart.**

72

73 **3.2. Causes your blood pressure to drop, which may cause fainting when you stand and**
74 **injury may occur from the resulting fall.**

75

76 **3.3. Can cause dehydration.**

77

78 People have been hospitalized with hyperthermia after using the hot pool. The Health Care
79 Center on Golden Rain Road makes 4 or 5 emergency calls a year to aid persons who
80 have fainted after using the hot pool.

81

82 When using the hot pool, alternate 5 minutes in the hot pool and the regular pool, but
83 spend no more than a total of 15 minutes in the hot pool.

84

85 If you are being treated for high blood pressure or heart trouble, you must have your
86 doctor's written permission to use the hot pool.

87

88

Swimming Pool Rules**4. POOL RULES OF ETIQUETTE**

To maintain an atmosphere in which all people feel comfortable, the GRF insists on certain standards of behavior.

- 4.1.** The lap swimming area is designated by the parallel lane lines on the bottom of the pool.
- 4.2.** Lap swimmers must swim parallel between lanes.
- 4.3.** There are four swimming lanes available. The first swimmer in each lane has priority.
- 4.4.** If more than four lap swimmers are present, no priority exists. Everyone must make room for additional swimmers.
- 4.5.** People wading, exercising, or socializing should remain in the shallow area adjacent to the steps.
- 4.6.** Backstroke swimming will not be permitted when the pool attendant deems conditions unsafe.

Document History

Adopted: 22 Jul 14 Amended: 13 Apr 17 Amended: 22 May 18
Amended: 23 Jul 19

Keywords: Pool Rules Etiquette Swimming Recreation



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: AMEND 70-2504-1 THE LIBRARY - RULES
DATE: FEBRUARY 9, 2021
CC: FILE

At its work study meeting on January 27, 2021, the AB 3182 Ad hoc Committee duly moved and recommended to the GRF Board of Directors to amend 70-2504-1, The Library - Rules.

I move to amend 70-2504-1, The Library - Rules, updating document language, as presented, and pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

LIBRARY



The Library - Rules

The mission of the Leisure World Library is to provide quality materials and services which fulfill educational, informational, cultural, and recreational needs of the Leisure World community in an atmosphere that is welcoming, respectful, and professional.

1. GOALS

The general library goals of the Leisure World Library shall be:

- 1.1. To serve the members legal residents of the Community;
- 1.2. To acquire and make available to all residents carefully selected books, periodicals, media, and other services to aid in the pursuit of education, information, research, pleasure, and the creative use of leisure time.
- 1.3. To acquire the means to provide the most frequently requested material locally.
- 1.4. To maintain a standard of service which locates information, guides reading, organizes and interprets material for people of diverse backgrounds and stimulates thinking and intellectual development in individuals.
- 1.5. To strive consistently to discover new methods and improvements for better service for the library's patrons.
- 1.6. To regularly review the goals of the Leisure World Library and, when necessary, revise them in the light of new developments.

2. WHO MAY USE THE LIBRARY

The Leisure World Library is for the exclusive use of members legal residents of the Golden Rain Foundation (GRF) Community with the following exceptions:

- 2.1. Guests may accompany residents to the Library; however, they are not permitted to borrow material.
- 2.2. All patrons must have a valid Golden Rain Identification card and be registered at the Leisure World Library to borrow library materials.
- 2.3. All patrons are expected to bring their library cards with them if they intend to check out items.
- 2.4. If a patron loses his/her library card, they should notify the Golden Rain Foundation (GRF) as soon as possible and request a replacement from the Stock Transfer Office (fees will apply). A new library patron number will be assigned once the resident receives his/her replacement GRF identification card.
- 2.5. Service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical condition; age; or sexual orientation.

LIBRARY

The Library - Rules

- 40 **2.5.1.** Patron posing a risk to health or safety will be denied entry. Please
 41 refer to GRF Rules of Conduct.
 42 **2.5.2.** Refer to GRF Pet policy for animal access.

43 **3. LIBRARY HOURS**

45 In order to provide service during hours which best meet the needs of the community the
 46 library shall remain open from 9:30 a.m. to 3:30 p.m., Monday through Saturday.

47 **4. CIRCULATION**

50 **4.1. LOAN PERIODS**

- 51 **4.1.1.** 2 weeks for books in the new collection.
- 52 **4.1.2.** 3 weeks for books in the regular collection.
- 53 **4.1.3.** Books in the new collection may be renewed once for 2 weeks if
 54 there is not a waiting list for the title.
- 55 **4.1.4.** Books in the regular collection may be renewed once for 3 weeks.
- 56 **4.1.5.** 3 weeks for audiobooks, and compact discs.
- 57 **4.1.6.** Audio and Compact Discs may be renewed once for 3 weeks.
- 58 **4.1.7.** 3 days for media in the new collection, no renewals.
- 59 **4.1.8.** 1 week for media in the regular collection.
- 60 **4.1.9.** Media in the regular collection may be renewed once for 1 week.
- 61 **4.1.10.** 3 weeks for Launch pads, no renewals.
- 62 **4.1.11.** Generally, reference books do not circulate. Upon request, some
 63 reference materials may be checked out overnight.
- 64 **4.1.12.** Current issues of periodicals do not circulate.
- 65 **4.1.13.** Non-current periodicals may be checked out for one week and
 66 may not be renewed.

67 **4.2. BORROWING LIMITS**

- 69 **4.2.1.** 15 print books may be checked out at one time.
- 70 **4.2.2.** 15 audio books may be checked out at one time.
- 71 **4.2.3.** 3 media items may be checked out at one time.
- 72 **4.2.4.** 5 compact discs may be checked out at one time.
- 73 **4.2.5.** 5 periodicals may be checked out at one time.

LIBRARY

The Library - Rules

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5. EQUIPMENT USE

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All library equipment is available to patrons 9:30 a.m. to 3:00 p.m. Monday through Saturday.

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79

80

81

82

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84

5.1. Computers are available to patrons on a first-come, first-served basis. There is no charge for use of the computers; however, in order to make the service available to as many patrons as possible, a time limit for usage has been imposed. That time limit is 2 hours per day. Library staff is available for general assistance in using the computer. However, staff are not expected to train patrons in the use of application programs. Tutorial manuals will be provided when available.

85

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5.2. A Scanner is available for patrons who wish to scan documents at no cost. Instructions for operating hardware are displayed near the computer.

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89

6. INTERNET USE

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Access to the Internet is available to all patrons; however, this service may be restricted at any time for use not consistent with the guidelines. Prior to being granted access to the Internet all patrons must agree to the Internet Use Agreement and register with the library prior to beginning their first session.

95

96

97

The library cannot assure that data or files downloaded by users are virus-free. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the library's Internet service.

98

The following guidelines apply:

99

100

6.1. Users may use the Internet for research and the acquisition of information to address their educational, vocational, cultural, and recreational needs

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102

6.2. Users shall not use the internet to view pornographic or otherwise offensive material

103

104

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6.3. Users may use the Internet for the receipt and transmission of electronic mail (e-mail) as long as they use a free e-mail service which will establish and maintain an account for them; the library is unable to manage e-mail accounts for any individuals

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6.4. Internet use is offered in 2-hour sessions on a first-come, first-served basis; each user is allowed one session

109

110

6.5. Users will respect and uphold copyright laws and all other applicable laws and regulations; they will not use Library materials for illegal purposes

111

6.6. Users will respect the rights and privacy of others by not accessing private files

LIBRARY

The Library - Rules

112 **6.7.** Users agree not to incur any costs for the library through their use of the
 113 Internet service

114 **6.8.** Users shall not create and/or distribute computer viruses over the Internet

115 **6.9.** Users shall not deliberately or willfully cause damage to computer equipment,
 116 programs, or parameters

7. DISPLAYS AND EXHIBITS

119 **7.1.** As an educational and cultural institution, the Leisure World Library welcomes
 120 exhibits and displays of interest, information and enlightenment to the
 121 community. Displays of handiwork, historical material, nature study, or any
 122 other material deemed of general interest may be exhibited. The director shall
 123 accept or reject material offered for display based on its suitability and
 124 availability.

125 **7.2.** The Library assumes no responsibility for the preservation or protection, and
 126 no liability for possible damage or theft of any item displayed or exhibited. All
 127 items placed in the Library are there at the owner's risk.

128 **7.3.** A release must be signed by the exhibitor before any artifact can be placed in
 129 the library.

8. PUBLICATIONS

132 **8.1.** Information of general cultural interest may be placed in the library. Advertising
 133 of a political, sectarian, or club related nature may not be placed in the library.

134 **8.2.** The library Director is authorized to remove any printed material that is not
 135 consistent with the policy.

9. ARTWORK

137 **9.1.** The display of artwork in the library will be reserved for paintings done by
 138 artists in the community. LOS is responsible for the display of artwork in the
 139 library building. A coordinator, who is appointed by the LOS, will curate the art
 140 pieces to be displayed.

141 **9.2.** Permanent displays of artwork and collections will not be permitted in the
 142 Library building unless specific action is recommended by the LOS to the
 143 Recreation Committee and approved by the Board of Directors (BOD) of the
 144 Golden Rain Foundation (GRF).

Document History

Adopted: 26 Nov 19

Keywords:	Library Hours	Media	Borrowing	Materials	Collection
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146

(Nov 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

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Leisure World, Seal Beach

MEMO

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: 401(K) ADVISOR CHANGE
DATE: FEBRUARY 12, 2021

Our current investment advisor, LPL Financial has been providing investment services for many years and as part of GRF's fiduciary duties for the 401(k) plan, a periodic review of providers is conducted. Several organizations were interviewed and based on the professional referral from Burnham Benefits, Burnham Gibson ("BGWA") was contacted. It was determined that significant areas of improvement are needed.

BGWA is a publicly traded company managing over \$2.9 billion in assets with no disciplinary or legal history. Neither BGWA nor any of its officers, directors, or their management persons, have been involved in any legal or disciplinary events in the past 10 years. BGWA has adopted a code of ethics which establishes standards of conduct complying with fiduciary obligations and fiduciary responsibilities.

BGWA performs advisory services including, Fiduciary Compliance, Platform/Fee Benchmarking, Employee Education and Communication, as well as Plan, Design and Strategy. The retirement plan consulting includes various levels of service including the fiduciary compliance areas meeting ERISA guidelines. While GRF is in compliance, BGWA services provide full spectrum financial needs.

Scorecard System

BGWA utilizes a Scorecard System to provide a comprehensive review of where GRF stands. This will include a Fiduciary Investment Review which includes recommendations for fund additions, deletions, and/or replacements. The advanced report features include an in-depth Market Review, Scorecard, Score History, Mapping Strategies, Asset Class Comparisons, and Fund Fact Sheets.

Fee Benchmarking Studies

Conducted and coordinated by BGWA, this service provides comprehensive search and transparent analysis to help ensure that plan fees and capabilities are in line with or better than the competition. Once benchmarking has been completed, a detailed analysis of each plan is documented in line with ERISA guidelines.

Employee Education and Communication

Burnham's advisory team will develop comprehensive communication and education strategies customized to each employee and their individual needs. Ongoing training and education are done in person, web conferencing or telephone with a team of advisors.

Fiduciary Compliance

Exceeding ERISA guidelines, BGWA assumes the required documentation of executive summary with fund analysis and recommendations, oversight acting in a 3(21) or 3(38) role, documented service plan, ongoing reporting and analysis and superior service of a dedicated team.

At its meeting on February 12, 2021, the Executive Committee moved to recommend the GRF Board of Directors replace the current 401(k) advisory services.

I move to approve to terminate the 401(k) plan investment advisory services with the current advisor, LPL Financial, as soon as the existing agreement allows for termination and that advisory services be approved for Burnham Gibson Wealth Advisors, to act as advisors, as soon as practical.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION MEMO

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: GRF HEALTHCARE BENEFITS RENEWAL
DATE: FEBRUARY 12, 2021

The annual review of the Foundation's employee group benefit contracts has been completed from April 1, 2021, through March 31, 2022. The information was provided by the Foundation's insurance broker, Burnham Benefits. The cost to the Foundation, services provided to our employees, plan design, customer service of each carrier, and the access to care were considered.

The health insurance market has continued to see double-digit increases, up to 15%, as assumed in the 2021 approved budget. Overall, the combined benefit spend to GRF on all benefit renewals is a 9.6% increase.

Medical Insurance

Our incumbent carrier, Anthem Blue Cross, provided the initial renewal quote for the 2021-2022 plan year with a 16.7% increase in rates for our current plans. GRF staff and broker requested the best renewal possible with an outcome overall increase to 11.4% with a \$32,000 premium credit to be applied to April 2021 invoice. The current HMO-Low deductible plan has been discontinued by Anthem and enrollments will be mapped to the replacement plan accordingly.

Beginning with our 2016 plan year, the Foundation elected a Kaiser plan with modifications to the copays to mitigate premium increases, including a \$500 copay for hospitalization. GRF chose to offset the additional out-of-pocket expenses to employees by establishing a fund to reimburse the first \$500 for any employee or covered dependent. To continue with this benefit with the discontinuation of the current HMO-Low plan, the replacement plan warrants an increase of this copay to \$750.

Dental, Life, Long Term Disability (LTD), Accidental Death & Dismemberment (AD&D) and Employee Assistance Program (EAP)

The renewal from Guardian for Dental, Life, LTD, AD&D, and the EAP coverage has provided GRF with a rate-pass (no change) for the dental PPO and HMO coverage since our 2018-2019 plan year. Guardian's pandemic support program will extend the rate guarantee and for an additional two (2) years. Quotes from other carriers such as Aetna, to band the dental, vision, and medical plans with a single carrier. Aetna would reduce

the medical rates by 3.5% with the addition of dental and vision at a great disruption to GRF employees and at a significantly higher rate to renew next year.

Vision Insurance

Guardian's renewal proposal for VSP Vision coverage with identical coverage as our current plan was quoted at a rate-pass (no change) for the premium for an additional two (2) years. Aetna offered a proposed similar plan with a 2.1% (\$253) decrease for one year; however, this would cause a significant disruption of services to our employees.

Employee Paid Insurances

The renewal of the basic life insurance from the Guardian also allows the renewal of the voluntary life coverage offered to employees. The renewal offers identical coverage as our expiring Plans with a rate-pass (no change) in the premium. This coverage is 100% paid by the employee. The voluntary plan will also eliminate the benefit reduction at age 65.

Accident Insurance, which pays specified amounts for claims such as hospital admission, fractures, etc., and Critical Illness Insurance, which pays specified amounts if a covered person is diagnosed with specific serious conditions such as cancer, stroke, or a heart attack. Both of these plans also offer a Wellness Benefit, which pays \$50 for each wellness test or exam the covered person has during the year.

New to this year is the Hospital Indemnity plan. This plan pays for hospital admissions and daily confinements for employee and their families depending on their enrollment level. The hospital admission benefit is \$500 per admission with a daily hospital confinement benefit of \$100 per day for a 15-day maximum. In order for this plan to be implemented, GRF would need a minimum participation requirement of 15% (estimated 16 employees).

The renewal of the pet insurance with VPI/Nationwide Pet offers the same coverage as our current Plan. This coverage is 100% paid by our employees. Additionally, United Pet Care is a new plan introduced this year. United Pet Care (UPC) is a pet discount program that can be offered alongside VPI/Nationwide. This program is designed to offer immediate discounts within network providers.

Renewing these additional voluntary plans allows GRF to add to its benefits package at no cost to the Foundation.

Flexible Spending Account

This is an account that allows employees to make a contribution on a pre-tax basis to be used to pay for Health Care or Dependent Care (daycare) expenses depending on the type of account.

In 2021, employees can contribute up to \$2,750 for Health Care expenses, and up to \$5,000 for Dependent Day Care expenses annually based on the IRS guidelines.

This benefit was first offered to GRF employees beginning with the 2017 benefit year and continues to be used with a current number of sixteen (16) employees contributing to the plan.

Recommendation

It is the recommendation of the Executive Director and the Human Resources Director that:

- The current Medical Plans (including HMO-High, and proposed mapping to HMO-Low replacement plan) be renewed with Anthem Blue Cross,
- The Dental HMO, PPO, VSP Vision, Life, Long Term Disability, AD&D, and the Employee Assistance Plans be renewed with Guardian;
- The employee paid Voluntary Life Plan to be renewed with Guardian;
- The employee paid Voluntary Accident and Critical Illness Plans to be renewed;
- The addition of new employee paid Hospital Indemnity plan with Guardian;
- The addition of new employee paid United Pet Care discount program;
- The employee paid Pet Insurance Plan to be renewed with VPI/Nationwide Pet.
- The Foundation continues the Flexible Spending Account benefit for its eligible employees.
- The Foundation continues to set aside funds for hospitalization costs incurred by employees or a covered dependent to offset the employees' out of pocket costs; at an increase to \$750 per employee per plan year to reimburse any employee for the first \$750.
- The Foundation continues to offer a Section 125 Premium Only Plan to reduce the payroll tax liabilities for GRF and its employees.

Based on the current employee/employer premium sharing split on the Medical, Dental, and Vision Plans and the 100% employer premium on the Life, AD&D, LTD, and Employee Assistance Program Plans, there are sufficient funds in the 2021 Budget to accommodate the recommended Plans.

Executive Summary – GRF's Cost						
						Renew plans with soft changes
Combined Benefit Spend	GRF Budget	\$1,005,600	Current	\$689,399	Initial Renewal	\$796,952
Annual relationship to current				\$107,553		\$65,963
Annual relationship to current %				15.6%		9.6%
Product	Carrier		Total	Total	% diff	Total
Medical	Anthem Blue Cross	\$893,280	\$614,578	\$722,131	17.5%	\$685,131
Dental & Vision	Guardian	\$31,224	\$20,842	\$20,842	0.0%	\$19,582
Basic life / AD&D	Guardian	\$37,428	\$29,972	\$29,972	0.0%	\$26,641
LTD	Guardian	\$43,668	\$24,007	\$24,007	0.0%	\$24,007

I move to recommend to the GRF Board renewal of the following GRF employee benefits plans for the plan year beginning April 1, 2021, and ending March 31, 2022: Anthem Blue Cross Medical new Low and existing High HMO Plans (Option A), Guardian Dental HMO and PPO Plans, VSP Vision Plan, Basic Life and AD & D Insurance Plan, Long Term Disability Plan, Accident and Critical Illness Plan, Hospital Indemnity, Employee Assistance Plan, Voluntary Life Plan, VPI/Nationwide Voluntary Pet Insurance Plan, United Pet Care Pet Discount Program, Reimbursement of up to \$750 Hospitalization cost annually, per employee, and Flexible Spending Account Plan.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 30-1220-1, SUB-COMMITTEE RESIDENT SPECIALIST
DATE: FEBRUARY 12, 2021
CC: FILE

At its regularly scheduled meeting on February 12, 2021, the Executive Committee duly moved and recommended to the GRF Board of Directors to amend 30-1220-1, Resident Specialist.

I move to amend 30-1220-1, Sub-committee Member/Owner (M/O) Specialist, stating that Member/Owners appointed to a GRF standing or sub-committee must reside in the community and that Renter/Lessees, Co-occupants, and Qualified Permanent Residents may not serve as a Specialist, as presented, and pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

ADMINISTRATION

Sub-Committee Resident Member/Owner (M/O) Specialist

1 The Board of Directors recognizes the important contribution that can be made by
 2 Members/sOwners, in residence, in of this community.
 3

4 M/Os Member Specialists (MS's) are appointed by a Standing Committee Chair to a sub-
 5 committee and can be removed by the Chair at any time. Renters/Lessees, Co-Occupants and
 6 Qualified Permanent Residents cannot serve.
 7

8 M/O's serve in an advisory capacity only, having no voting power and cannot comprise a
 9 majority of the sub-committee.
 10

Document History

Adopted:	28 Jul 67	Reviewed:	10 Feb 17	Amended:	26 Sep 17
Reviewed:	09 Feb 18	Amended:	23 Jul 19	Reviewed:	13 Mar 20

Keywords: Administration	Sub-Committee	Specialist	Member	GRF Board
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12



Golden Rain Foundation

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: **TENTATIVE VOTE:** AMEND 30-5093-2, MEMBER/OWNER
(M/O)/RENTER/LESSEE (R/L) RULES OF CONDUCT, NON-COMPLIANCE
WITH RULES OF CONDUCT – FINES AND PENALTIES
DATE: FEBRUARY 12, 2021
CC: FILE

At its regularly scheduled meeting on February 12, 2021, the Executive Committee duly moved and recommended to the GRF Board of Directors to amend 30-5093-2, Member/Owner (M/O) Renter/Lessee (R/L) Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties.

I move to amend 30-5093-2, Member/Owner (M/O) Renter/Lessee (R/L) Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties, clarifying document language, the review process of egregious offences, and specifying that GRF-contracted service providers will be protected while on Trust Property or while working in Mutuals, as presented. These amendments are pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

**Member/Owner M/O) Renter/Lessee (R/L) Rules of Conduct,
Non-Compliance with Rules of Conduct – Fines and Penalties**

1
2 **1. PURPOSE**
3 The purpose of implementing fines and penalties of non-compliance with Member
4 M/O, R/L Rules of Conduct is to:
5

- 6 **1.1** Encourage voluntary compliance;
7 **1.2** Penalize ~~members~~ violators who do not comply with the Rules of Conduct;
8 **1.3** Protect Golden Rain Foundation (GRF) Trust Property and assets, GRF
9 Staff, GRF-contracted service providers, Authorized Residents and ~~GRF~~
10 members and their and visitors (guests and caregivers).

11
12 **2. NON-COMPLIANCE FINES AND PENALTIES**
13

14 **2.1 Fine Schedule**
15

- 16 **2.1.1** First Offense \$100.00
17 **2.1.2** Second Offense \$200.00
18 **2.1.3** Third Offense \$500.00 and ~~GRF~~ member's violators
19 suspension of GRF Trust Property amenities for 60 days.
20 **2.1.4** Fines and Penalties for further offenses will be subject to the GRF
21 Board of Directors' discretion and dependent upon the severity of
22 the infraction.

23 **2.1.5** Egregious offences will be reviewed by the Board of Directors
24 and appropriate fines or penalties will be assessed by Board of
25 Director action, under applicable terms of the California Civil
26 Code.

27
28 **2.2 Legal Action**
29

- 30 **2.2.1** For infractions that rise to a criminal nature as stated in City, State
31 or Federal laws, the appropriate authorities will be notified.
32 **2.2.2** GRF will seek legal action when necessary to protect GRF Trust
33 Property assets, GRF staff and GRF-contracted service providers
34 on Trust Property or while working in Mutuals.
35 **2.2.3** The prevailing party may be entitled to recover reasonable legal
36 costs.

Document History

(Nov 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

EXECUTIVE COMMITTEE

30-5093-2



Member/Owner M/O) Renter/Lessee (R/L) Rules of Conduct, Non-Compliance with Rules of Conduct – Fines and Penalties

Adopted: 26 Nov 19

Keywords: Rules of Fines Penalty
Conduct

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(Nov 19)

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: CAPITAL FUNDING REQUEST – PURCHASING OFFICE IMPROVEMENTS
DATE: FEBRUARY 23, 2021
CC: FILE

The Purchasing Department is in need of a remodel. The current configuration does not allow employees to practice CDC guidelines of safe social distancing and existing working stations are outdated. Improvements will allow for a fully staffed Purchasing department to follow company safety guidelines and offer proper office ergonomics.

The attached bid, Exhibit A, was obtained and staff recommends and seeks approval of the purchase of workstations outlined per the attached plans from Talimar Systems. At the regularly scheduled meeting of the Finance Committee on February 12, 2021, the Committee approved the purchase of workstations from Talimar Systems and has determined capital funds of \$3,000 are available.

I move to approve the purchase of workstations outlined, per the attached plans from Talimar Systems, for office improvement of the Purchasing Department using Capital Funds, not to exceed \$3,000.



3105 WEST ALPINE
SANTA ANA, CA 92704
(714) 557-4884

GOLDEN RAIN FOUNDATION
1280 GOLDEN RAIN RD.
SEAL BEACH, CA 90740

CONTACT: MARK WEAVER
PHONE: (562) 431-6586 X301
FAX:
E-MAIL: MARKW@LWSB.COM

GOLDEN RAIN - JULIE'S OFFICE WORKSTATION - 02/03/2021

QUANTITY	PRODUCT DESCRIPTION	UNIT NET	EXTENDED NET
SYSTEMS FURNITURE WORKSTATIONS PER PLAN			
1	U-SHAPED MANAGER'S WORKSTATION INCLUDING CORNER CONVERGEN DESK, BOX/BOX/FILE LOCKING STORAGE PEDESTAL 36" WIDE 2-DRAWER LATERAL FILE, 48" WIDE OVERHEAD HUTCH WITH TASKLIGHT AND TACKBOARD PLUS ALL REQUIRED SUPPORTS & HARDWARE	\$ 1,577.80	\$ 1,577.80
FABRICS & FINISHES: TO MATCH PREVIOUS INSTALLATIONS			
Total extended net price: \$ 1,577.80 Complete Freight/Delivery & Installation/Setup: \$ 275.00 Tax: 7.75% \$ 143.59 TOTAL: \$ 1,996.39			

50% deposit required on all orders. All orders final.

Authorized by: _____ Date: _____
signature

print name



3105 WEST ALPINE
SANTA ANA, CA 92704
(714) 557-4884

GOLDEN RAIN FOUNDATION
1280 GOLDEN RAIN RD.
SEAL BEACH, CA 90740

CONTACT: MARK WEAVER
PHONE: (562) 431-6586 X301
FAX:
E-MAIL: MARKW@LWSB.COM

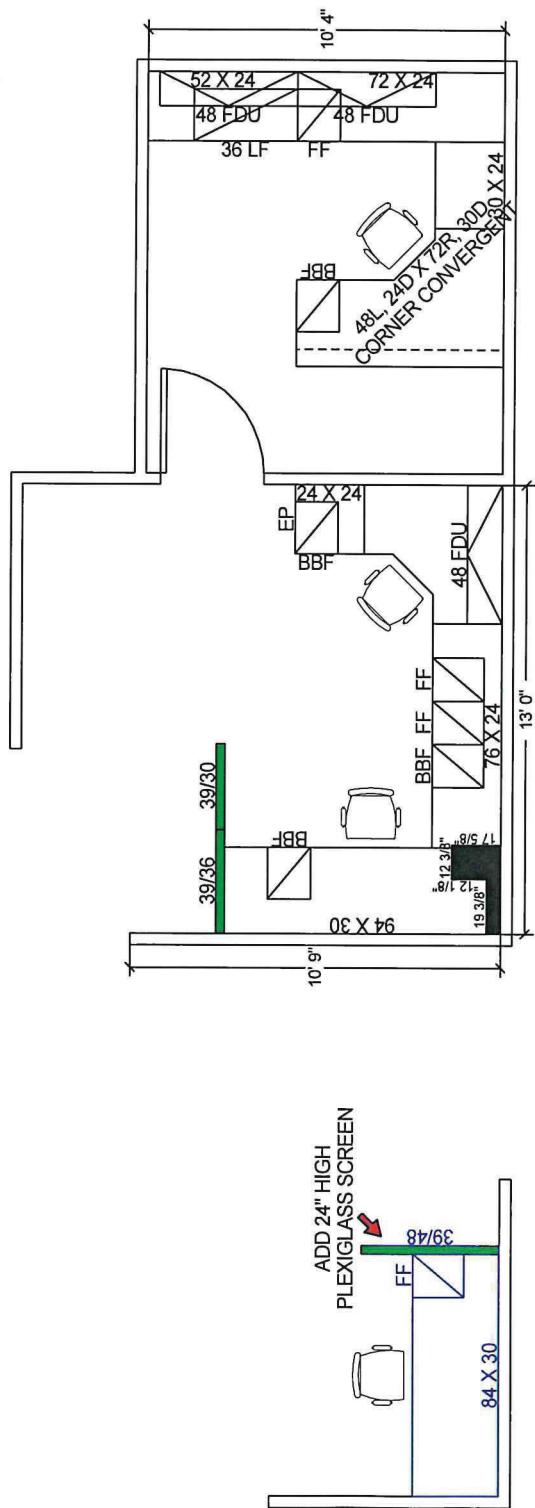
GOLDEN RAIN - PURCHASING DEPARTMENT WORKSTATION - 02/03/2021

QUANTITY	PRODUCT DESCRIPTION	UNIT NET	EXTENDED NET
SYSTEMS FURNITURE WORKSTATIONS PER PLAN			
1	PRODUCT REQUIRED TO COMPLETE RECONFIGURATION OF EXISTING WORKSTATION INCLUDING CONNECTORS, HARDWARE SUPPORTS & 48" WIDE X 24" HIGH PLEXIGLASS BARRIER FABRICS & FINISHES: TO MATCH PREVIOUS INSTALLATIONS	\$ 377.40	\$ 377.40
Total extended net price: \$ 377.40			
Complete Freight/Delivery & Installation/Setup: \$ 250.00			
Tax: 7.75% \$ 48.62			
TOTAL: \$ 676.02			

50% deposit required on all orders. All orders final.

Authorized by: _____ Date: _____
signature

_____ print name



Furniture Plan For:

GOLDEN RAIN PURCHASING

DATE: FEBRUARY 03, 2021
DRAWN BY: MIKE LEE
SCALE: 3/16" = 1'
JOB NO. : GOLDENRAIN_PURCHASING_020321.SKF

APPROVED BY:
DATE:

Talimar Systems
3105 W Alpine St.
Santa Ana, CA 92704
800.776.7650
714.557.4884
714.557.6107 Fax
Brandon@talimarsystems.com



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CONTRACTORS WILL VERIFY AND BE RESPONSIBLE FOR ALL BUILDING DIMENSIONS AND CONDITIONS ON THE JOB.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - TURTLE LAKE, ELECTRIC POWER
DATE: FEBRUARY 5, 2021
CC: FILE

It has been recommended to remove the Golf Course lake fountains from the swimming pool electrical panel for cost saving and maintenance reasons.

At its February 3, 2021 meeting, the Physical Property Committee duly moved and recommended the GRF Board award a contract to Schlick Service to install a free standing 100-amp pedestal meter at the Golf Course to serve the fountains at Turtle Lake, for a cost of \$7,341, adding \$2,000 contingencies for permit fees, engineering, or any unexpected item, for a total cost not to exceed \$9,341.

This will reduce the cost of electricity for the fountains and remove the long run from the pool to the pump house on the lake. Schlick Services (contractor of record) worked with the SCE planner and received approval for this move.

At its monthly meeting on February 12, 2021, the Finance Committee determined Capital funding was available for this project, placing a hold on these funds.

I move to award a contract to Schlick Services to install a free standing 100-amp pedestal at the Golf Course to serve the fountains at Turtle Lake, for a cost of \$7,341, adding \$2,000 for contingencies, for a total cost not to exceed \$9,341, Capital funding, and authorize the President sign the contract.

9. A

Schlick Services, Inc.

P.O.Box 6829
 Santa Ana, CA 92706
 714-541-6292
 Fax 714-541-6293

Estimate

Date	Estimate #
10/5/2020	003186

Leisure World Seal Beach
 Golden Rain Foundation
 MUTUAL # 17
 P.O. Box 3519
 SEAL BEACH, CA 90740

W.O. #	Attention	Fax #	Page #	Gate...	Key #	KS/KS
	David R. / ...	562-431-5316				
DESCRIPTION						Total
SITE: Community Pool RE: Misc. Electrical upgrades 1) Upgrade women's Restroom 90 amp sub panel from Zinsco to SQ "D" (similar to Men's restroom upgrade) ITEM # 1 ESTIMATE TOTAL - \$2,200.00 ** EXCLUDES 1) Stucco repairs 2) City related fees 2) Golf course fountains. - * Remove these fountains from pool house meter panel and install a designate free standing ,100 amp meter pedestal at mutual #14 unit B #13 unit B. Tam O Shanter to service the (3) fountains. On September 30 SCE gave tentative approval for these changes.						7,341 + (amt tisney)
SCOPE OF WORK 1) Schedule a "Meter Spot" with SCE 2) Trench in both the supply and services conduits to intercept the existing supply line to fountain 3) Install a 100 amp single phase meters pedestal on a concrete pad 4) Pull-in new service wiring as needed 5) Switch fountains from pool to new meter 6) Clean up work site						

Authorized Signature _____	Date _____ / _____ / _____	Total
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Golden Rain Foundation

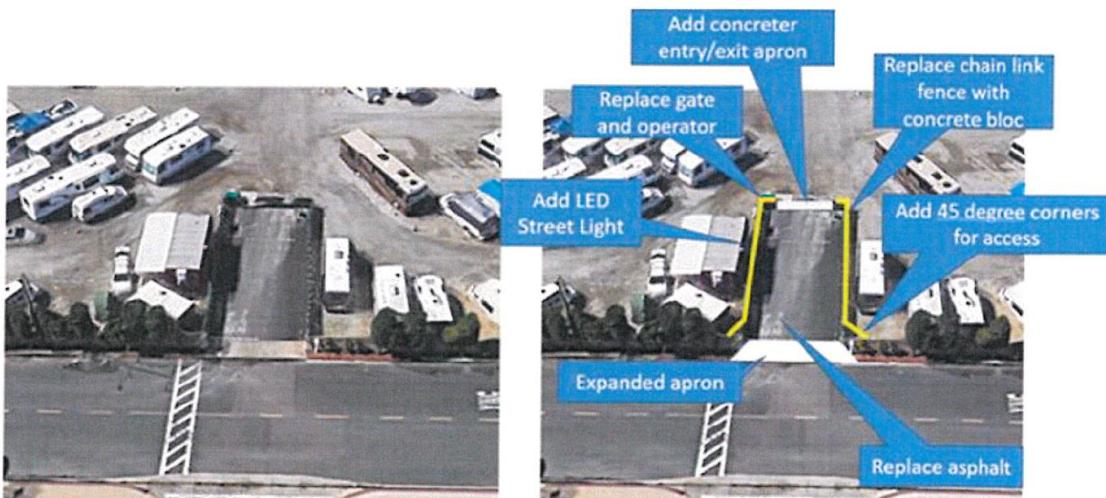
Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST, RV LOT ENTRANCE
DATE: FEBRUARY 5, 2021
CC: FILE

At its regularly scheduled meeting on February 3, 2021, the Physical Property Committee (PPC) duly moved and approved to recommend to the GRF Board of Directors the replacement and modification of the existing entrance at the RV Lot, for a cost not to exceed \$91,540, including contingencies, Reserve Funding.



At its November 2020 meeting, the GRF Board previously awarded a \$23,600 contract to MJ Jurado for a portion of this project (concrete entry only); after further review by the PPC, the Committee recommends the following tasks be added to this project:

- the replacement of the chain link fence with block,
- replacement of the gate and closure,
- cutting back the sides at the entry to allow easy entrance by larger RV's,
- as well as the installation of a new light at the entrance,

increasing the total cost of the project to \$91,540, as previously bid (see attached).

At its regularly scheduled meeting on February 12, 2021, the Finance Committee determined the additional \$67,940 Reserve funds are available for this project, placing a hold on the funds.

I move to award a contract to MJ Jurado for the replacement and modification of the existing entrance at the RV Lot, adding Reserve Funds in the amount of \$67,940 to the previously approved \$23,600, totaling \$91,540 including contingencies , Reserve funding, and authorize the President sign the contract.



Nº 2026

BID PROPOSAL and CONTRACT

8131 Electric Ave. • Stanton, CA 90680
Tel: 714-397-0143 • Fax: 714-827-2110
State Contractor's License #987670-A

Job# _____

Date 9/20/2020

Bid to GOLDEN RAIN FOUNDATION

Location RV LOT ENTRANCE IMPROVEMENT

Owner/Dev

We promise to furnish you labor and materials as noted below at the unit prices shown for the construction of

PRICES BASED ON

SACK TYPE

CONCRETE

VALID TO

TOTAL

86,540.00

ACCEPTED:

Buver

Date

By MICHAEL JURADO

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST – SERVICE MAINTENANCE, GATE
DATE: FEBRUARY 5, 2021
CC: FILE

At its regularly scheduled meeting on February 3, 2021, the Physical Property Committee duly moved and recommended to the GRF Board of Directors the replacement of the existing entrance gate with an automatic opener, at the Service Maintenance Yard, for a cost not to exceed \$20,000, Reserve Funding.

The existing gate has continued to require adjustment and has exceeded its useful life.

At its monthly meeting on February 12, 2021, the Finance Committee determined Reserve funding was available for this project, placing a hold on these funds.

I move to award a contract to MJ Jurado for the replacement of the existing entrance gate with an automatic opener, at the Service Maintenance Yard, for a cost not to exceed \$20,000, Reserve Funding, and authorize the President sign the contract.



Ph: (714) 397-0143
Fax: (714) 827-2110

Lic.# 987670

Proposal

Date	Estimate #
5/18/2020	17-0745

ATTN:

Golden Rain Foundation
13533 Seal Beach Blvd.
Seal Beach Ca 90740

Project			
Maintenance Yard Auto Gate			
Description	Qty	Rate	Total
Construct New Sliding Gate with Remote Control Located At Maintenance Yard , Matching Existing Rod Iron Gates & Fencing . Price Includes Concrete ,Demo & Electrical & All Labor Materials	1	17,750.00	17,750.00
Construct 1 Single Access Gate Rod Iron .	1	1,250.00	1,250.00

*Exclusions: Demo grading, water, permits, surveys, approved plans, soils tech, inspections, underground utilities that may be damaged during excavation, all work or items furnished by others.

We can schedule this work to meet your production requirements. Thank you for your consideration. We trust we can be of service.

Michael J. Jurado

Total

\$19,000.00

Approved By: _____

Date: _____



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: CLUB HOUSE FOUR ICE MACHINE DONATION
DATE: FEBRUARY 12, 2021
CC: FILE

At its January 27, 2021 meeting, the Golden Age Foundation voted to approve funds to install an ice machine, ice dispenser and required installation materials in the kitchen of Clubhouse Four, in the amount not to exceed \$6,500.



At the February 1, 2021 meeting of the Recreation Committee, the Committee reviewed the generous donation by GAF and duly moved and approved to recommend to the Board acceptance of the donation, per policy 30- 5231-1 Donations.

I move to accept the generous donation from the Golden Age Foundation, in the amount of \$6,500, for the purchase and installation of an ice machine and dispenser in Clubhouse Four.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: RESERVE AND CAPITAL FUNDING REQUEST, CLUBHOUSE TWO, POOL AND GAME ROOM RENOVATION AND ENHANCEMENTS
DATE: FEBURARY 2, 2021
CC: FILE

At the regularly scheduled meeting of the Recreation Committee on February 1, 2021, the Committee duly moved and approved to recommend to the GRF Board of Directors the modification of the Trust property known as Clubhouse Two, Pool and Game Room (Exhibit A).

The Finance Committee, on February 12, 2021, determined sufficient Reserve Funds, in an amount not to exceed \$200,000, and Capital Funds, in the amount not to exceed \$75,000, are available.

Detailed project recap is provided, Exhibit B.

I move to approve the project identified as Clubhouse Two, Pool and Game Room Renovation and Enhancements, for amounts not to exceed:

- Reserves, \$189,688, representing scheduled, accelerated, and non-scheduled replacement and/or extending the useful life of assets and/or components of assets.
- Capital, \$74,883, for the purchase of new assets.

I further move to authorize the Executive Director to initiate the purchases and/or contracts required to complete the scope of work to the approved budget.

Exhibit A



Planning for Our Future

Planning and building today to enhance life and lifestyle now and for future generations.

CH2, Pool room renovation and Game room addition

Broader social interaction keeps older adults more active.

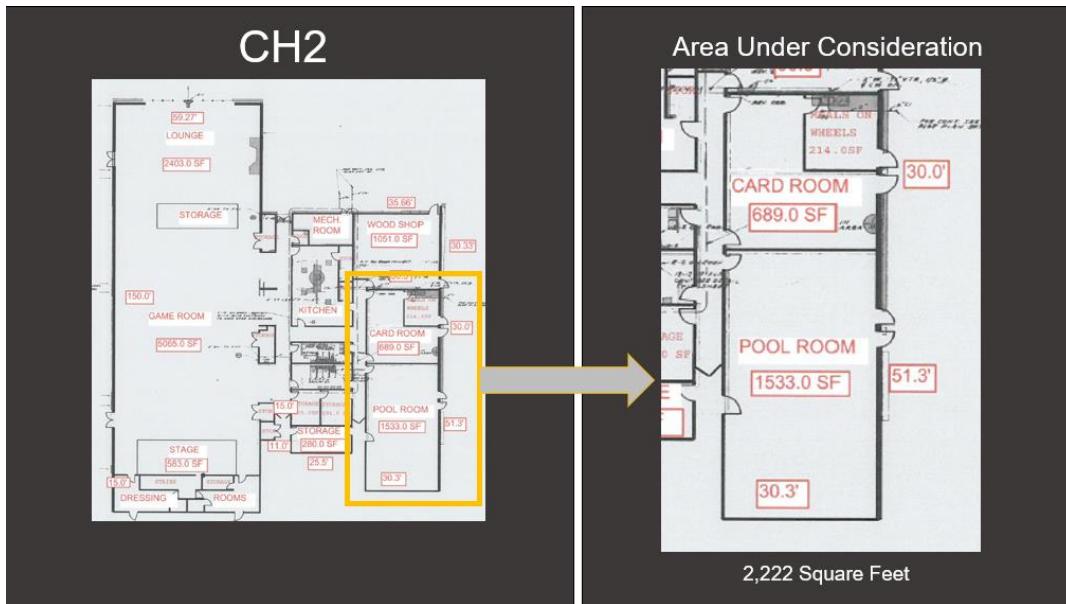
A strong social life has been linked with many health benefits, like less risk of depression and longer life span. But a new study suggests that interacting with a wide range of people may offer even greater benefits.

*The study published Feb. 20, 2019, in *The Journals of Gerontology, Series B: Psychological Sciences and Social Sciences*, found that older adults who interacted with people beyond their usual social circle of family and close friends were more likely to have higher levels of physical activity, greater positive moods, and fewer negative feelings.*

Harvard Health Publishing, June 2019

General Scope of Work

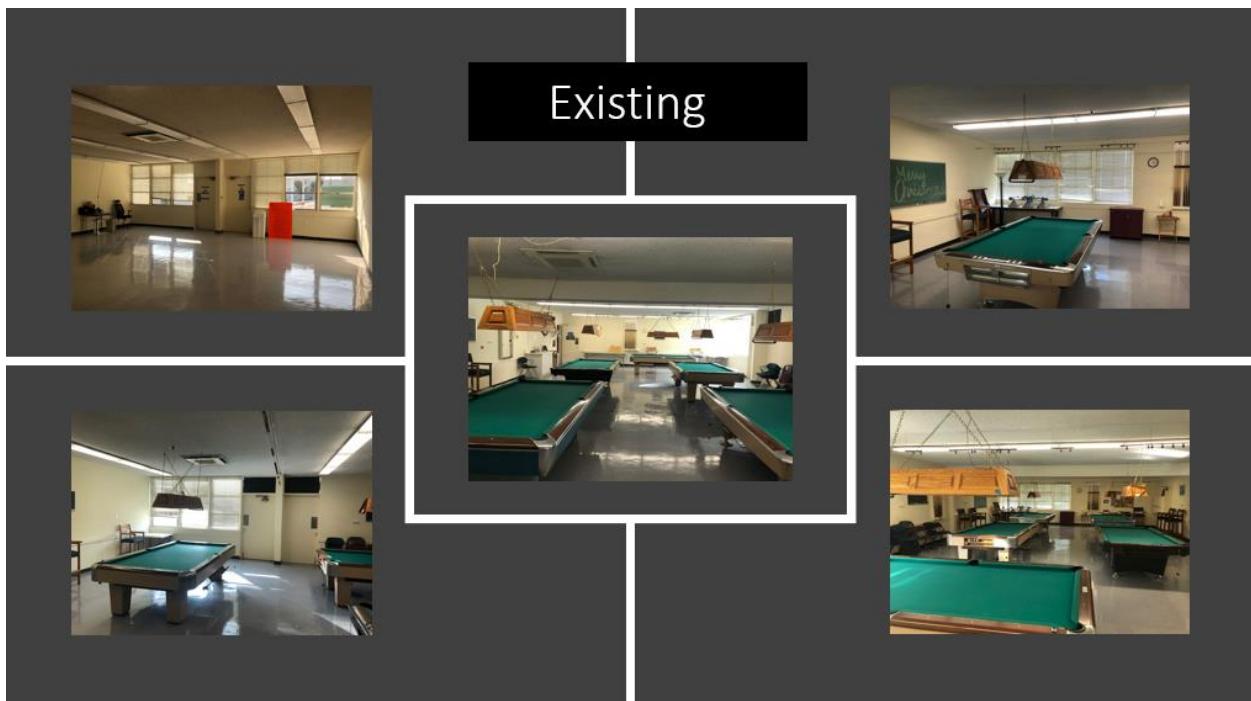
Renovation and enhancement of 2,222 square feet within CH2, commonly identified as, Pool and Card room.

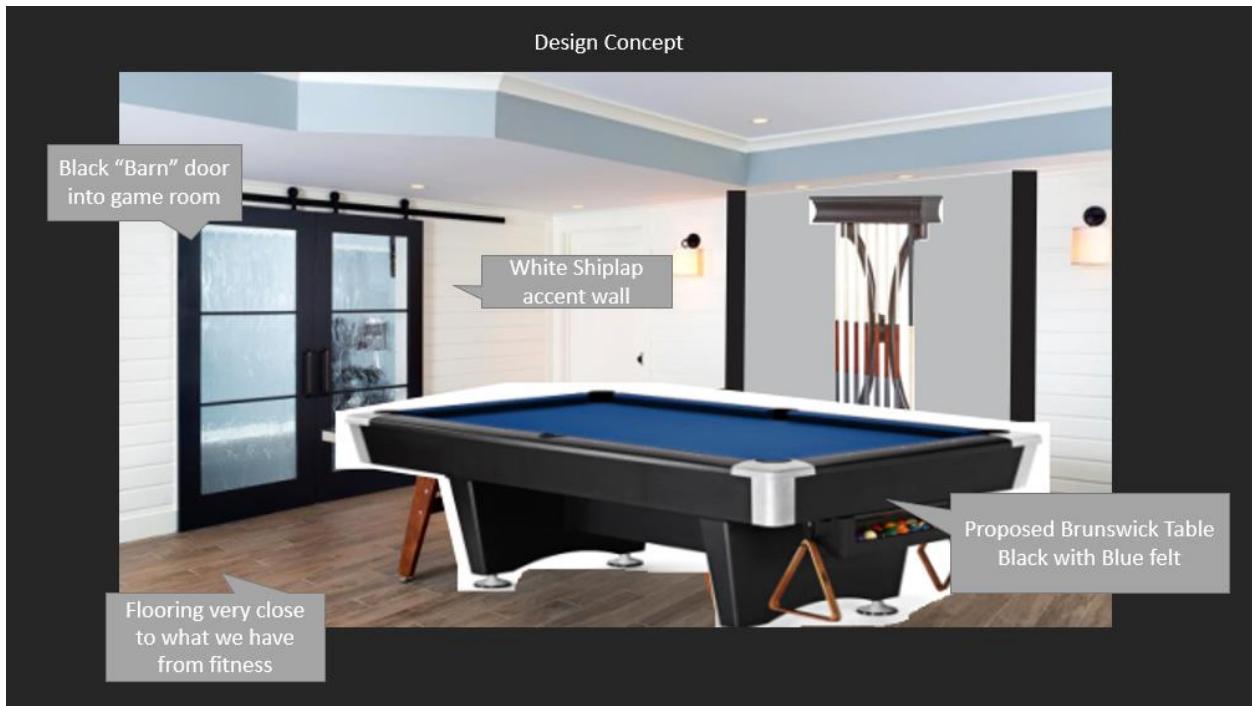


Proposed scope of work to include, but not be limited to:

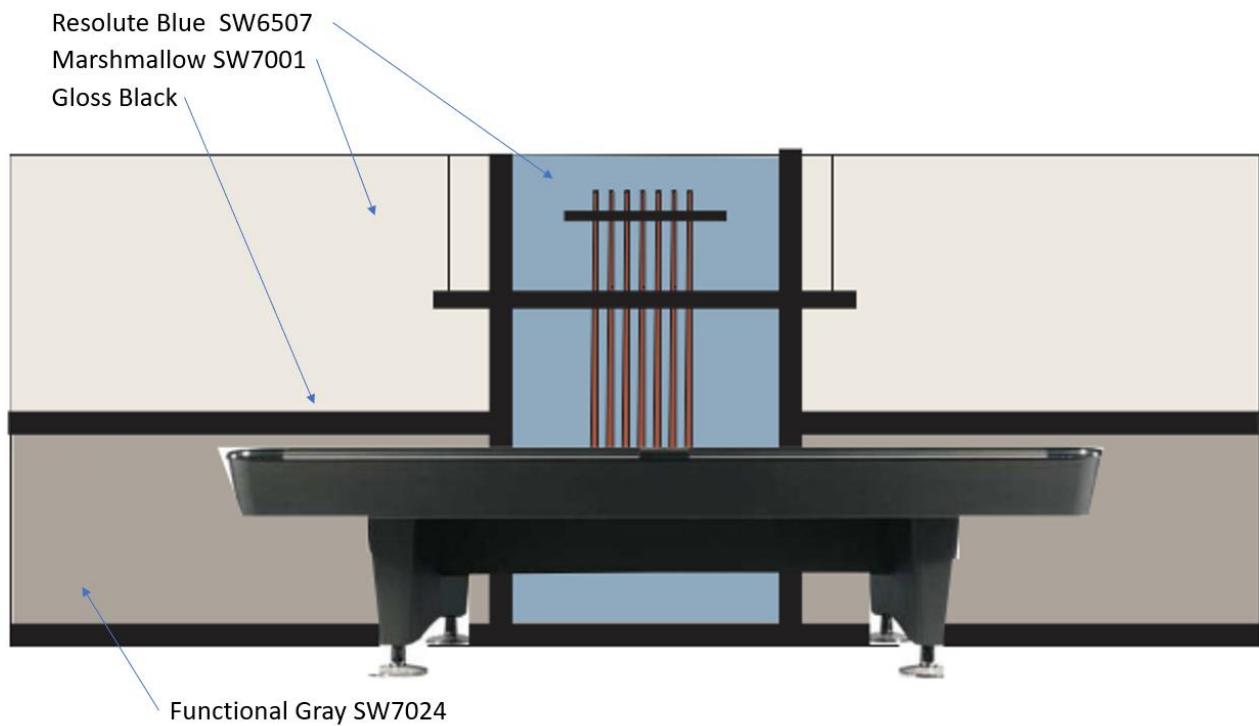
- Remediation of textured ceiling.
- Removal and replacement of exterior doors and windows with energy efficiency glass.
- Removal and replacement of all light fixtures with recessed energy efficient LED Lighting.
- Removal and replacement of flooring:
 - Pool room- vinyl flooring (repurpose flooring saved from the fitness expansion).
 - Multi use game area – carpet (GRF Standard).
 - Slab repairs as needed for flooring installation.
- Creating an opening between the two rooms for enhance group activities and adding a sliding door.
- Pool Area
 - Replacement of five 9-foot pool tables, with Brunswick Commercial Tables with ball return (Tables are over 40 years old)
 - Addition of one pool table (the area will support 6 tables)
 - Replacement of pool table lighting (TBD).
 - Replacement of cue racks (TBD).
 - Replacement or refinishing of chairs.
 - Replacement and addition of storage lockers
 - Replacement and addition of bulletin and chalk boards and wall art as needed.
 - Replacement/Addition of counters.
 - Addition of a public address and music system
 - Miscellaneous replacements and additions as needed to create a fully functional pool room.
- Game Area
 - Addition of a service counter with water.
 - Addition of game tables:
 - Bumper pool

- Skee-Ball
- Foose ball
- Air Hockey
- Shuffleboard table
- Video arcade table
- Dart Board
- Addition of a public address and music system.
- Large Screen (75") monitor and support equipment
- Seating area (table and chairs) as size allows.
- Replacement and addition of bulletin boards and wall art as needed.
- Miscellaneous replacements and additions as needed to create a fully functional multi use game room.
- Wi-Fi bandwidth increase

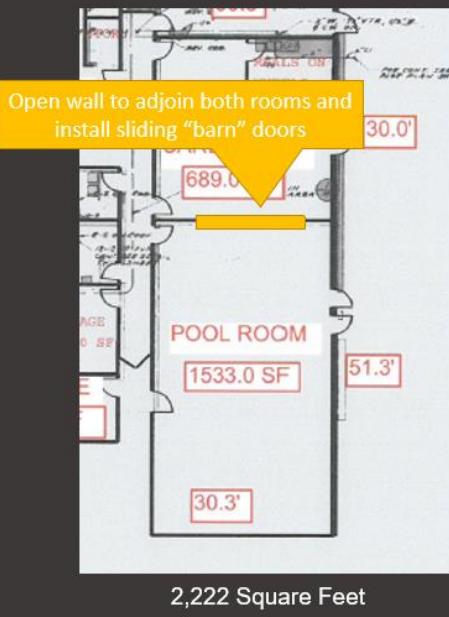




Color Pallet (ADRC approved colors)



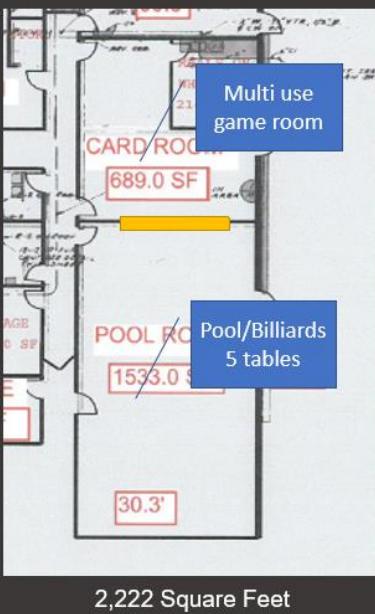
Area Under Consideration



Expand usage and function by opening the wall between the rooms



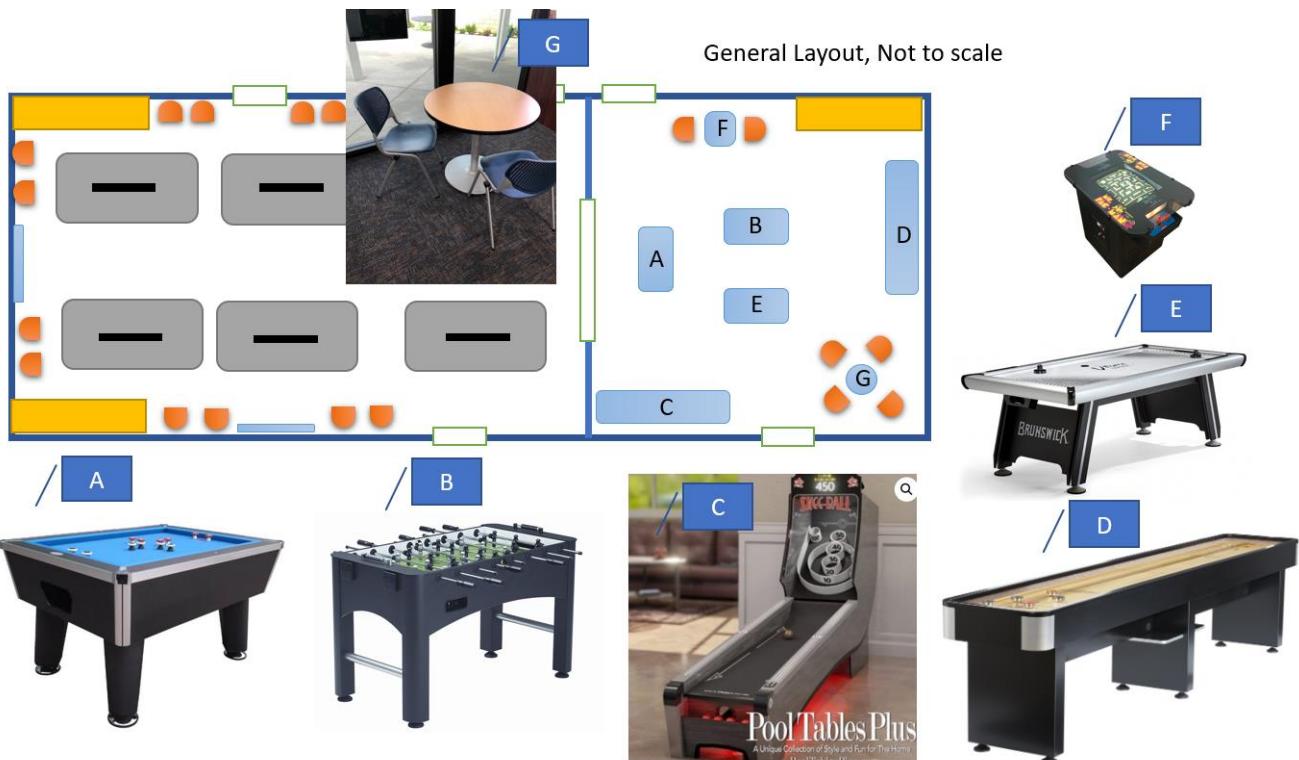
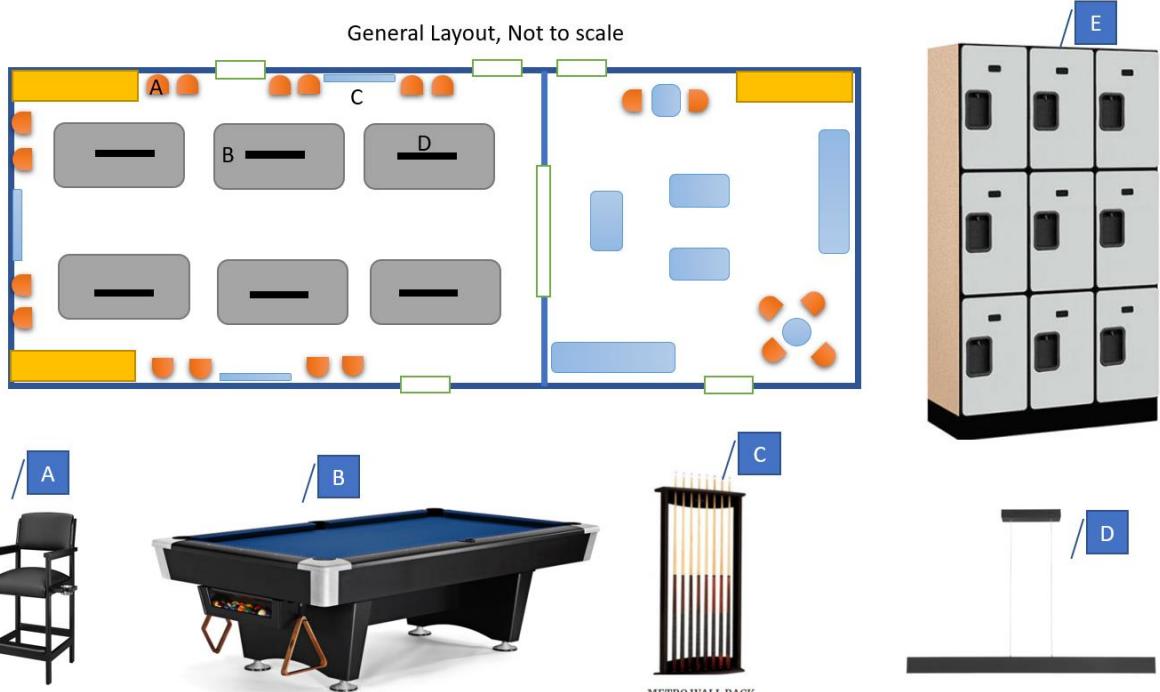
Area Under Consideration



General Game Table Concepts



Brunswick Commercial Table w/ Ball Return



Exterior



Exhibit B

Pool Room				
5	Brunswick Black Wolf Pro, 9ft, gully return, no decal, oceanside cloth	\$5,900	\$29,500	
5	Holm Matte Black LED Lights (Bellacor)	\$336	\$1,680	
14	Heritage Spector Chairs, Onyx (Legacy Billiards)	\$350	\$4,900	
6	Brunswick Metro Wall Rack	\$499	\$2,994	
2	Triple Tier, Gray (Global Industrial) with side panels	\$828	\$1,656	
1	Misc. supplies	\$2,000	\$2,000	
6	Table removal and relocation	\$500	\$3,000	
	Sub Total		\$45,730	
	Shipping (Estimated)		\$5,000	
	Tax		\$3,658	
	Total		\$54,388	
Game Room (New Assets Capital)				
1	Brunswick Delay II Shuffleboard table 9ft	\$2,500	\$2,500	
1	Brunswick Foosball	\$890	\$890	
1	Brunswick V-Force Air Hockey	\$1,300	\$1,300	
1	Bumper Pool Table , Bernel Bricker Pro Slate (American Super sports)	\$1,575	\$1,575	
1	Commercial Skee Ball (Pool Tables Plus)	\$3,995	\$3,995	
1	Arcade Table (Pool Tables Plus)	\$2,495	\$2,495	
1	Table and Chair sets (same as in golf lobby)	\$1,100	\$1,100	
1	Viper hideaway Dart Boar Cabinet (Amazon)	\$70	\$70	
6	Standard chairs for Pool room	\$150	\$900	
	Sub Total		\$14,825	
	Shipping (Estimated)		\$2,500	
	Tax		\$1,186	
	Total		\$18,511	
General Replacement of Assets or Components of Assets (Reserves)				
1	Remediation (Ceilings)	\$30,000	\$30,000	
1	Patch, Texture and Prime Ceiling	\$5,000	\$5,000	
1	Replace Pool Room Flooring (use existing materials)	\$7,500	\$7,500	
1	Replace Game room flooring (Carpet)	\$17,500	\$17,500	
50	Replace lighting (LED Can Lights)	\$50	\$2,500	
1	Patch and Paint	\$10,000	\$10,000	
1	Replace windows and exterior doors	\$25,000	\$25,000	
1	Replace interior doors	\$6,000	\$6,000	
1	Replace electrical as needed	\$2,000	\$2,000	
1	Misc. replacements and repairs to extend life	\$10,000	\$10,000	
1	Replace cabinets and tops	\$7,500	\$7,500	
	Sub Total		\$123,000	
	Contingency at 10%		\$12,300	
	Total		\$135,300	

General - Improvements and/or new assets, Capital		
1	Add Barn door	\$10,000
1	Brunswick Black Wolf Pro, 9ft, gully return, no decal, oceanside cloth	\$5,900
1	Holm Matte Black LED Lights (Bellacor)	\$336
1	Add Shiplap	\$2,500
1	Add Audio and Visual	\$5,000
1	Add cabinets Pool and Game room	\$5,000
1	Misc. additions (Bulletin Boards, Art, etc.)	\$4,000
	Game Room Equipment	\$18,511
	Sub total	\$51,247
	Contingency at 10%	\$5,125
	Total	\$56,372

Project, Total Funding Request		
Reserves	\$189,688	
Capital	\$74,883	

Reserve Study Analysis

1621	Shuffleboard Equipment - Replace	15	2	\$17,500
Clubhouse #2				
316	Sewer Ejection System - Replace	15	10	\$155,000
381	Pole Lights - Replace	20	0	\$4,900
370	Lg Interior Lights - Replace	20	0	\$12,000
465	Canopy - Replace	10	0	\$5,300
601	Carpet - Replace	10	0	\$19,500
603	Vinyl Flooring - Replace	20	0	\$71,000
605	Kitchen Tile Floor - Replace	40	39	\$11,000
608	Stage Hardwood Floor - Replace	40	0	\$9,050
610	Stage Hardwood Floor - Refinish	5	0	\$3,300
901	Kitchen Appliances - Replace	20	11	\$92,000
922	Theater Equipment - Replace	10	0	\$10,350
927	Billiard Rooms - Remodel	15	2	\$6,100
927	Billiard Tables - Replace	15	2	\$12,500
928	Woodshop Equipment	10	0	\$42,000
933	Piano - Replace	30	9	\$5,300
933	Piano (New) - Replace	30	27	\$5,300
950	CH2 Miscellaneous Replacement	20	0	\$660,000
951	Backstage Bathrooms - Refurbish	20	5	\$5,000
951	Bathrooms - Refurbish	20	5	\$17,500
1110	Interior Surfaces - Repaint	10	0	\$28,000
1115	Stucco - Repaint	10	0	\$11,000
1116	Wood Surfaces - Repaint	5	0	\$10,650
1150	Wood Surfaces - Repair	5	0	\$7,500
1308	Asphalt Shingle Roof - Replace	25	0	\$161,000
1330	Gutter System - Replace	25	0	\$16,500

Pool Room					
QTY	Item	\$ Each	Total		
6	Brunswick Black Wolf Pro, 9ft, guilty return, no decal, oceanside cloth	\$5,900	\$35,400	\$12,500	2 years left
6	Holm Matte Black LED Lights (Bellacor)	\$336	\$2,016		
14	Heritage Spector Chairs, Onyx (Legacy Billiards)	\$350	\$4,900		
6	Brunswick Metro Wall Rack	\$499	\$2,994		
2	Triple Tier, Gray (Global Industrial) with side panels	\$828	\$1,656		
1	Misc. supplies	\$2,000	\$2,000		
6	Table removal and relocation	\$500	\$3,000		
		Sub Total	\$51,966		
		Shipping (Estimated)	\$5,000		
		Tax	\$4,157		
		Total	\$61,123		
General (Reserves)					
				\$6,100	Billiard Room Remodel 2 years left
1	Remediation (Ceilings)	\$30,000	\$30,000		
1	Patch, Texture and Prime Ceiling	\$5,000	\$5,000		
1	Replace Pool Room Flooring (use existing materials)	\$7,500	\$7,500	\$71,000	In study at zero life left
1	Replace Game room flooring (Carpet)	\$17,500	\$17,500	\$19,500	In study at zero life left
50	Replace lighting (LED Can Lights)	\$50	\$2,500		
1	Patch and Paint	\$10,000	\$10,000		
1	Replace windows and exterior doors	\$25,000	\$25,000		
1	Replace interior doors	\$6,000	\$6,000		
1	Replace electrical as needed	\$2,000	\$2,000		
1	Misc. replacements and repairs to extend life	\$10,000	\$10,000		
1	Replace cabinets and tops	\$7,500	\$7,500		
		Sub Total	\$123,000		
		Contingency at 10%	\$12,300		
		Total	\$135,300		
				\$660,000	Misc replacement zero years left

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST – CLUBHOUSE THREE, CLUBHOUSE SIX
EXTERIOR PATIO AND MULTI USE AREAS AND MARQUEE,
PROFESSIONAL DESIGN SERVICES
DATE: FEBRUARY 2, 2021
CC: FILE

At the regularly scheduled meeting of the Recreation Committee on February 1, 2021, the Committee duly moved and approved to recommend to the GRF Board of Directors, the retention of professional landscape architectural services to provide design concepts for the modification and enhancement of the Trust property known as (Exhibit A):

- Clubhouse 3, South entrance patio.
- Clubhouse 3, Veterans Plaza parking area
- Clubhouse 6, East side patio
- Clubhouse 6, Parking lot, marquee

Professional design services to fully develop conceptual plans, by Mission Landscape Architecture for the four areas in consideration, are estimated not to exceed \$25,000. Scope of work includes, but is not limited to:

- Professional Landscape Architectural Services
- Preparing Concept plans for the landscape and hardscape, for the four locations noted.
- Kick off meeting – meeting with Recreation and Architectural Committee members to discuss:
 - Determination of the concept/idea space usage.
 - Establishment of specific design criteria, budget.
- Site Review
 - Measure, inventory and photograph existing conditions and site context.
- Concept Design Plan
 - Prepare a concept plan for each location.
- Details and Enlargement
 - Plans, illustrations, photographs to describe the plans in greater detail.
- Design Imagery
 - Show comparison of design to similar commercial use.

- Design Refinement
 - Meeting with client and allowance for two (2) rounds of refinements.
- Submission of final designs

Deliverables

- Existing landscape and hardscape plan exhibits.
- Landscape and hardscape concept plans.
- Details and enlargements of the concept plan.
- 3D rendering.
- Design imagery.
- Plant palette imagery.

Anticipated time to complete – four (4) to six (6) weeks.

At the February 12, 2021 meeting of the Finance Committee, the Committee determined sufficient Capital Funds, in an amount not to exceed \$25,000, are available.

I move to approve the retention of professional design services, by Mission Landscape Architecture, at an expense not to exceed \$25,000, Capital Funding. The Executive Director is authorized to indicate the proposed scope for Trust property commonly identified as:

Trust property known as (Exhibit A):

- Clubhouse 3, South entrance patio.
- Clubhouse 3, Veterans Plaza parking area
- Clubhouse 6, East side patio
- Clubhouse 6, Parking lot, marquee

All work products are to be in conjunction with applicable committee oversite with final concepts to be submitted to the Board for review and consideration.

Exhibit A



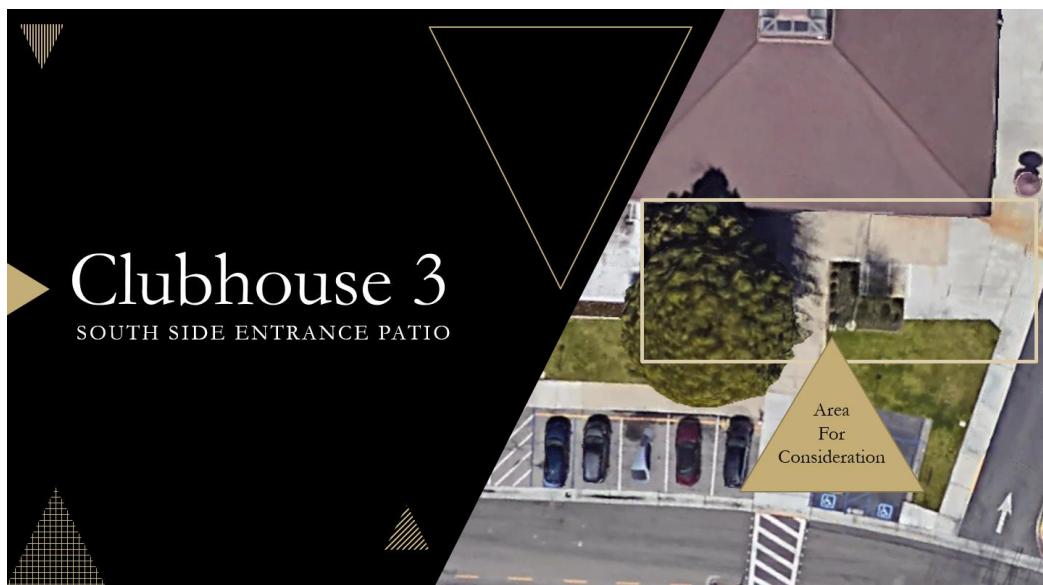
Planning for Our Future

Planning and building today to enhance life and lifestyle now and for future generations.

Professional Design Services

Development of conceptual plans for improvements and enhancements to Trust property identified as:

- Clubhouse 3, South entrance patio.
- Clubhouse 3, Veterans Plaza parking area
- Clubhouse 6, east side patio
- Clubhouse 6, parking lot, marquee



We are immediately drawn to certain outdoor seating areas: a table and chairs under shade for conversation and socializing.

Conceptual Improvements to develop the south side entrance of CH3 into a gathering location.

- Planning - retain the services of a qualified outdoor designer to design an environment conducive to gathering and social interaction.
 - Proposal for professional service to be presented at the next Physical Properties Committee meeting
- Key areas for consideration in the planning
 - Need to remove and replace large sections of the existing concrete.
 - Possibility in increasing the size of the area.
 - Ease of access (ADA compliance).
 - Shade
 - Addition of tables and chairs
 - Lighting
 - Creating a sense of space
 - Creating an atmosphere to encourage gathering.
 - Consideration for the addition of an exterior service counter

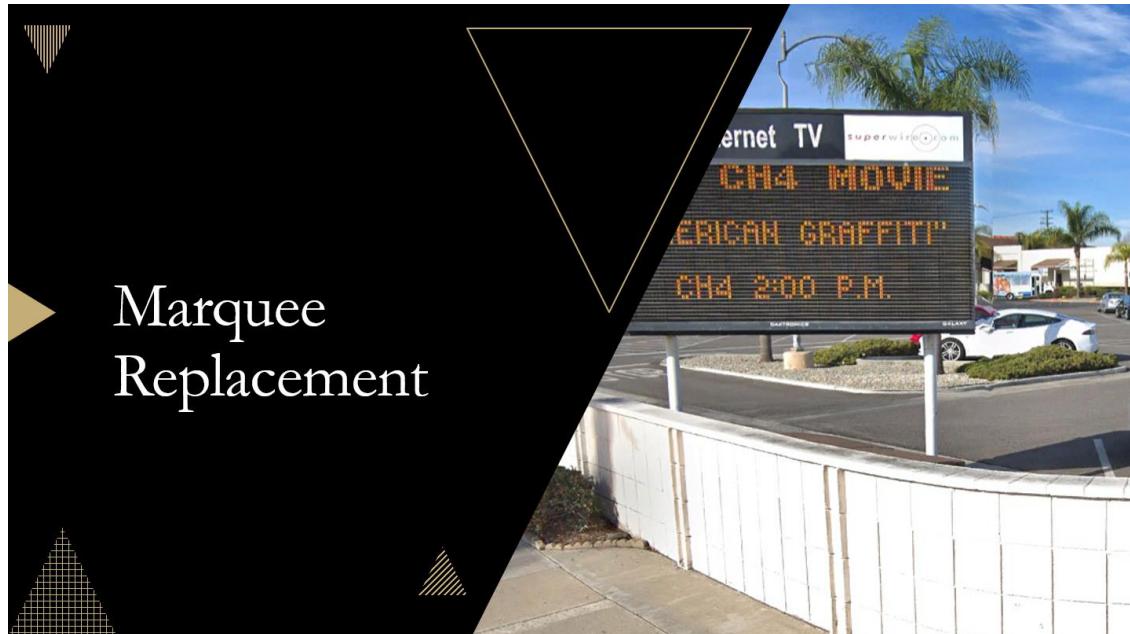


Veterans Plaza Parking





Marquee Replacement



New LED Marquee
and landscape

Design Concept



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: TEMPORARY USE OF TRUST PROPERTY, TAX PREPARATION
DATE: FEBRUARY 11, 2021
CC: FILE

At the February 1, 2021 meeting of the Recreation Committee, the Committee duly moved and approved to recommend to the Board the exclusive use of Trust property identified as Clubhouse Three, Knowledge and Learning Center, from March 1, 2021 to May 31, 2021, for the sole purpose of tax preparation service provided through the Golden Age Foundation.

Terms and conditions are outlined in the Lease Agreement (Exhibit A) and Golden Age Foundation Income Tax Program, Emergency Operational Procedures Draft (Exhibit B).

I move to approve the exclusive use of Trust property identified as Clubhouse Three, Knowledge and Learning Center, from March 1, 2021 to May 31, 2021, for the sole purpose of tax preparation services provided through the Golden Age Foundation, under the terms and condition of the Exhibits A and B and authorize the President to sign the temporary use lease agreement.

FINANCE**LEASE AGREEMENT – GOLDEN AGE FOUNDATION**1
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No. _____

This lease agreement is made on February 15, 2021 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Golden Age Foundation, a 501 (c) 3 philanthropic organization (hereinafter referred to as "**GOLDEN AGE**") who agrees as follows:

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20**1. OPENING CLAUSES**

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of the Knowledge and Learning Center in Clubhouse Three (3) building of 1143 square feet, located at 1421 Northwood Road (hereinafter the "Premises").
- b. **GOLDEN AGE** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **GOLDEN AGE** has examined the Premises and fully accepts its present condition.

21

2. TERM

The term of this lease shall be three (3) months commencing March 15, 2021 and shall expire May 31, 2021. GRF and/or **GOLDEN AGE** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

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3. ANNUAL RENTAL AND TAXES

GRF hereby waives the customary lease fee in consideration of the good and valuable service **GOLDEN AGE** purports to offer to GRF Members, in the form of income tax preparation, gratis.

34

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

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4. USAGE

GOLDEN AGE wishes to lease this space for the purposes of providing volunteers to prepare income tax returns at no charge which benefits the shareholder/members.

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GOLDEN AGE's use of the Premises as provided in this Agreement shall be in accordance with the following:

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

- a. **GOLDEN AGE** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times _____. (initials)
- b. **GOLDEN AGE** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. **GOLDEN AGE** shall comply with the **GOLDEN AGE's** Bylaws attached to this Agreement and shall include a resolution from the **GOLDEN AGE's** Board of Directors to enter this agreement.
- d. **GOLDEN AGE** shall comply with all of the regulations and rules of **GOLDEN AGE's** use of the Premises including, without limitation, the obligation, at **GOLDEN AGE's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **GOLDEN AGE** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **GOLDEN AGE** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **GOLDEN AGE's** personal property and equipment stored at the Premises.
- g. **GOLDEN AGE** shall procure any and all permits required by law to operate the business of **GOLDEN AGE** at the Premises.

5. DISCLAIMER

GOLDEN AGE agrees, all acts by **GOLDEN AGE**, are as a fully independent corporation and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **GOLDEN AGE**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **GOLDEN AGE** shall be liable for any damage to the Premises resulting from the acts or omissions of **GOLDEN AGE**, its members, guests or any of its authorized representatives _____. (Initials)
- b. **GOLDEN AGE** shall not make any alterations to the Premises during the term of this lease.

FINANCE**LEASE AGREEMENT – GOLDEN AGE FOUNDATION**

- c. **GOLDEN AGE** shall return the Premises to the original condition and is solely responsible for any damage to GRF equipment caused by its volunteers, officers, guests, or assigns.
- d. It is expressly understood between the parties that GRF shall not be responsible for any damage to **GOLDEN AGE** equipment.
- e. At the request of **GOLDEN AGE**, GRF is providing an ethernet connection. **GOLDEN AGE** is responsible for all required cyber security measures and will hold GRF harmless for any compromise, loss, or other damage to data.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The Premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **GOLDEN AGE** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **GOLDEN AGE's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **GOLDEN AGE's** use of the Premises.

Any **GOLDEN AGE** activity which may require special insurance not mentioned herein will be maintained by **GOLDEN AGE** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

GOLDEN AGE shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

Any dissolution, merger or consolidation of **GOLDEN AGE** shall be deemed an involuntary assignment and shall constitute a default of **GOLDEN AGE**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **GOLDEN AGE**.

No interest of **GOLDEN AGE** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **GOLDEN AGE**.

- a. Failure to comply with specific provisions herein pursuant to Emergency Operational Procedures for conducting business on trust property during the Covid-19 pandemic and attached hereto (**Exhibit A**).
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **GOLDEN AGE**. If a default cannot reasonably be cured within thirty (30) days, **GOLDEN AGE** shall not be in default of this Agreement if **GOLDEN AGE** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **GOLDEN AGE** perform the provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **GOLDEN AGE** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **GOLDEN AGE's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **GOLDEN AGE** shall terminate this Agreement.
- c. GRF, at any time after **GOLDEN AGE** commits a default, can cure the default at **GOLDEN AGE's** cost. If GRF at any time, by reason of **GOLDEN AGE's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **GOLDEN AGE** shall be due immediately from **GOLDEN AGE** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

FINANCE**LEASE AGREEMENT – GOLDEN AGE FOUNDATION****11. RIGHT OF ENTRY**

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **GOLDEN AGE** is complying with its obligations under the Agreement_____. (Initials)

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

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

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **GOLDEN AGE** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **GOLDEN AGE** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **GOLDEN AGE**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

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

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the

FINANCE

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

parties, their successors and assigns. This Agreement does not create any rights in any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION

 President (Signature)

 Print

 Date

 Mailing Address
GOLDEN AGE FOUNDATION

 President (Signature)

 Print

 Date

 Mailing Address

Attachments:

1. **GOLDEN AGE** Bylaws
2. **GOLDEN AGE** Resolution

Document History

Reviewed: xxxxx

Keywords:	Lease	Golden	Recreation	Tax Program
	Agreement	Age		
		Foundation		

Golden Age Foundation Income Tax Program - Emergency Operational Procedures Draft

The following procedure has been expanded pursuant to regulations recommended by the CDC, State of California, and Orange County and incorporates guidelines for at risk senior communities in particular for indoor activities in venues such as clubhouses.

Golden Age Foundation, a duly authorized 501c3 non-profit organization and approved GRF organization has historically provided tax preparation at no charge to GRF Members in clubhouse space assigned by the Recreation Department. Due to Covid-19 restrictions, emergency operational procedures have been developed to support this program in 2021 with the assistance of AARP who co-sponsors this service.

Phase Three Clubhouse Rules

1. Facilities

- Members will make an appointment with Golden Age Foundation (GAF). No more than four (4) appointments per hour will be booked
- GRF will grant use of trust property known as the Knowledge and Learning Center for a maximum of four (4) GAF volunteer Tax Aides at a time
- Use of these facilities will commence on March 1, 2021 and terminate no later than May 31, 2021
- Usage is restricted to three (3) business days weekly for four (4) hours per day

2. Monitoring of Health and Safety Protocols

- Staff will monitor use of face masks and social distancing

3. Safety Requirements

- All touch points will be minimized wherever possible.
- Activity should always be in line with the federal government's advised social distancing measures (defined by the CDC as keeping a minimum of 6 feet apart), including when arriving at and departing from the Clubhouse
- Individuals should wash hands (for 20 seconds or longer) with soap and water or use hand sanitizer prior to entering the facility
- If any person is exhibiting any symptoms of the coronavirus, please do not enter the facility: mild to severe respiratory illness with fever, cough and difficulty breathing, or other symptoms identified by the CDC; have been in contact with someone with COVID-19 in the last 14 days; or are a vulnerable individual.

4. Reservations

- The following information is provided by GAF under AARP guidelines:
 - After the taxpayer schedules an appointment, they will be sent IRS Form 13614-C, Intake/Interview and Quality Review Sheet, IRS Form 14446, and an Instruction sheet. Form 14446, Virtual VITA/TCE Taxpayer Contact, explains the process of preparing the return and gives GAF authorization to scan their documents
 - GRF will provide outdoor seating on the patio adjacent to the Center for the Intake Volunteer to accept documents from the Member
 - The Intake Volunteer will scan the documents inside the facility and forward them to the Tax-Aide (volunteer preparer) working remotely
 - Inquiries by the Tax-Aide to the Member will be conducted by telephone or internet meetings.

- When the taxpayer returns the following week, a Tax-aide will review a printed copy of the return with them and obtain the required signatures.
 - This meeting will be conducted at the space provided outside the Center on the adjacent patio
 - Social distancing and masks will be maintained at all times
 - In inclement weather, during Phases 2 and 3, a maximum of two (2) Member-Taxpayers may enter the Center to conduct business with the Tax-Aide for a period of up to 15 minutes, at a minimum distance of 6 feet
 - During Phase 4, Member Taxpayers may be permitted to conduct all business with the Tax Aide inside the facility with a maximum of 4 taxpayers at a time
5. All touch points wherever practical must be eliminated.
- Drinking fountains will be turned off. Members must bring their own water.
 - All common-area chairs and tables will be removed until Phase 4, exclusive of outdoor seating for the intake and document signing meetings
6. Restrooms
- Use of restrooms is limited to 2 persons per restroom at a time. Hand washing prior to and after use is required.
7. End of Reservation
- Members must leave the immediate area to avoid congregation in the patio or parking areas
8. The custodial contractor will sanitize the area at regular intervals
9. Rules of Etiquette
- Any member, who is loud, uses offensive language, demonstrates offensive or violent behavior, uses profanity, is bothersome to other members/employees, behaves otherwise in an unbecoming manner, or who is cited for an infraction of the policies or violations of the code of conduct, may be suspended or terminated from use of any amenity.
10. GRF reserves the right to revoke this special use of trust property at any time at the discretion of the Executive Director.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** ADOPT 80-5580-1, ENTRY PASSES - RULES
DATE: FEBRUARY 11, 2021
CC: FILE

At its work study meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to adopt 80-5580-1, Entry Passes – Rules.

I move to adopt 80-5580-1, Entry Passes – Rules, setting forth the requirement that all motor vehicles, bicycles, and pedestrians entering Leisure World Seal Beach present or obtain valid and current authorization for entry, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

SECURITY

Entry Passes – Rules

1 **1. PURPOSE**

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

8 **2. DISPLAY**

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

14 **2.1.** An AUTHORIZED RESIDENT is a:

- 15 **2.1.1.** RESIDENT MEMBER/OWNER (RMO) who is currently not leasing
 their Leisure World Seal Beach (LWSB) UNIT;
- 17 **2.1.2.** RENTER/LESSEE (R/L) who has been approved by Golden Rain
 Foundation (GRF) Stock Transfer and the R/L's Mutual to reside in a
 LWSB residence;
- 20 **2.1.3.** Co-occupant who has been authorized to reside in a LWSB residence; or
- 21 **2.1.4.** QUALIFIED PERMANENT RESIDENT (QPR).

22 **2.2.** For an AUTHORIZED RESIDENT's MOTOR VEHICLE, the authorization will
 23 be in the form of an authorized GRF windshield decal assigned to the vehicle.

24 **2.3.** A VISITOR, SERVICE PROVIDER or CONTRACT WORKER must display the
 25 entry pass authorization on the vehicle's dashboard so to be visible through the
 26 windshield.

27 **2.4.** An AUTHORIZED RESIDENT temporarily operating a VEHICLE (such as a
 28 rental car) without a GRF windshield decal, must display a GRF-issued entry
 29 pass authorization from the Security Department, on the vehicle's dashboard
 30 so to be visible through the windshield.

31 **2.5.** If the VEHICLE or equipment does not have a dashboard, the entry pass
 32 authorization should be securely taped to the vehicle.

33 **2.6.** ANY AUTHORIZED RESIDENT who enters LEISURE WORLD SEAL BEACH
 34 as a PEDESTRIAN, or operating a BICYCLE or MOBILITY SCOOTER, must
 35 present a duly authorized GRF identification card.

36 **2.7.** A VISITOR or CONTRACT WORKER who enters LEISURE WORLD SEAL
 37 BEACH as a PEDESTRIAN, or operating a BICYCLE or MOBILITY SCOOTER,
 38 must present a valid entry pass or a GRF Identification card.

40 **3. TRANSFER RIGHTS**

42 **3.1.** RESIDENT MEMBER/OWNERS (RMO) and Mutual Seventeen MEMBER/
 43 OWNERS eligible for entry passes under the provisions of 80-5580-3 may
 44 assign their four (4) annual GRF-issued entry passes assigned to their unit to
 45 individuals they choose.

SECURITY

Entry Passes – Rules

- 46 **3.2.** R/Ls must call their visitors in.
47 **3.3.** No VISITOR or CONTRACT WORKER may assign any other form of entry pass
48 or parking authorization to a VEHICLE or a person other than to the VEHICLE or
49 person initially authorized to receive it.

50

51 **4. LIMITATIONS**

52

- 53 **4.1.** The photocopying or duplicating of any GRF authorized pass by any person can
54 be construed as the unlawful taking of property and is strictly prohibited.
55 **4.2.** Any PERSON who presents a photocopied or counterfeit GRF pass for entry into
56 LEISURE WORLD SEAL BEACH may be referred for civil or criminal action for
57 making a false representation.

58

Document History

Adopted: XX XXX 21

Keywords: Entry Pass Caregiver Service Providers Contractor Display

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** ADOPT 40-5580-2, ENTRY PASSES - FEES
DATE: FEBRUARY 11, 2021
CC: FILE

At its work study meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to adopt 40-5580-2, Entry Passes – Fees.

I move to adopt 40-5580-2, Entry Passes – Fees, setting forth the entry pass fee structure for member/owners, contract workers, vendors, caregivers, real estate, and escrow firm representatives. The fee structure for replacement is also stated, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

SECURITY

Entry Passes – Fees

1 **1. NO FEES**

- 4 **1.1.** Initial issuance of annual entry passes for MEMBERS/OWNERS in residence in
 5 the unit and Mutual Seventeen MEMBER/OWNERS eligible for entry passes under
 6 the provisions of 80-5580-3.
 7 **1.2.** Passes issued to contract workers, vendors, and caregivers.
 8 **1.3.** Renter/Lessees will not be issued annual entry passes.

11 **2. FEES**

- 13 **2.1.** Real Estate or Escrow Firm Representatives
 14 Quarterly service passes are **\$30.00**.

16 **3. LOSS OF PASS**

- 18 **3.1.** Caregiver
 19 A lost CAREGIVER pass may be replaced for a **\$20.00** fee, per occurrence.

- 21 **3.2.** Real Estate or Escrow Firm Representatives
 22 A lost pass may be replaced for **\$50.00**. If the pass is lost a second time, a **\$75.00**
 23 fee is charged.

25 **4. REVIEW**

27 All fees are reviewed on an annual basis.

28 **Document History**

Adopted: XX XXX 21

Keywords:	Fees	Pass	Caregiver	Real Estate	Loss
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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: ADOPT 80-5580-3, ENTRY PASSES - PROCEDURES
DATE: FEBRUARY 11, 2021
CC: FILE

At its work study meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to adopt 80-5580-3, Entry Passes – Procedures.

I move to adopt 80-5580-3, Entry Passes – Procedures, setting forth the procedures for entry, service, and short-term pass issuance. Also included is the expiration schedule of passes as well as pass formatting procedures, as presented.

SECURITY

Entry Passes – Procedures

1 2. **AUTHORIZATION**

3 4 5 6 7 The Executive Director, or individual Directors of the Golden Rain Foundation (GRF)
 departments designated in this document, are authorized to issue annual entry passes,
 semi-annual and quarterly service passes, and short-term passes. A record of these
 passes will be maintained in the offices by which they were issued.

8 9. **ENTRY PASSES**

- 10 11. GRF is authorized to mail four (4) ANNUAL ENTRY PASSES per residential unit
 in the yearly payment coupon package in December during each calendar year to:
- 12 13. 2.1.1. Each RESIDENT MEMBER/OWNER.
- 14 15. 2.1.2. Each Mutual Seventeen (MT17) MEMBER/OWNER who is still contracted
 in a lease agreement with a RENTER/LESSEE (R/L) entered into prior to
 January 1, 2021.
- 16 17. 2.2. An RMO is authorized to designate six (6) people for preferred entry passes for
 their unit by contacting the Security Department.
- 18 19. 2.3. Any RESIDENT is authorized to designate additional people for daily entry passes
 by contacting the Security Department.
- 20 21. 2.4. Any RESIDENT is authorized to designate service/delivery people for time-limited
 entry passes by contacting the Security Department.
- 22 23. 2.5. Any RESIDENT can designate people to be placed on a “Do Not Admit” list with
 the Security Department.

24 25. **SERVICE PASSES**

26 27 28 29 30 31 The Executive Director and-directors of the GRF's various departments are authorized to
 issue passes of a duration not to exceed the current calendar year to those vendors,
 legally contracted personnel and caregivers providing services to GRF, its AUTHORIZED
 RESIDENTS and the Mutual Boards.

32 33. **3.1. Contractors and Vendors**

34 35 The Physical Property and Recreation departments may issue quarterly service
 passes to those contractors and vendors who supply:

- 36 37. 3.1.1. Documentation of their proper licensing to operate IN LEISURE WORLD
 SEAL BEACH.
- 38 39. 3.1.2. Documentation of insurance coverage to operate IN LEISURE WORLD
 SEAL BEACH.
- 40 41. 3.1.3. A written list of all names of the persons receiving the passes.

SECURITY

Entry Passes – Procedures

42 **3.1.4.** A valid driver's license for all personnel expected to operate MOTOR
 43 VEHICLES IN LEISURE WORLD SEAL BEACH.

44 **3.2.** The Stock Transfer department may issue entry passes during business hours to
 45 those who supply:

46 **3.2.1.** Legal documentation of their authority to act on behalf of an RMO or
 47 AUTHORIZED RESIDENT.

48 **3.2.2.** A valid photo identification card issued by a governmental agency.

49 **3.3.** Employees of the Leisure World Health Care Center.

50 The Stock Transfer department may issue quarterly service passes to those who
 51 provide:

52 **3.3.1.** Valid and current documentation of Health Care Center employment.

53 **3.3.2.** A valid state-issued photo identification card.

54 **3.4.** Real Estate Agents

55 The Stock Transfer department may issue quarterly service passes to agents of
 56 real estate firms and escrow companies who:

57 **3.4.1.** Submit a written request on the firm's letterhead identifying the pass for
 58 a specific individual.

59 **3.4.2.** Present the applicant's valid and current photo ID card issued by a
 60 government agency.

61 **3.4.3.** Present themselves in person at the Stock Transfer Office to be
 62 photographed.

63 **3.4.4.** Pay the required fee (See 80-5580-2).

64 **3.5.** Caregivers

65 The Executive Director or Mutual Administration Director is authorized to issue
 66 quarterly CAREGIVER passes.

67 **3.5.1.** In compliance with the sponsoring AUTHORIZED RESIDENT's Mutual
 68 Policy 7557.

69 **3.5.2.** After paying any fee required under 40-3182-2.

4. SHORT-TERM PASSES

70 The Executive Director or Security Department is authorized to issue a VISITOR
 71 admittance pass of up to 72-hours duration upon the request of a GRF M/O or an
 72 AUTHORIZED RESIDENT.

SECURITY

Entry Passes – Procedures

84 5. EXPIRATION OF PASSES

- 85
- 86 5.1. Annual entry passes are valid until December 31 in the year in which they were
87 issued.
- 88 5.2. **Quarterly** service passes will expire on March 31, June 30, September 30 and
89 December 31 in the quarter in which they were issued.
- 90 5.3. Short-term entry passes will expire at noon on the expiration date listed on the
91 pass.
- 92

93 6. FORMAT

- 94
- 95 6.1. Annual entry passes will be produced with a different color for each succeeding
96 year in the same wallet size as GRF MEMBER identification cards. The mutual
97 and unit number to which each pass was issued shall be printed or written on the
98 front of the pass.
- 99 6.2. Quarterly service passes will be designated by four different colors each year, and
100 shall expire on the final day of March, June, September and December of the
101 quarter in which they are issued. Entry access passes for CONTRACTORS,
102 VENDORS and CAREGIVERS will be produced with a different color for each
103 succeeding year so current passes can be easily identified.
- 104 6.3. Passes intended for real estate and escrow firm representatives shall display a
105 photograph of the recipient.
- 106 6.4. Short-term passes shall display the date of issuance, its expiration date and time,
107 and the mutual and residential unit number of the GRF AUTHORIZED RESIDENT
108 requesting the pass. **The color of paper on which short-term passes are printed**
109 **should be routinely changed to discourage counterfeited passes and other**
110 **unauthorized entry into LEISURE WORLD SEAL BEACH.**
- 111
- 112

Document History

Adopted: XX XXX 21

Keywords:	Gate Pass	Annual Pass	Pass Expiration	Service Pass
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113



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** ADOPT 80-1930-1, TRAFFIC - RULES
DATE: FEBRUARY 11, 2021
CC: FILE

At its work study meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to adopt 80-1930-1, Traffic - Rules.

I move to adopt 80-1930-1, Traffic – Rules, setting forth traffic rules and regulations, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

SECURITY

Traffic – Rules

1
2 The following Traffic Rules and Regulations are enforced and are applicable to all
3 PEDESTRIANS and persons operating MOTOR VEHICLES, GOLF CARTS, MOBILITY
4 SCOOTERS or BICYCLES on any property managed by the Golden Rain Foundation (GRF).
5

6 MEMBER/OWNERS (M/O) are solely responsible for the actions or omissions by any
7 RENTER/LESSEE (R/L), VISITOR, CAREGIVER or CONTRACTOR whose entry into
8 LEISURE WORLD SEAL BEACH they have authorized, as well as any persons who have
9 entered Leisure World Seal Beach through their R/L's authorization. Therefore, the M/O is
10 responsible for any fines and penalties associated with their unit that are imposed by GRF.
11

1. LICENSING REQUIREMENTS

14 1.1. For MOTOR VEHICLES: Any person IN LEISURE WORLD SEAL BEACH
15 operating a MOTOR VEHICLE, as defined in the California Vehicle Code, shall be
16 required to have a valid driver's license in their possession.

18 1.1.1. All MOTOR VEHICLES operated in LEISURE WORLD SEAL BEACH
19 must display current state-issued license plates and carry valid
20 registration papers.

22 1.2. For GOLF CARTS and LOW SPEED VEHICLES (LSVs):

24 1.2.1. GRF AUTHORIZED RESIDENTS are not required to possess a driver's
25 license to operate a GOLF CART or LSV IN LEISURE WORLD SEAL
26 BEACH.

27 1.2.2. Any VISITOR operating a GOLF CART or LSV IN LEISURE WORLD
28 SEAL BEACH must possess a valid state-issued driver's license, be 16
29 years of age or older, and be accompanied by an AUTHORIZED
30 RESIDENT.

2. DECAL REQUIREMENTS

34 2.1. For MOTOR VEHICLES:

36 2.1.1. Each MOTOR VEHICLE owned by an AUTHORIZED RESIDENT must
37 display a valid GRF-issued decal on the front windshield or a valid entry
38 pass on the dashboard.

39 2.1.2. Except for R/Ls, an AUTHORIZED RESIDENT motor vehicle decal is
40 valid for up to two (2) years, or the month and year when the
41 AUTHORIZED RESIDENT's driver's license expires, whichever is
42 sooner.

43 2.1.3. An R/L's decal expires concurrently with the lease.
44

SECURITY

Traffic – Rules

45 **2.2. For GOLF CARTS and LSVs (Low-Speed Vehicles):**

46
47 Each GOLF CART or LSV operated or parked by an AUTHORIZED RESIDENT in
48 LEISURE WORLD SEAL BEACH must display a valid GRF-issued decal. Except
49 for R/Ls an AUTHORIZED RESIDENT's golf cart or LSV decal is valid for two (2)
50 years.

51
52 An R/L's decal expires concurrently with the lease.

53 **2.3. For BICYCLES and ELECTRIC BICYCLES:**

54
55 AUTHORIZED RESIDENTS may obtain and display a GRF-issued decal on their
56 BICYCLE or ELECTRIC BICYCLE to assist in gate access and in faster recovery
57 if lost or stolen.

58 **3. AREAS OF AUTHORIZED USE FOR MOTOR VEHICLES**

59 **3.1. MOTOR VEHICLES** may only be operated on streets, driveways, and designated
60 parking areas designed for such use.

61 **3.2. GOLF CARTS, LSVs, BICYCLES and MAINTENANCE MOTOR VEHICLES.**

62 **3.2.1. GOLF CARTS, LSVs, all forms of BICYCLES, AND MAINTENANCE**
63 **MOTOR VEHICLES** can be operated on all roadways IN LEISURE
64 WORLD SEAL BEACH, and are subject to the respective traffic and
65 safety codes and the provisions of this document pertaining to the specific
66 conveyance.

67 **3.2.2. OPERATION ON SIDEWALKS:**

68 **3.2.2.1. Operating a GOLF CART, or LSV less than 48 inches in width,**
69 on a sidewalk or walkway is permissible only from the point of
70 origin to the nearest driveway or place of exit to the street.

71 **3.2.2.2. Operating an LSV more than 48 inches in width is prohibited**
72 on all walkways and sidewalks.

73 **3.2.2.3. BICYCLES and MOBILITY SCOOTERS may be operated on**
74 all walkways and sidewalks in a safe manner under 5 miles per
75 hour.

76 **3.2.2.4. MOTORIZED and ELECTRIC BICYCLES, while under**
77 powered-operation, may not be operated on sidewalks.

78 **3.2.2.5. GRF VEHICLES, GOLF CARTS, or LSVs, when utilized by**
79 GRF EMPLOYEES and THIRD PARTY CONTRACTORS to
80 provide services to LEISURE WORLD SEAL BEACH Mutual
81 Corporations, are permitted to travel on sidewalks, lawns, and
82 walkways, as necessary.

SECURITY

Traffic – Rules

89

4. **PROHIBITED FROM USE IN LEISURE WORLD SEAL BEACH**

90

- 4.1. Powered vehicles not licensed for street use, other than:
 - 4.1.1. GOLF CARTS or LSVs under 48 inches wide.
 - 4.1.2. MOBILITY SCOOTERS.
 - 4.1.3. ELECTRIC BICYCLES, while using pedaled propulsion.
- 4.2. Any MOTOR VEHICLE whose entry into the Community was not authorized by GRF, one of the Mutual Boards, or an AUTHORIZED RESIDENT.
- 4.3. Any motor vehicle without current state-issued license plates or not carrying valid registration.
- 4.4. Vehicles designed to carry 12 or more passengers, unless approved for loading or offloading passengers with approval from the Security Department or Recreation Department.
- 4.5. Roller skates, roller blades, skateboards, Segways or similar unpowered or powered vehicles.

100

5. **SAFETY RULES SPECIFIC TO LEISURE WORLD SEAL BEACH**

101

5.1. GOLF CARTS and LSVs

102

- 5.1.1. GOLF CARTS and LSVs operated IN LEISURE WORLD SEAL BEACH between dusk and dawn must have working headlights, brake lights, and directional signals.
- 5.1.2. GOLF CARTS and LSVs operated during rain or other precipitation must have working wiper blades.
- 5.1.3. GOLF CARTS and LSVs shall be operated on sidewalks at no speed greater than 5 miles per hour.
- 5.1.4. GOLF CARTS and LSVs must yield the right of way to all PEDESTRIANS, BICYCLES and MOBILITY SCOOTERS.

103

5.2. BICYCLES and MOBILITY SCOOTERS

104

- 5.2.1. BICYCLES and ELECTRIC BICYCLES shall be operated on sidewalks at no speed greater than 5 miles per hour.
- 5.2.2. BICYCLES and ELECTRIC BICYCLES are not allowed within Trust buildings.
- 5.2.3. BICYCLES and ELECTRIC BICYCLES must yield the right of way to all PEDESTRIANS and MOBILITY SCOOTERS.

105

5.3. PEDESTRIANS and MOBILITY SCOOTERS in ROADWAYS

106

- 5.3.1. The driver of a MOTOR VEHICLE or BICYCLE shall yield the right of way to a PEDESTRIAN.

SECURITY

Traffic – Rules

133 **5.3.2.** A person operating a MOBILITY SCOOTER on a sidewalk must yield the
 134 right of way to all PEDESTRIANS upon the sidewalk.
 135

136 **6. REPORTING ACCIDENTS:**

- 138 **6.1.** The driver of any type of vehicle involved in any kind of accident resulting in death
 139 or injury to any person or animal shall immediately stop and call 911. The driver
 140 then must notify the Security Department immediately.
 141 **6.2.** The driver of any vehicle involved in any accident resulting in damages to any
 142 property shall notify the LEISURE WORLD SEAL BEACH Security Department
 143 immediately.

144 **MUTUAL CONCURRENCE**

One:	Nine:
Two:	Ten:
Three:	Eleven:
Four:	Twelve:
Five:	Fourteen:
Six:	Fifteen:
Seven:	Sixteen:
Eight:	Seventeen:

Document History

Adopted: XX XXX 21

Keywords:	Traffic	Rules	Licensing	Decal	Motor Vehicle
	Pedestrian				

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: ADOPT 80-1930-3, TRAFFIC - PROCEDURES
DATE: FEBRUARY 11, 2021
CC: FILE

At its work study meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to adopt 80-1930-3, Traffic - Procedures.

I move to adopt 80-1930-3, Traffic – Procedures, setting forth the procedures to obtain a GRF decal for a motor vehicle, golf car/low speed vehicle, and bicycle, as presented.

SECURITY

Traffic – Procedures

- 1 1. To obtain a GRF decal, the AUTHORIZED RESIDENT and MOTOR VEHICLE must be present at the Security Office, and submit the following documentation:
- 2 1.1. Current vehicle registration in the AUTHORIZED RESIDENT's name as an owner of the vehicle.
- 3 1.2. Current GRF-issued AUTHORIZED RESIDENT identification card.
- 4 1.3. Documentation of current vehicle insurance.
- 5 1.4. Valid state-issued driver's license.
- 6 1.5. A RENTER/LESSEE is required to submit a deposit to obtain a GRF issued decal for a MOTOR VEHICLE, as detailed in Rule 40-3182-2.
- 7 1.6. Except for R/Ls, a GRF motor vehicle decal is valid for up to two (2) years, or the month and year when the RESIDENT MEMBER/OWNER (RMO) driver's license expires, whichever is sooner.
- 8 1.7. A R/L's decal expires concurrently with the lease.
- 9 2. To obtain a GRF decal for a GOLF CART or LSV, the AUTHORIZED RESIDENT and vehicle must be present at the Security Office, and submit the following documentation:
- 10 2.1 Current GRF-issued AUTHORIZED RESIDENT identification card.
- 11 2.2 Documentation of current insurance covering the vehicle seeking a GRF decal.
- 12 3. To obtain a GRF decal for a BICYCLE or ELECTRIC BICYCLE, the AUTHORIZED RESIDENT and BICYCLE must be present at the Security Office and submit a current GRF-issued AUTHORIZED RESIDENT identification card.
- 13 4. For RECREATIONAL VEHICLES and VUFR's, please refer to Rule 70-1487-1.

Document History

Adopted: XX XXX 21

Keywords: GRF Decal Vehicle Golf Cart Bicycle Security



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** ADOPT 80-1937-1, PARKING - RULES
DATE: FEBRUARY 11, 2021
CC: FILE

At its work study meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to adopt 80-1937-1, Parking - Rules.

I move to adopt 80-1937-1, Parking – Rules, setting forth parking rules, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

SECURITY

Parking – Rules

1 **1. PREFACE**

2 In order to promote safety, all drivers and pedestrians shall follow the same parking rules
 3 as required on public streets, unless otherwise specified herein.

4 **2. GENERAL RULES**

5 The following Parking Rules are enforced and are applicable to all persons owning, controlling
 6 or operating vehicles on Golden Rain Foundation (GRF) TRUST PROPERTY. This refers to
 7 the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by
 8 GRF.

9 **2.1** All MEMBER/OWNERS (M/O) are solely responsible for the actions of any
 10 VISITOR, RENTER/LESSEE (R/L), CAREGIVER OR CONTRACTOR who has
 11 entered Leisure World Seal Beach (LWSB) under their authorization, as well as
 12 any persons who have entered LWSB through their R/L's authorization. Therefore,
 13 the M/O is responsible for any fines and penalties associated with their unit that
 14 are imposed by GRF.

15 **2.2** GRF is not liable for damaged, lost or stolen property associated with the use of
 16 vehicles on GRF TRUST PROPERTY.

17 **2.3** GRF vehicles are exempted from these policies when appropriate, such as
 18 maintenance or security vehicles assisting first responders or providing emergency
 19 services to a unit or GRF TRUST PROPERTY.

20 **2.4** Documentation

21 **2.4.1** No MOTOR VEHICLE (including GOLF CARTS) may be parked on
 22 TRUST PROPERTY without a GRF decal on its windshield or GRF entry
 23 pass visibly displayed. In the case of COMMERCIAL VEHICLES or RVs
 24 without a windshield or dashboard, a GRF pass can be secured to the
 25 vehicle or the trailer.

26 **2.4.2** Any vehicle without proof of current valid State registration may not be
 27 parked on TRUST PROPERTY at any time.

28 **2.5** Requirements

29 **2.5.1** All persons parking IN LEISURE WORLD SEAL BEACH must observe
 30 California Vehicle Code Chapter 10.12 regarding time limits associated
 31 with the painted curbs and parking limitations listed in this document.

32 **2.5.2** Curb or Parking space – Vehicles may park in a designated parking
 33 space or along a curb or sidewalk, unless otherwise provided herein.

34 **2.5.3** Parking on all Trust Streets (streets having names) shall be in the
 35 direction of the flow of traffic in all cases of parallel parking.

SECURITY

Parking – Rules

- 45 **2.5.4** Vehicles on a two-way travel roadway must be parked with the
46 passenger side wheels within 18 (eighteen) inches of the curb or
47 sidewalk.
- 48 **2.5.5** Vehicles must be parked completely within the marked boundaries of a
49 parking space, except for commercial or recreational vehicles more than
50 20 feet in length.
- 51 **2.5.6** No MOTOR VEHICLE may be parked with any portion of the vehicle on
52 a sidewalk.
- 53 **2.5.7** At no time may a motor vehicle be parked with any portion of the vehicle
54 on the grass.
- 55 **2.5.8** Vehicles may be parked for no more than 72 (seventy-two) hours in one
56 location.
- 57 **2.5.9** At no time may a vehicle be parked in a manner that creates a traffic
58 hazard, interferes with other vehicle access, PEDESTRIAN traffic, or
59 access to facilities or equipment.
- 60 **2.5.10** MOTOR VEHICLES shall not park in GOLF CART- or LSV-designated
61 spaces.
- 62 **2.5.11** Pods, moving trailers or similar portable storage units are permitted on
63 TRUST PROPERTY for up to 72 (seventy-two) hours with prior
64 authorization.
- 65 **2.5.12** Trailers not hitched to a vehicle are not permitted to be parked on
66 TRUST PROPERTY.

3. PARKING ZONES

- 70 **3.1.** Red Zone: Vehicles in violation are subject to immediate tow at the VEHICLE
71 owner's expense.
- 73 **3.1.1.** Fire Hydrant: No person shall park within fifteen (15) feet of a fire hydrant
74 even if the curb is unpainted.
- 75 **3.1.2.** Fire Lanes: A vehicle may not be left unattended at any time.
- 76 **3.1.3.** Bus Stops: No person shall park or leave standing any vehicle within
77 thirty (30) feet on bus-stop side of the street to provide for loading and
78 unloading of buses unless otherwise marked.
- 80 **3.2.** Blue Zone (Handicapped): Vehicles must display a valid, government-issued
81 disabled (handicapped) license plate or placard.
- 82 **3.3.** Green Zone: Parking may not exceed twenty (20) minutes.
83 EXCEPTION:
84 Unlimited time parking in a Green Zone is permitted only when the vehicle is
85 displaying a valid government-issued disabled license plate or placard.
- 86 **3.4.** White Zone: Immediate passenger loading and unloading only.
- 87 **3.5.** Yellow Zone: Vehicle loading and unloading only not to exceed 20 (twenty)
88 minutes.

SECURITY

Parking – Rules

- 89 **3.6.** Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless otherwise
90 restricted.
91

92 **4. SPECIFIC VEHICLE TYPES**

94 **4.1. Commercial Vehicles**

- 96 **4.1.1.** Contractor vehicles must comply with all traffic and parking rules and
97 regulations inside the community and must not obstruct or park on
98 sidewalks or walkways.
99 **4.1.2.** Contractor and service vehicles, including personal vehicles driven by
100 EMPLOYEES or COMMERCIAL WORKERS, shall not be parked
101 overnight on TRUST PROPERTY (including named TRUST STREETS)
102 without a permit.
103

104 **4.2. Golf Carts and LSVs**

- 106 **4.2.1.** GOLF CARTS AND LSVs may be parked in parking spaces or along
107 curbs designated for GOLF CARTS or MOTOR VEHICLES.
108 **4.2.2.** GOLF CARTS AND LSVs may not be parked in any manner interfering
109 with foot or vehicle traffic.
110 **4.2.3.** Parking on a sidewalk by GOLF CARTS AND LSVs is prohibited.
111

112 **4.3. Bicycles and Electric Bicycles**

- 114 **4.3.1.** BICYCLES or ELECTRIC BICYCLES must be parked utilizing bicycle
115 racks where provided.
116 **4.3.2.** BICYCLES or ELECTRIC BICYCLES may not be parked in any manner
117 interfering with foot or vehicle traffic.
118 **4.3.3.** Attended BICYCLES or ELECTRIC BICYCLES may be parked off
119 pavement, but only in such a manner as not to damage landscaping.
120 **4.3.4.** Parking on a sidewalk by BICYCLES or ELECTRIC BICYCLES is
121 prohibited.
122 **4.3.5.** Overnight parking of bicycles on TRUST PROPERTY is not permitted.
123

124 **4.4. Mobility Scooters**

- 126 **4.4.1.** MOBILITY SCOOTERS may be parked in parking spaces designated
127 as intended for "SCOOTERS" or "GOLF CARTS."
128 **4.4.2.** MOBILITY SCOOTERS may not be parked in any manner interfering
129 with foot or vehicle traffic.
130 **4.4.3.** Parking a MOBILITY SCOOTER on a sidewalk is prohibited.
131
132

SECURITY

Parking – Rules

- 133 **4.5. RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION**
 134 (VUFR)
- 136 **4.5.1.** The RV or VUFR parked on TRUST PROPERTY MUST display a GRF-
 137 issued decal or an entry pass.
 138 **4.5.2.** The RV or VUFR cannot be parked for more than 72 (seventy-two)
 139 hours.
 140 **4.5.3.** Other activities, such as vehicle maintenance, sleeping, cooking or
 141 resting in the RV or VUFR, are not allowed.
 142 **4.5.4.** The RV or VUFR must be parked with engine and accessory equipment
 143 (e.g. exterior lights, air conditioner, audio and video equipment) shut off.
 144 The generator may be used while loading or unloading the vehicle and
 145 ONLY between the hours of 8:00 a.m. and 8:00 p.m.
 146 **4.5.5.** The extensions such as slide-outs, tilt-outs, and awnings must remain
 147 closed. Steps must not block the sidewalk.
 148 **4.5.6.** The RV or VUFR shall not be attached to any external power or water
 149 supply.
 150 **4.5.7.** Leveling jacks, if used, must include a base plate sufficient to prevent
 151 damage to pavement.
 152 **4.5.8.** No animals or children shall be left unattended on or within any RV or
 153 VUFR at any time.

5. TRUST PROPERTY PARKING AREAS

5.1. Clubhouse One

- 157 **5.1.1.** Parking in the lot near the woodshop is prohibited between 11:00 p.m.
 158 and 7:00 a.m.
 159 **5.1.2.** Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces
 160 on the west side of the clubhouse (Burning Tree).
 161 **5.1.3.** Parking is permitted up to 72 (seventy-two) hours in the lot across from
 162 the clubhouse next to the golf course.
 163 **5.1.4.** No RVs are allowed to park overnight near Clubhouse One or in the lot
 164 across from the clubhouse, next to the golf course.

5.2. Clubhouse Two

- 168 **5.2.1.** Parking in the lot next to the Woodshop and car wash is prohibited
 169 between 11:00 p.m. and 7:00 a.m.
 170 **5.2.2.** Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces
 171 on the east side of the clubhouse (El Dorado).
 172 **5.2.3.** Parking is permitted up to 72 (seventy-two) hours in the lot between the
 173 clubhouse and the RV lot if the vehicle displays an official GRF decal or
 174 an unexpired short-term entry pass issued by the Security Department.

SECURITY

Parking – Rules

177 **5.2.4.** No RVs are allowed to park overnight near Clubhouse Two, except as
 178 stated in 5.2.3.

179 **5.3.** Clubhouses Three and Four

180 **5.3.1.** No overnight parking allowed, except for The Radio Club Yellow
 181 Emergency Van 3 and contractor vehicles as authorized by GRF.

182 **5.3.2.** No RVs are allowed to park overnight near clubhouses three and four.

183 **5.4.** Building Five, Clubhouse Six, Healthcare Center, Administration and Alley

184 **5.4.1.** No overnight parking is permitted, except for GRF Security Vehicles,
 185 CARE ambulances, Leisure World Pharmacy delivery vehicles; two (2)
 186 healthcare vehicles; the vehicle used by the 24-Hour Nurse; the HCC
 187 Golf Cart, GRF vehicles and contractor vehicles as authorized by GRF.

188 **5.4.2.** Parking spaces in the Health Care Center parking lot, unless otherwise
 189 marked, will be for AUTHORIZED RESIDENTS and VISITORS of
 190 Leisure World Seal Beach during business hours.

191 **5.4.3.** No RVs are allowed to park overnight in any space near building five,
 192 Clubhouse Six, the healthcare center, the administration building and
 193 the alley.

194 **5.5.** Amphitheater

195 **5.5.1.** Only employees of GRF or the Healthcare Center (HCC) may park in
 196 designated employee parking from 7 a.m. to 6 p.m. Monday to Friday.

197 **5.5.2.** AUTHORIZED RESIDENTS may only park in spaces marked for "Staff"
 198 or "HCC" from 6 p.m. until 11 p.m. Monday through Friday, and from 7
 199 a.m. until 11 p.m. Saturday and Sunday.

200 **5.5.3.** No overnight parking is allowed.

201 **5.5.4.** Visitors are only allowed to park in the Amphitheater parking lot during
 202 GRF-sponsored special events.

203 **5.5.5.** The parking space designated for the HCC 24-Hour Nurse may never
 204 be used by anyone else except that employee and the HCC Golf Cart.

205 **6. SPECIAL CIRCUMSTANCES**

206 **6.1.** No animal or child is allowed to be left alone in any parked vehicle on TRUST
 207 PROPERTY. Animal Control or Seal Beach Police, respectively, will be called
 208 immediately.

209 **6.2.** "For Sale" signage shall not be displayed on any vehicle on TRUST PROPERTY.

210 **6.3.** Vehicles may not be repaired and/or major service may not be performed, and
 211 fluids may not be changed on any TRUST PROPERTY.

212 **6.4.** All vehicles must be washed at the car and RV washing areas behind Clubhouse

SECURITY

Parking – Rules

221 Two. The vehicle must be owned by the AUTHORIZED RESIDENT and must
 222 display a GRF-issued decal.

223 **6.5.** Non-RESIDENTS shall not be permitted to wash their vehicles anywhere on
 224 TRUST PROPERTY.

225

226 **7. TOWING**

227

228 The Security Department has been authorized by the GRF Board of Directors to enforce
 229 the traffic rules of this community in compliance with California Vehicle Code Section
 230 22658, which may result in the towing of a vehicle at the vehicle owner's expense.

231

232 **7.1. MOTOR VEHICLES** Subject to Immediate Towing at the VEHICLE Owner's
 233 Expense:

234

235 **7.1.1.** Those in red zones designating fire lanes or fire hydrants;
 236 **7.1.2.** Those parked in any no-parking zone;
 237 **7.1.3.** Those parked in handicapped spaces without a proper government-
 238 issued placard or state-issued disabled license plates;

239 **7.1.4.** Those in properly posted construction zones;

240 **7.1.5.** Those blocking entrances, exits and crosswalks, or preventing access
 241 to or operation of another motor vehicle.

242 **7.1.6.** Those leaking gasoline, oil or any other hazardous fluids; and

243 **7.1.7.** Those parked in the space designated for the HCC 24-Hour Nurse.

244 **7.1.8.** Any PROHIBITED VEHICLE:

245

246 **7.1.8.1.** Boats or unattached trailers;

247 **7.1.8.2.** Inoperable vehicles;

248 **7.1.8.3.** Unlicensed and/or off-road vehicles (except golf carts);

249 **7.1.8.4.** Vehicles lacking current state registration;

250 **7.1.8.5.** Aircraft.

251

252 **7.2. OTHER PARKING VIOLATIONS SUBJECT TO TOWING**

253 Any vehicle issued a Community Rules Violation notice shall be subject to towing
 254 72 hours after the citation has been posted.

Document History

Adopted: XX XXX 21

Keywords:	Parking	Towing	Oversize Vehicles	Parking Zones	Trust Property
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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** ADOPT 80-1937-2, PARKING - FEES
DATE: FEBRUARY 11, 2021
CC: FILE

At its work study meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to adopt 80-1937-2, Parking - Fees.

I move to adopt 80-1937-2, Parking – Fees, setting forth the Community Rules Violation Fines, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on April 5, 2021.

SECURITY

Parking – Fines

1 **1. PURPOSE**

4 The following Community Rules Violations Fines are enforced and are applicable to
 5 all persons controlling or operating vehicles on any TRUST PROPERTY regulated by
 6 the Golden Rain Foundation (GRF) of Seal Beach. This refers to the streets,
 7 sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by
 8 GRF.

10 All MEMBER/OWNERS (M/O) are solely responsible for all the actions of any
 11 VISITOR, RENTER/LESSEE (R/L), CAREGIVER OR CONTRACTOR who has
 12 entered Leisure World Seal Beach (LWSB) under their authorization, as well as any
 13 persons who have entered LWSB through their R/L's AUTORIZATION. Therefore, the
 14 M/O is responsible for any fines and penalties associated with their unit that are
 15 imposed by GRF.

17 **2. FINES FOR COMMUNITY RULES VIOLATIONS ON TRUST PROPERTY**

Violation	Fine
1. Designated Parking Space or Restricted Parking Space	\$25
2. Blocking Crosswalk	\$25
3. Expired or Invalid State Vehicle Registration	\$50
4. Inoperable Vehicles	\$25
5. "For Sale" Sign on Vehicle	\$25
6. Handicap Parking without Placard or Handicap ID Displayed	\$100
7. Hazardous Materials Leaking	\$50
8. Limited Time Parking	\$25
9. Performing Maintenance or Repair	\$25
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	\$25
11. Parked on Sidewalk or Grass	\$25
12. RED ZONE	\$100
13. RV or VUFR - Operating Contrary to 80-1937-1 (Section 4.5)	\$50
14. RV or VUFR – Jack Support: None or Inadequate	\$50
15. RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	\$50
16. Washing any Vehicle on Trust Property (except Car Wash areas)	\$25
17. Washing a Vehicle Without a GRF Issued Resident Decal at Car Wash	\$25

19 **2.1. Additional Community Rules Violation notices for the same violation may be**
 20 **issued after each 24-hour period.**

21 **3. FAILURE TO COMPLY**

23 Additional penalties may be assessed to M/O who fails to respond to a rules violation
 24 notice in a timely manner. The procedures for assessing those penalties are outlined
 25 in 30-1937-3.



SECURITY

Parking – Fines

26

27 4. APPEAL REQUESTS

28 Procedures for M/O to appeal a Community Rules Violation notice are detailed in
29 30-1937-3.

31 5. The fine may be contested to the COMMUNITY RULES VIOLATION (CRV) PANEL.

Document History

Adopted: XX XXX 21

Keywords:	Parking Fines	Community Rules Violation	Due Process	Trust Property	Security
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Golden Rain Foundation

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Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: RESCIND 80-5536-1, GUEST PASSES
DATE: FEBRUARY 11, 2021
CC: FILE

At its regularly scheduled meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to rescind 80-5536-1, Guest Passes.

I move to rescind 80-5536-1, Guest Passes, pending final adoption of replacement governing documents at the April 5, 2021 Special GRF Board of Directors meeting.

STOCK TRANSFER

Guest Passes

1 2. **GATE PASSES**

4 The Executive Director or Mutual Administration Director is authorized to make annual
 5 guest passes, quarterly service passes, and semiannual caregiver passes available.
 6

7 2. **ANNUAL GUEST PASSES**

9 The Executive Director or Mutual Administration Director is authorized to make four
 10 (4) annual guest passes available per unit per Mutual Board resolution*. The
 annual guest passes are valid for one year and will be mailed with the yearly
 payment coupon package in December to addresses within Leisure World.
 Stockholders/condominium owners with outside addresses may obtain their four
 annual guest passes throughout the year from the Stock Transfer.

16 **By December 15th of each year, Mutual Boards will provide to the Executive
 Director and/or Mutual Administration Direction a resolution on the number of
 additional Guest passes which may be issued by the Executive Director or
 Mutual Administration Director. Such number of approved additional guest
 passes shall not exceed four (4). If no resolution is received from any mutual by
 December 15, the previous year's resolution will stand.*

23 The Executive Director or Mutual Administration Director is authorized to issue up to
 24 four (4) additional annual guest passes per unit per *Mutual Board resolution, which
 may be obtained from the Stock Transfer Office if the following conditions are met:
 25

- 27 2.1. The stockholder/condominium owner must appear *in person* and show
 valid identification.
- 30 2.2. A \$10.00 fee will be charged for each additional pass, or when a
 replacement guest pass is requested.
- 33 2.3. The Mutual and apartment number shall be written on the front of the
 additional annual guest passes and a record of these annual guest
 passes will be maintained in the Stock Transfer Office.

37 3. **GATE PASSES**

39 The Executive Director and Mutual Administration Director are further authorized to
 40 issue additional annual guest passes, as needed, for immediate family members of
 stockholders/condominium owners. The request must be in writing and shall be
 reviewed on a case-by-case basis.
 41

STOCK TRANSFER

Guest Passes

43 **4. QUARTERLY SERVICE PASSES**

44
 45 The Executive Director or Mutual Administration Director is authorized to make quarterly
 46 service passes available. The quarterly service passes shall be produced, each in a
 47 different color, and shall expire in March, June, September and December of the year
 48 in which they are issued.

49
 50 The Physical Property and Recreation departments shall issue quarterly service passes
 51 to contractors and vendors only after they have provided the required licensing,
 52 insurance and valid driver's license, as well as a request in writing containing the names
 53 of the persons receiving the passes.

54
 55 The Stock Transfer department shall issue quarterly service passes to legal
 56 representatives of shareholders, staff of the Leisure World Health Care Center on
 57 Golden Rain Road and Orange County Supportive Services departments, only after they
 58 have provided the legal documentation of their authority to act on behalf of a shareholder
 59 and a photo ID.

60
 61 The Stock Transfer department shall issue quarterly service passes with their photo to
 62 realtors for a fee of \$10.00, and escrow companies only after they have provided a
 63 proper photo ID, as well as a request in writing containing the name of the person
 64 receiving the pass.

65
 66 Realtors passes may obtain a replacement pass by going to the Stock Transfer Office in
 67 person with a photo ID. A \$25.00 fee is charged for a replacement pass and \$50.00 if lost
 68 a second time.

69 A record of these passes will be maintained in the offices from which they were issued.

70 **5. CAREGIVER PASSES**

71 The Executive Director or Mutual Administration Director is authorized to make
 72 semiannual caregiver passes available to those caregivers who have applied for the
 73 caregiver pass in compliance with Mutual Policy 7557, Caregivers.

74 The semiannual caregiver passes shall be produced in two different colors, with a
 75 designation as to the caregiver being a part-time or full-time care provider. Caregiver
 76 passes will expire in June and December in the year in which they were issued. Some
 77 caregiver passes are issued on a yearly basis, in compliance with a specific mutual's
 78 policy.

79
 80 The caregiver's name and the mutual and apartment number shall be written on the
 81 front of the pass. The Stock Transfer Department shall issue all caregiver passes and
 82 prepare a monthly report of passes issued.

STOCK TRANSFER

Guest Passes

85 Caregivers shall wear issued badges and passes at all times while in the
 86 community.

87
 88 For loss of Caregiver passes, Shareholders may obtain a replacement pass by
 89 going to the Stock Transfer Office in person with a photo ID. A \$20.00 fee is
 90 charged for a replacement pass, per occurrence. The Mutual Board of Directors will
 91 be notified when a Caregiver pass is lost a second within 24 months of the first loss.

6. USES OF PASSES

92
 93 Photocopying of passes is prohibited.

94
 95 The Executive Committee shall review fees for caregiver and guest passes on an
 96 annual basis during the fourth quarter of the year.

97
 98 Stockholders/condominium owners can notify the Main Gate to admit a guest
 99 without an annual guest pass.

100 Administration is authorized to print annual guest passes and quarterly service
 101 passes in the same wallet size as the plastic key cards, with different colors for each
 102 succeeding year so that current passes can be easily identified. Caregiver passes shall
 103 be printed and formatted to fit the accompanying badge holder.

104
 105 After January 31 of each year, staff members are authorized to collect prior year guest
 106 passes when presented by guests at the gate.

107
 108 Photocopying or duplicating annual guest passes, quarterly service passes, or caregiver
 109 passes by members or guests is prohibited. Staff members are authorized to collect any
 110 counterfeit passes and direct the guest to the Main Gate office to be phoned in by the
 111 stockholder/condominium owner. Residents found in violation may lose their privilege to
 112 obtain additional passes at the discretion of the Executive Director or Mutual
 113 Administration Director.

Document History

Adopted:	18 Oct 77	Effective:	01 Jan 78	Amended:	15 Nov 77
Amended:	21 Jul 81	Amended:	20 Nov 84	Amended:	15 Dec 87
Amended:	20 Apr 93	Amended:	16 May 00	Amended:	20 Feb 01
Amended:	16 Feb 10	Amended:	28 Oct 14	Amended:	27 Dec 16

114
 115 **Keywords:** Pass Passes Guest Gate



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: RESCIND 80-1920-1, TRAFFIC RULES AND REGULATIONS
DATE: FEBRUARY 11, 2021
CC: FILE

At its regularly scheduled meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to rescind 80-1920-1, Traffic Rules and Regulations.

I move to rescind 1920-1, Traffic Rules and Regulations, pending final adoption of replacement governing documents at the April 5, 2021 Special GRF Board of Directors meeting.

SECURITY

Traffic Rules and Regulations

The following Traffic Rules and Regulations are strictly enforced and are applicable to all **PEDESTRIANS** and persons operating **MOTOR VEHICLES** or **BICYCLES** on any property managed by the Golden Rain Foundation or owned by the Mutual Corporations.

1. **DEFINITIONS:**

- 1.1. The term "MOTOR VEHICLE" as used herein is a vehicle that is self-propelled, including Segway human- transporter-type vehicles.
- 1.2. The term "IN LEISURE WORLD" as used herein means on any property managed by the Golden Rain Foundation or owned by the Mutual Corporations.
- 1.3. The term "RESIDENT" as used herein means any owner or shareholder or legal occupant such as qualified permanent resident under the age of 55, a co-occupant {a residing non-owner}, a caregiver, or a non-resident co-owner, joint tenant living IN LEISURE WORLD.
- 1.4. The term "VISITOR" as used herein means any person who is not an owner, shareholder or legal occupant as described above living IN LEISURE WORLD.
- 1.5. The term "EMPLOYEE" means a person who is employed by the Golden Rain Foundation, either on a full-time, part-time or temporary basis, and employees of the contract companies doing business IN LEISURE WORLD.
- 1.6. The term "GOLF CART" means a MOTOR VEHICLE having not less than three wheels in contact with the ground, having an unloaded weight of less than 1,300 pounds, which is designed to be and is operated at no more than 20 mph, and has a maximum width of 48".
- 1.7. The term "LSV (LOW SPEED VEHICLE)" means a MOTOR VEHICLE similar to and including a gem car, which is designed to travel in excess of 20 MPH with a maximum speed of 25 MPH. LSVs less than 48" in width shall be driven in accordance with the rules and regulations established for GOLF CARTS. LSVs more than 48" in width are prohibited from all walkways and sidewalks.
- 1.8. The term "PEDESTRIAN" means any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. PEDESTRIAN also includes any person operating a self-propelled wheelchair, or motorized scooter, tricycle or quadricycle, and by reason of physical disability, is otherwise unable to move about as a person who is afoot.

SECURITY

Traffic Rules and Regulations

- 1.9. The term "BICYCLE" means a device upon which any person can ride, propelled exclusively by human power through a belt, chain, or gears, and having one or more wheels.
- 1.10. Roller skates, roller blades, skateboards, razor-type scooters, and similar items may not be used IN LEISURE WORLD.

2. APPLICABILITY OF REGULATIONS:

- 2.1. Except as otherwise stated herein, Division 11, Rules of the Road, and Division 12, Equipment of Vehicles, of the most current California Vehicle Code, and all amendments or revisions apply IN LEISURE WORLD to all PEDESTRIANS and persons operating MOTOR VEHICLES or BICYCLES.
- 2.2. The exception to Section 2.1 is that a RESIDENT is not required to have a driver's license to operate a GOLF CART IN LEISURE WORLD.
- 2.3. Registration is not required for GRF service vehicles.
- 2.4. VISITORS are required to observe all regulations regarding the operation of MOTOR VEHICLES and parking within LEISURE WORLD.
 - 2.4.1. Commercial vehicles belonging to VISITORS of RESIDENTS which are too large to park within a standard parking space, or create a hazard, except when obviously loading and/or unloading items, must be parked in the parking facility located west of Clubhouse Four, space permitting
- 2.5. Commercial vehicles must be driven in such a manner as to conform to all regulations with respect to operation of vehicles and parking. Persistent violators of the LEISURE WORLD TRAFFIC RULES AND REGULATIONS may be denied entrance into LEISURE WORLD by management.
- 2.6. RESIDENTS, EMPLOYEES, and VISITORS may not use a handheld cell phone while operating a MOTOR VEHICLE, GOLF CART, or BICYCLE within LEISURE WORLD as consistent with California state law (effective July 1, 2008).

SECURITY

Traffic Rules and Regulations

2.6.1. RESIDENTS, EMPLOYEES, AND VISITORS may not wear any headset covering, or any earplugs, in both ears while driving IN LEISURE WORLD. There are exceptions for persons operating authorized emergency vehicles, special construction or maintenance equipment and refuse collection equipment, and for any person wearing personal hearing protectors designed to attenuate injurious noise levels and which do not inhibit the wearer's ability to hear a siren or horn from an emergency vehicle or horn from another MOTOR VEHICLE, and for any person using a prosthetic device which aids the hard of hearing.

3. LICENSING, PASSES AND DECAL REQUIREMENTS

- 3.1.** Any person operating a MOTOR VEHICLE IN LEISURE WORLD shall be required to have a valid Driver's License in their possession when operating said MOTOR VEHICLE and is further required to present such license to any member of the Security Department upon request.
- 3.2.** VEHICLES including golf carts and LSVs owned by a RESIDENT or GRF or Los Alamitos Medical Center (LAMC) EMPLOYEE must have a valid decal issued by the Security Department displayed on the windshield.
- 3.3.** Issuance of a RESIDENT, EMPLOYEE or clergy decal by Security Department personnel will be contingent upon presentation of the following:
 - 3.3.1.** Current vehicle registration listing the Leisure World RESIDENT or EMPLOYEE as owner.
 - 3.3.2.** Current RESIDENT or EMPLOYEE identification card.
 - 3.3.3.** Clergy must show Driver's license, current vehicle registration, and car license number.
- 3.4.** Decals must show a month and year of expiration in order to be valid.
- 3.5.** Any applicant for a business, domestic (caregiver) or clergy pass who intends on operating a MOTOR VEHICLE IN LEISURE WORLD shall be required to present a valid Driver's License and current registration.

SECURITY

Traffic Rules and Regulations

4. AREAS OF AUTHORIZED USE FOR MOTOR VEHICLES:

- 4.1. Except as provided in Sections 8.2, 8.3, 8.4, and 8.5, no MOTOR VEHICLE shall be operated IN LEISURE WORLD except on streets, driveways, and designated parking areas designed for such use.

5. SPEED LIMITS:

- 5.1. Drivers of all MOTOR VEHICLES, including bicycles, golf carts, LSVs, etc. shall not exceed 25 miles per hour (MPH) or the posted speed limit.

6. USE OF DIRECTIONAL SIGNALS AND HEADLIGHTS:

- 6.1. Drivers of all MOTOR VEHICLES, including bicycles, golf carts, LSVs, etc., must signal intent of directional change (including emerging onto roadway from parked position) by use of electric or approved hand signal.
- 6.2. All MOTOR VEHICLES driven on roadways at night must have headlights on.
- 6.2.1. All MOTOR VEHICLES must have headlights on when windshield wipers are in operation.
- 6.3. All MOTOR VEHICLE drivers approaching and/or entering any Leisure World gate are asked to place their vehicle's headlights in the parking light position in order to provide better visibility for the gate guard.
- 6.4. All MOTOR VEHICLE drivers attempting to make a U-turn IN LEISURE WORLD shall have an unobstructed view for 200 feet in both directions.

7. PARKING:

- 7.1. MOTOR VEHICLES may be parked against a curb or sidewalk so designated as a parking area in Section 7.2. At no time may a MOTOR VEHICLE be parked with any portion of the MOTOR VEHICLE on a sidewalk.
- 7.2. For the purpose of identifying parking limitations, the following curb markings shall be applicable:
- 7.2.1. **Red Curb:** No Parking
- 7.2.2. **Green Curb:** Not to exceed 15 or 30 minutes (unlimited parking in green zone with handicapped placard). *Green zones are conveniently located in areas where short parking intervals are helpful to RESIDENTS, such as the Pharmacy and Health Care Center. Usually these are 15- or 30-minutes zones but vary as marked.

SECURITY

Traffic Rules and Regulations

- 7.2.3. **Yellow Curb:** Loading and unloading only.
 - 7.2.4. **Blue Curb:** Disabled persons parking only.
 - 7.2.5. **Unpainted:** Parking permitted unless posted.
 - 7.2.6. **Fire Hydrants:** Red curbing for a maximum of 15 feet on both sides of the fire hydrant.
 - 7.2.7. **Mailboxes:** Red curbing for a maximum of 15 feet on both sides of the mailbox.
 - 7.2.8. **Bus Stops:** Red curbing for a maximum of 60 feet to provide for loading and unloading of buses.
 - 7.2.9. **Intersections:** On request, the curbing on Trust street intersections may be painted red for a distance of 30 feet away from the intersection. Street intersections include intersections between Trust streets and carport driveways, parking lots and other vehicular entrance points.
 - 7.2.10. **Emergency and Service Access:** On request, areas on Trust streets may be painted red for a distance of 10 feet in front of a walkway area to allow emergency vehicle access where structures restrict turning radius.
 - 7.2.11. **Narrow Traffic Lanes:** Parking shall not be permitted on roadway sections where traffic lanes are less than 16 feet from curbing to lane marking. The curbing in these areas shall be painted red.
- 7.3. **MOTOR VEHICLES** shall be parked as close to the curb as is practical in a parallel position, but in no event further than 12 inches from said curb (unless otherwise directed in the case of diagonal or other parking as indicated by painting striping).
- 7.3.1. Parking on all Trust Streets (streets having names) shall be in the direction of the flow of traffic in all cases of parallel parking.
- 7.4. Parking areas on the west and east sides of the Amphitheater are designated EMPLOYEE parking spaces during business hours. RESIDENTS are prohibited from using the EMPLOYEE spaces during business hours.
- 7.4.1. Certain parking spaces in the north and east areas of the lot are painted green to indicate a limited parking time for MOTOR VEHICLES belonging to RESIDENTS and business VISITORS or left unpainted to indicate availability to non-employees for a longer time frame. Non-resident parking is allowed at the green-curbed, 20-minute parking slots only. MOTOR VEHICLES belonging to non-residents may not be parked in the Amphitheater parking lot. The northwest corner of the

SECURITY

Traffic Rules and Regulations

Amphitheater parking lot is a “no parking” area. The first two spaces due east are green-striped, limited time parking spaces.

- 7.4.2. Parking spaces in the Health Care Center parking lot, unless otherwise marked, will be for RESIDENTS of Seal Beach Leisure World during business hours.
- 7.5. Overnight parking is not allowed by RESIDENTS or guests in the Health Care Center, Clubhouse Five, or Clubhouse Six parking lots. Parking is permitted for up to 72 hours in the parking lots of Clubhouse One, Two, Three, and Four, and the Amphitheater (except the RV area – see Section 7.13).
- 7.6. Parking on the curb or sidewalk by any MOTOR VEHICLE or trailer other than certain EMPLOYEE vehicles is prohibited at all times.
- 7.7. Washing vehicles on the streets IN LEISURE WORLD is prohibited at all times.
- 7.8. Carports are the responsibility of the respective Mutual Corporations. See policy series 7502 for details.
- 7.9. Any vehicle without proof of registration or with an expired registration may not be parked on Trust Streets.
- 7.10. RESIDENTS’ vehicles without a Seal Beach Leisure World decal may not be parked on Trust Streets.
- 7.11. Trailers not connected to a vehicle may not be parked on Trust Streets (RV – See Section 7.13).
- 7.12. RESIDENT owners may park their RV in front of their apartment, or as near to their apartment as is safely possible, for up to 48 hours for the purpose of loading or unloading. Mutual Seventeen Only: Mutual Seventeen resident owners/lessees and their guests only may park their RV in front of their condo, or as near to their condo as is safely possible, for up to 72 hours for the purpose of loading and unloading.
 - 7.12.1. VISITORS may park their RV in front of their RESIDENT host’s apartment, or as near as is safely possible, for up to 7 days PROVIDED the host notifies the Security Department AND posts the host RESIDENT’S name and telephone number in a conspicuous place in the right front window, or windshield in the case of a MOTOR VEHICLE.
 - 7.12.2. For the purpose of providing additional room for VISITORS,

SECURITY

Traffic Rules and Regulations

RESIDENT owners may park their RV in front of their apartment, or as near as is safely possible, for up to 7 days PROVIDED the RESIDENT notifies the Security Department AND posts their name and telephone number in a conspicuous space in the right window of the vehicle.

- 7.12.3. RVs may not be parked on any curb or walk, or any place that any other vehicle may not legally park. Hoses or electric cords may not be passed to such vehicle across any walkway or roadway, nor can anything be discharged from a RV onto the ground, pavement or into any open container. Exterior protruding items, such as steps or louvered windows, are not allowed.
- 7.13. The Security Department reserves the right to have an RV relocated to the west side of the Clubhouse Four parking lot if, in its judgment, the parking of the RV causes a hazard or definite inconvenience to neighbors.
- 7.14. RESIDENT owners or visitors may park their RV or detached RV in the parking lot west of Clubhouse Four for up to 14 days PROVIDED that the name of the owner of the vehicle and the telephone number of the RESIDENT host, in case of visitors, is posted conspicuously in the right front window of the trailer or in the windshield of the RV. In all cases, the Security Department must be notified immediately of such parking. Extensions may be granted by the Security and Transportation Manager for humanitarian purposes.
 - 7.14.1. Visitors who park their RV in the parking lot west of Clubhouse Four may not house a pet.
 - 7.14.2. RVs that are equipped with generators must park along the south wall or in the center of the lot.
 - 7.14.3. Generators shall not be operated before 8:00 a.m. or after 9:00 p.m.
- 7.15. Making non-emergency repairs to any MOTOR VEHICLE IN LEISURE WORLD is not permitted.

8. GOLF CARTS AND LSVs (Low-Speed Vehicles):

- 8.1. LSVs shall follow all the provisions of the California Vehicle Code and the regulations listed in the Leisure World Seal Beach Traffic Rules and Regulations and the policies of the Mutual Corporations. A Leisure World vehicle decal is required on all GOLF CARTS and LSVs.

SECURITY

Traffic Rules and Regulations

- 8.1.1. LSVs must meet federal Motor Vehicle Safety Standards, Title 49, Part 571 Subpart B, Section 571.500, S1 through S5 (a), S5 (b) 1 through 10.
- 8.1.2. GOLF CARTS or LSVs used during night operations must have headlights, brake lights, and directional signals.
- 8.2. Driving a GOLF CART or LSV less than 48" in width on a sidewalk shall be permissible only from the point of origin to the nearest driveway or place of exit to the street.
 - 8.2.1. Driving a LSV more than 48" in width is prohibited on all walkways and sidewalks.
- 8.3. While driving a GOLF CART or LSV less than 48" in width on a Trust street, walkway, or sidewalk, the driver of the GOLF CART or LSV less than 48" in width shall yield the right of way to all PEDESTRIANS and shall not, under any circumstances, travel at a speed greater than is reasonable and prudent, having due regard for the safety of all PEDESTRIANS on the sidewalk.
- 8.4. Maintenance MOTOR VEHICLES, when utilized by EMPLOYEES for the purpose of providing maintenance service to Leisure World Mutual Corporations, shall be permitted to travel on sidewalks, lawns, and walkways as necessary to efficiently provide such maintenance services. Maintenance MOTOR VEHICLES shall not be operated at such a speed as to pose a hazard to PEDESTRIANS and, unless unavoidable due to emergency maintenance, said MOTOR VEHICLES shall not be parked so as to block any normal PEDESTRIAN right of way, i.e., sidewalk, walkway or carport.
 - 8.4.1. Gasoline-powered vehicles are prohibited from using sidewalks adjacent to Trust streets. EXCEPTION: golf carts, medical emergency vehicles belonging to the Health Care Center; service vehicles belonging to the Golden Rain Foundation; and service vehicles belonging to contractors or vendors that are designed for sidewalk use and are doing business with RESIDENTS or Mutual Corporations.
- 8.5. ANY VISITOR driving a GOLF CART or LSV must have a valid driver's license and be accompanied by a RESIDENT.

SECURITY

Traffic Rules and Regulations

9. BICYCLES (NON-MOTORIZED):

- 9.1.** While riding a BICYCLE on a street or sidewalk, the rider has the responsibility of following the safety rules listed herein.
- 9.2.** While riding a BICYCLE on a sidewalk, the rider shall yield the right of way to all PEDESTRIANS and shall not, under any circumstances, travel at a speed greater than is reasonable and prudent, having due regard for the safety of all PEDESTRIANS on the sidewalk.
- 9.3.** Any BICYCLE owned by a Leisure World RESIDENT may be registered with the Security Department.
- 9.4.** BICYCLES may not be ridden within the confines of Clubhouses. BICYCLES must be walked in internal corridors, under roof overhangs, and in breezeways.
- 9.5.** The following equipment is required while riding a BICYCLE on a street or sidewalk IN LEISURE WORLD:
 - 9.5.1.** A brake which enables the operator to make one braked wheel skid on dry, level, and clean pavement.
 - 9.5.2.** Handlebars that are not raised so high that the operator must elevate their hands above the level of their shoulders in order to grasp the normal steering grip area.
- 9.6.** BICYCLES shall not be of a size as to prevent the operator from safely stopping the BICYCLE, supporting it in an upright position with at least one foot on the ground, and restarting it in a safe manner.
- 9.7.** BICYCLES operated during darkness shall be equipped with the following:
 - 9.7.1.** A lamp emitting a white light that illuminates the street or sidewalk and is visible from a distance of 300 feet to the front and sides of the bicycle.
 - 9.7.2.** A red reflector mounted on the rear of the BICYCLE which is visible from a distance of 500 feet to the rear of the vehicle.
 - 9.7.3.** A white or yellow reflector mounted on each pedal which is visible from 200 feet to the front and rear of the BICYCLE, except BICYCLES which are equipped with reflectorized tires on the front and rear need not be equipped with side reflectors. All reflectorized tires must meet DMV requirements.

SECURITY

Traffic Rules and Regulations

9.7.4. A lamp or lamp combination, emitting a white light attached to the operator and visible from a distance of 300 feet in front and from the sides of the BICYCLE, may be used in place of the lamp attached to the BICYCLE.

9.8. When operating a BICYCLE at a speed less than the normal speed of traffic moving in the same direction at such time, the rider shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

9.8.1. When overtaking and passing another BICYCLE or MOTOR VEHICLE proceeding in the same direction.

9.8.2. When preparing for a left turn at an intersection or into a driveway.

9.8.3. When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge. For purposes of this section, a "substandard width lane" is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.

9.9. Any person operating a BICYCLE on a one-way street with two or more marked traffic lanes may ride as near the left-hand curb or edge of the roadway as practicable.

9.10. Signals by hand and arm shall be given in the following manner:

9.10.1. Left turn – Left hand and arm extended horizontally beyond the side of the BICYCLE.

9.10.2. Right turn – Left hand and arm extended upward beyond the side of the BICYCLE or right hand and arm extended horizontally to the right side of the BICYCLE.

10. PEDESTRIANS IN ROADWAYS:

10.1. Every PEDESTRIAN upon a roadway shall yield the right-of-way to all vehicles upon the roadway so near as to constitute an immediate hazard.

10.1.1. The driver of a MOTOR VEHICLE shall yield the right-of-way to a PEDESTRIAN crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection, except as otherwise provided in these rules and regulations.

SECURITY

Traffic Rules and Regulations

- 10.1.2. This section does not relieve a PEDESTRIAN from the duty of using due care for his or her safety. A PEDESTRIAN may not suddenly leave a curb or other place of safety and walk or run into the path of a MOTOR VEHICLE that is so close as to constitute an immediate hazard. A PEDESTRIAN may not unnecessarily stop or delay traffic while in a marked or unmarked crosswalk.
- 10.1.3. The driver of a MOTOR VEHICLE approaching a PEDESTRIAN within any marked or unmarked crosswalk shall exercise all due care and shall reduce the speed of the vehicle or take any other action relating to the operation of the MOTOR VEHICLE as necessary to safeguard the safety of the PEDESTRIAN.
- 10.1.4. Section 10.1.2 does not relieve a driver of a MOTOR VEHICLE from the duty of exercising due care for the safety of any PEDESTRIAN within any marked or unmarked crosswalk or within any unmarked crosswalk at an intersection.
- 10.2. Whenever any MOTOR VEHICLE has stopped at a marked or unmarked crosswalk at an intersection to permit a PEDESTRIAN to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass the stopped vehicle.
- 10.3. A PEDESTRIAN may not walk upon any roadway if a sidewalk is available.
- 10.4. A totally or partially blind PEDESTRIAN who is carrying a predominantly white cane (with or without a red tip), or using a guide dog, shall have the right-of-way.

11. REPORTING ACCIDENTS:

- 11.1. The driver of any MOTOR VEHICLE or BICYCLE involved in any accident resulting in death or injury to any person shall immediately stop and notify the Seal Beach Police Department and the Security Department of their identity and the particulars of the accident.
- 11.2. The driver of any MOTOR VEHICLE or BICYCLE involved in any accident resulting in damage to property, including a MOTOR VEHICLE, shall identify themselves to the owner or individual in control of said property, if present, within twelve (12) hours, and they shall notify the Leisure World Security Department of their identity and the particulars of the accident within twelve (12) hours. This shall be in addition to any laws established by the State of

SECURITY

Traffic Rules and Regulations

California.

12. TOWING POLICY

- 12.1.** The Security Department has been authorized by the Boards of Directors to enforce the traffic rules of this community in compliance with Vehicle Code Section 22658, which may result in the towing of a vehicle at the vehicle owner's expense. The Security Department is authorized to tow abandoned, stored, and/or inoperable vehicles after requesting compliance to remove the vehicle. If no compliance is made within ten (10) days of written or verbal notification, vehicle will be subject to tow. When impossible to notify owner, MOTOR VEHICLE may be towed twenty-one (21) days after Security Department issues a citation.
- 12.2.** MOTOR VEHICLES parked in a no parking zone, in handicapped spaces without a proper placard, in properly posted construction zones, in front of fire hydrants, or that are blocking entrances and exits, may be towed immediately at the registered owner's expense.
- 12.3.** MOTOR VEHICLES leaking gasoline, oil, or any other hazardous fluid may be towed, at owner's expense, if owner cannot be found.

Also see Policies 1909, 1909.1, 1909.2, 1911, and 1914 which relate to speed limits, one-way streets and handicap parking

MUTUAL CONCURRENCE

One:	11/19/2009	Nine:	---
Two:	12/15/2009	Ten:	1/27/2010
Three:	12/9/2009	Eleven:	12/4/2009
Four:	11/18/2009	Twelve:	---
Five:	11/18/2009	Fourteen:	4/27/2010
Six:	11/24/2009	Fifteen:	11/16/2009
Seven:	11/20/2009	Sixteen:	11/16/2009
Eight:	11/23/2009	Seventeen:	12-08-09 (as amended under Section 7.12)

Document History

Adopted: 15 Apr 08 Amended: 23 Jul 19

Keywords: Traffic Rules Definitions Towing Parking Security

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: RESCIND 80-1925-1, TRAFFIC RULES AND REGULATIONS-ENFORCEMENT ON TRUST PROPERTY
DATE: FEBRUARY 11, 2021
CC: FILE

At its regularly scheduled meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to rescind 80-1925-1, Traffic Rules and Regulations – Enforcement on Trust Property.

I move to rescind 1925-1, Traffic Rules and Regulations – Enforcement on Trust Property, pending final adoption of replacement governing documents at the April 5, 2021 Special GRF Board of Directors meeting.

SECURITY

Traffic Rules and Regulations – Enforcement on Trust Property

1

2 **1. ENFORCEMENT:**

3 **1.1** Except as otherwise stated herein, select provisions of the most current
 4 California Vehicle Code, and all amendments or revisions apply IN LEISURE
 5 WORLD to all PEDESTRIANS and persons operating MOTORIZED VEHICLES
 6 or BICYCLES.

7

8 **1.2** Enforcement of these Traffic Rules and Regulations shall be the responsibility
 9 of the Security Department. Security Officers shall issue a Notice of Violation
 10 ("Citation") for violations of rules and regulations.

11

12 **1.3** Any person in violation of the rules and regulations set forth above, including,
 13 without limitation, a RESIDENT, SHAREHOLDER, MEMBER, CAREGIVER,
 14 VENDOR, CONTRACTOR, VISITOR or EMPLOYEE, shall be subject to the
 15 provisions set forth herein ("VIOLATOR").

16

17 **2. NOTICES OF VIOLATIONS:**

18 **2.1** Citations for moving violations, when possible, will be handed to the VIOLATOR
 19 in person by the citing Security Officer. Citations for parking violations, when
 20 VIOLATOR is unknown, will be attached to the vehicle in an appropriate and
 21 secure manner.

22

23 **2.1.1** A copy of a Citation issued to an EMPLOYEE shall be
 24 forwarded to the Human Resources Manager and the
 25 Executive Director.

26

27 **2.1.2** All EMPLOYEES, either of the Foundation or the Health Care
 28 Center, whose work assignment requires them to bring
 29 personal MOTOR VEHICLES IN LEISURE WORLD, shall
 30 have their MOTOR VEHICLE registered in the same manner
 31 as MEMBER/RESIDENT MOTOR VEHICLES. EMPLOYEE
 32 vehicles shall display an appropriate parking pass at all times
 33 while on the property.

34

35 **2.1.3** The Security Department or Health Care Center Administrator
 36 is responsible for removing the decal from a terminated
 37 EMPLOYEE'S vehicle.

38

39 **2.2** Handicapped person placard display violations may be dismissed if a
 40 Handicapped person placard identification valid at the time of the citation is
 41 presented to the Security Department.

42

43 (Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

SECURITY

Traffic Rules and Regulations – Enforcement on Trust Property

44
45

3. PENALTIES

46 3.1 The Security Department shall issue citations and keep records of the number
 47 and type of violations in any rolling six (6) month period. If two (2) violations
 48 have been issued to the same driver in a six (6) month period, notification shall
 49 be sent to the appropriate department with the required method of compliance
 50 as outlined below.

51
 52 SHAREHOLDERS and MEMBERS have the right to contest within thirty (30)
 53 days of the date of the violation. A hearing will be scheduled, with the
 54 SHAREHOLDER receiving at least ten (10) days prior written notice, at which
 55 the Shareholder may contest before penalties are imposed.

56
 57 3.2 For SHAREHOLDERS, MEMBERS, AND RESIDENTS, Security will issue the
 58 appropriate correspondence after two (2) violations. This first notification letter
 59 shall require completion of the AARP Safe Driver Class or other equivalent
 60 driver education training offered. Certificate of completion will be submitted to
 61 the Security Department.

62
 63 If there is no compliance within sixty (60) calendar days, or if the violator
 64 deemed a repeat offender (defined as three (3) or more violations within a
 65 consecutive twelve (12) month period) or possible risk to the community, a
 66 second letter will be sent by first class mail to the SHAREHOLDER, MEMBER,
 67 OR RESIDENT calling the SHAREHOLDER OR MEMBER to a hearing. The
 68 Hearing Panel may determine, in its discretion, to impose one or more of the
 69 following disciplinary measures and shall provide the member with written
 70 notice of its decision within fifteen (15) days following the action:

71
 72 3.2.1 The resident decal may be revoked and removed unless and
 73 until proof of compliance is presented to the Security
 74 Department.
 75 3.2.2 The Department of Motor Vehicles may be notified of the
 76 series of violations on the DS699, Request for Drivers Re-
 77 examination.
 78 3.2.3 The Mutual President will be notified.

79
 80 3.3 For VENDORS and CONTRACTORS, the notice will be forwarded to the
 81 Physical Property Office to issue the appropriate letter. Entry pass shall be
 82 revoked and SHAREHOLDER or department that provided the pass shall be
 83 notified. The Mutual President will be notified.

84
 85 3.4 For CAREGIVERS, the entry pass shall be revoked and the SHAREHOLDER
 86 that provided the pass shall be notified. The Mutual President will be notified.

SECURITY

Traffic Rules and Regulations – Enforcement on Trust Property

- 88 **3.5** For VISITORS, the entry pass shall be revoked and the SHAREHOLDER that
89 provided the pass shall be notified. The Mutual President will be notified.
90
91 **3.6** For EMPLOYEES, the notice shall be forwarded to the Human Resources office
92 to be dealt with per current policy.
93
94 **3.7** Revocation of the resident decal is not a denial of entry into the community.
95

Document History

Adopted: 25 Nov 15 Amended: 23 Jul 19

Keywords: Traffic Citation Vendor Member Caregiver Security

96



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: RESCIND 80-1927-1, PARKING RULES FOR TRUST PROPERTY
DATE: FEBRUARY 11, 2021
CC: FILE

At its regularly scheduled meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to rescind 80-1927-1, Traffic Rules for Trust Property.

I move to rescind 1927-1, Traffic Rules for Trust Property, pending final adoption of replacement governing documents at the April 5, 2021 Special GRF Board of Directors meeting.

SECURITY

Parking Rules for Trust Property

The following Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any TRUST PROPERTY regulated by the Golden Rain Foundation (GRF) of Seal Beach. This refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements for Mutuals 1-12, 14-16 and Mutual 17 CCRs: all Shareholder/Members are solely responsible for the actions of their guests and employees, therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

GRF vehicles are exempted from these policies when appropriate, such as maintenance or security vehicles assisting first responders or providing emergency services to a Shareholder/member unit or GRF TRUST PROPERTY.

1. PREFACE

In order to promote safety, all drivers and pedestrians shall follow the same parking rules as are required on public streets, unless otherwise specified herein.

2. DEFINITIONS

Words appearing in ALL CAPITAL LETTERS are defined in this section.

2.1. ALTERNATIVE DISPUTE RESOLUTIONS (ADR)

A method of resolving disputes other than by litigation involving a neutral third party pursuant to Civil Code Sections 5925-5965.

2.2. ASSIGNED PARKING

A defined parking location that has been designated for the use of a specific individual or group by the GRF.

2.3. BICYCLE/TRICYCLE

A device with 2 or 3 wheels, respectively, upon which any person can ride propelled exclusively by human power through a belt, chain or gears.

2.4. CAREGIVER

A non-shareholder/member hired or identified by a Shareholder/ Member as providing part-time or full-time care. This person must be registered with Stock Transfer.

2.5. COMMERCIAL VEHICLES

A motor vehicle of a type required to be registered and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. A COMMERCIAL VEHICLE shall also mean any type of vehicle, which includes without limitation,

SECURITY

Parking Rules for Trust Property

a truck, van or trailer that has one or more of the following traits:

2.5.1. Larger than one (1) ton carry weight;

2.5.2. Bares a prominent business name or advertisement. If the graphic medium is removable, such as a magnetically attached sign, this element does not apply when all such signage is removed and stored out of view;

2.5.3. Normally employed or designed for commercial business use, whether or not a business name or advertisement is displayed.

2.5.4. Racks, materials, ladders, tool boxes and/or tools are visible on the exterior of the vehicle;

2.5.5. Used to haul any hazardous materials;

2.5.6. Designed to carry more than 15 (fifteen) passengers.

2.6. DUE PROCESS

An established course for judicial proceedings or other governmental activities designed to safeguard the legal rights of the individual.

2.7. ELECTRIC BICYCLE

Two-wheeled vehicle supplemented with an electric motor. It may not be driven on sidewalks.

2.8. GOLF CART

A motor vehicle having not less than three wheels in contact with the ground, having an unladen weight of less than 1,300 pounds, which is designated to be and is operated at no more than 20 mph, and has a maximum width of 48".

2.9. INTERNAL DISPUTE RESOLUTION (IDR)

An internal due process procedure offering an opportunity for both sides to meet and confer in good faith in an effort to resolve a dispute and reach a resolution of alleged violations of community rules.

2.10. LOW-SPEED VEHICLE (LSV)

A motor vehicle which is designed to travel in excess of 20 MPH with a maximum speed of 25 MPH. LSV's less than 48" in width shall be driven in accordance with the rules and regulations established for Golf Carts. LSV's that are more than 48" in width are prohibited from all walkways and sidewalks.

2.11. MOBILITY SCOOTER

A vehicle that is propelled by an electric motor with a battery pack on the vehicle. This vehicle is self-propelled.

2.12. MOTORCYCLE

A motorcycle has more than a 150cc engine size, and no more than three

GOLDEN RAIN FOUNDATION Seal Beach, California

SECURITY

Parking Rules for Trust Property

wheels and has to be registered with the Department of Motor Vehicles (DMV).

2.13. MOTOR-DRIVEN CYCLE

A motor-driven cycle has 149cc or less engine size (CVC §405) and has to be registered.

2.14. NON-RESIDENT

A person without the right under the governing documents and applicable law to occupy a dwelling within a Mutual.

2.15. PARKING PERMIT BINDER

A register maintained by the Security Department to document vehicles granted a limited exception to certain parking rules.

Examples: Extended RESIDENT'S absence, overnight RV parking, late night calls for overnight guests without a parking permit.

2.16. PARKING RULES VIOLATION PANEL (PRV)

The GRF Board of Directors (BOD) has established a committee consisting of a facilitator (the GRF Vice President), three (3) GRF directors and an alternate as may be designated from time to time by the BOD and assigned to meet on a rotating schedule to hear Shareholder/Member disputes regarding Parking RULES VIOLATIONS NOTICES issued by Security Department.

2.17. PEDESTRIAN

Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.

2.18. PROHIBITED VEHICLES

2.18.1. Aircraft;

2.18.2. Boats, personal watercraft, and their trailers, except as allowed in Section 3.8 – Recreational Vehicles Restricted;

2.18.3. INOPERABLE VEHICLE: a vehicle that lacks a functioning engine or transmission, or non-functioning wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways;

2.18.4. Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;

2.18.5. UNAUTHORIZED VEHICLE: Use of a motor vehicle in the community without consent of GRF or at least one of the Mutuals;

2.18.6. UNREGISTERED VEHICLE: no current valid State registration; or

2.18.7. Vehicle designed to carry 12 (twelve) or more passengers.



SECURITY

Parking Rules for Trust Property

116 EXCEPTION:

117 Buses or limousines to load or offload passengers with approval
118 from the Security Department or Recreation Departments.

2.19. RECREATIONAL VEHICLE (RV)

120 A motor vehicle or trailer for recreational dwelling purposes; a motor home or
121 other vehicle with a motor home body style which has its own motor power or
122 is towed by another vehicle.

123 EXCEPTION:

124 Van camper conversions.

2.20. RESERVED PARKING

126 A parking location that is marked as such by a sign, or curb or pavement
127 marking is set-aside for use only by the designated user(s).

2.21. RULES VIOLATION NOTICE (CITATION)

129 A written notification of a violation of GRF parking policies placed on the
130 violating vehicle. This information is forwarded to the related mutual president.

2.22. TRUST PROPERTY

132 All land operated by the GRF on behalf of the Mutuals.

2.23. TRUST STREETS

134 Streets with names.

2.24. UNASSIGNED PARKING

136 Not an ASSIGNED PARKING space.

2.25. UNAUTHORIZED VEHICLE

138 A vehicle not permitted to be on TRUST PROPERTY.

2.26. VEHICLE USED FOR RECREATION (VUFR)

140 Boats, boat trailers, all-terrain vehicles (ATVs), trailers used to transport ATVs.

142 3. RULES FOR PARKING

3.1. PROHIBITED VEHICLES

148 EXCEPTION:

149 Clear Water



SECURITY

Parking Rules for Trust Property

the owner's expense. See Section 6 – Towing Policy.

3.2. TEMPORARY PARKING PERMITS

- 3.2.1.** The following Parking Permits are issued by Security Department
 - 3.2.2.** All Parking Permits must be displayed on dashboard of vehicle or on the king pin of a fifth wheel or the tongue of a trailer:
 - 3.2.2.1.** Shareholder/member for use on rental or new vehicle;
 - 3.2.2.2.** Guest of Shareholder/Member;
 - 3.2.2.3.** Overnight Parking Permit at request of Shareholder/Member for Guest.

3.3. GENERAL PARKING RULES

- 3.3.1.** Park Safely – At no time may a vehicle be parked in a manner creating a traffic hazard.
 - 3.3.2.** No animal or child is allowed to be left alone in any parked vehicle on TRUST PROPERTY. Animal Control or Seal Beach Police will be called immediately in either circumstance.
 - 3.3.3.** Fire Hydrant – At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. See Section 6 – Towing Policy.
 - 3.3.4.** Sidewalk – No vehicle may be parked with any portion of it on a sidewalk.
 - 3.3.5.** Off Pavement – At no time may a vehicle be parked with any portion of it off pavement.
 - 3.3.6.** Curb or Parking Stall – Vehicles may park in a designated parking stall or along a curb or sidewalk, unless otherwise provided herein.

Vehicles on a two-way travel roadway must be parked with the passenger side wheels within 18 (eighteen) inches of the curb or sidewalk.

 - 3.3.6.1.** Vehicle must be parked completely within the marked boundaries of a parking space
 - 3.3.6.2.** A vehicle may be parked in a location that is not a marked stall; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.
 - 3.3.6.3.** Any vehicle without proof of current valid State

SECURITY

Parking Rules for Trust Property

- 189 registration may not be parked on TRUST
190 PROPERTY at any time.
- 191 **3.3.6.4.** Any vehicles without a GRF decal on windshield or
192 pass displayed on the dash may not be parked on
193 TRUST PROPERTY.
- 194 **3.3.6.5.** Trailers not connected to a vehicle are not permitted
195 to be parked on TRUST STREETS.
196 Such trailers may be parked in the Permit section at
197 Clubhouse 4 (four) only with a permit issued by the
198 Security Department.
- 199 **3.3.6.6.** Pods, moving trailers or similar portable storage units
200 are not permitted on TRUST PROPERTY without
201 Security Department authorization.
- 202 **3.3.6.7.** Vehicles in violation are subject to immediate tow
203 away at owner's expense. See Section 6 – Towing
204 Policy.

205 **3.4. PARKING ZONES**

- 206 **3.4.1.** Red Zones – Vehicles in violation are subject to immediate tow
207 away at owner's expense. See Section 6 – Towing Policy.
- 208 **3.4.1.1.** Fire Hydrant or Fire Lane: No person shall park or
209 leave standing any vehicle within 15 (fifteen) feet of a
210 fire hydrant even if the curb is unpainted.
- 211 **3.4.1.2.** Non-Fire Lanes: A vehicle may not be left unattended.
- 212 **3.4.1.3.** Bus Stops: No person shall park or leave standing any
213 vehicle within 30 (thirty) feet on bus stop side of the
214 street to provide for loading and unloading of buses.
- 215 **3.4.1.4.** Drive-up Mail Boxes: No person shall park or leave
216 unattended any vehicle within 15 (fifteen) feet of the
217 mail box.
- 218 **3.4.2.** Blue Zone (Handicapped): Vehicles must display a valid,
219 government-issued disabled (handicapped) license plate or
220 placard.
- 221 **3.4.3.** Green Zone: Parking may not exceed time limit posted by sign
222 or curb marking.
- 223 **EXCEPTION:**
224 Unlimited time parking in a Green Zone is permitted only when
225 the vehicle is displaying a valid government-issued disabled
226 (handicapped) license or placard.



SECURITY

Parking Rules for Trust Property

- 3.4.4.** White Zone: Passenger loading and unloading only. Time limit: 30 (thirty) minutes.
 - 3.4.5.** Yellow Zone: Commercial vehicle loading and unloading only: 30 (thirty) minutes.
 - 3.4.6.** Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless otherwise restricted.

3.5. RESIDENT'S PARKING

A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 96
72 (seventy-two) hours in one location without first notifying the Security Department.

3.6. NON-RESIDENT PARKING

NON-RESIDENT vehicles are not eligible for extended parking privileges without permit issued by the Security Department.

- 3.6.1.** Any violation of this section may result in vehicle being towed at the owner's expense. (see Section 6 - Towing Policy)

3.7 CAREGIVER PARKING

A CAREGIVER may park on TRUST PROPERTY only when a CAREGIVER parking pass is displayed on the dashboard of the vehicle.

For Caregiver parking rights, the person must be registered with the GRF Stock Transfer office.

3.8 CONTRACTOR AND SERVICE VEHICLE PARKING

- 3.8.1.** Contractors' vehicles must comply with all rules set forth herein and must not obstruct or park on the sidewalk.
 - 3.8.2.** Contractor and service vehicles, including personal vehicles driven by workers shall not be parked on TRUST PROPERTY (TRUST STREETS included) overnight without a permit.

3.9 OVERNIGHT PARKING PERMITS

- 3.9.1.** RESIDENT overnight parking is prohibited without a Security Department issued vehicle decal or Overnight Parking Permit.
 - 3.9.2.** COMMERCIAL VEHICLES, equipment, and materials utilized in authorized activities conducted for the Mutual, or its RESIDENTS overnight parking is not permitted without an Overnight Parking Permit issued by the Security Department.

EXCEPTION:

COMMERCIAL VEHICLES parked in assigned rental spaces in Allen's Alley by Clubhouse 2 (Two).

SECURITY

Parking Rules for Trust Property

267 **3.9.3.** The Overnight Parking Permit must be displayed face-up on the driver
 268 side dashboard of the MOTOR VEHICLE, or prominently affixed to
 269 the front of trailers or equipment.

270 **3.9.4.** The following vehicles and equipment are prohibited from parking
 271 on TRUST STREETS at any time between the hours of 12:00
 272 a.m. and 7:00 a.m. unless otherwise addressed in this policy:

273 **3.9.4.1.** Vehicle not displaying a valid GRF decal or Overnight
 274 Parking Permit.

275 **3.9.4.2.** Recreational Vehicle – except as provided below in
 276 Section 3.10 – “Recreational Vehicles Restrictions.”

277 **3.9.4.3.** COMMERCIAL VEHICLE, construction/ maintenance
 278 equipment, storage and disposal units, building
 279 materials.

280

281 **3.10. RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION**
 282 **(VUFR) RESTRICTIONS**

283 An RV or VUFR may be parked on TRUST STREETS only when meeting all of
 284 the following conditions:

285 **3.10.1.** RV parked at any TRUST PROPERTY facility **MUST** have
 286 Security Department issued decal or a Parking Permit.

287 **3.10.2.** RV or VUFR is parked up to 48 (forty-eight) hours for the purpose
 288 of loading or unloading.

289 **3.10.3.** Other activities, such as sleeping or resting in the RV or VUFR,
 290 and vehicle maintenance are not allowed.

291 **3.10.4.** RV or VUFR must be parked with engine and accessory
 292 equipment (e.g. exterior lights, air conditioner, audio and video
 293 equipment) shut off.

294 The generator may ONLY be used between the hours of 8:00
 295 a.m. and 8:00 p.m. while loading or unloading the vehicle.

296 **3.10.5.** Extensions such as slide-outs, tilt-outs, and awnings must be
 297 closed. Steps must not block the sidewalk.

298 **3.10.6.** RV or VUFR may not be attached to any external power supply.

299 **3.10.7.** Leveling jacks, if used, must include a base plate sufficient to
 300 prevent damage to pavement.

301 **3.10.8.** No animals or children are to be left unattended on or within any
 302 RV or VUFR at any time.

303

304 **3.11. “FOR SALE” SIGNS**

"For Sale" signage shall not be displayed on any vehicle on TRUST

SECURITY

Parking Rules for Trust Property

305 PROPERTY.

306 **3.12. REPAIRS**

307 Vehicles may not be rebuilt or rehabilitated, major service may not be
308 performed, and fluids may not be changed on any TRUST PROPERTY.

309 **3.13. WASHING**

310 All washing of vehicles must be done at the car and RV washing areas behind
311 Clubhouse 2 (Two). Vehicles must have a GRF decal.

312 EXCEPTION: NON-RESIDENTS shall not be permitted to wash their vehicle
313 anywhere on TRUST PROPERTY.

314 **4. TRUST PROPERTY PARKING AREAS**

315 **4.1. CLUBHOUSE ONE**

316 4.1.1. Parking next to the Wood Shop is prohibited between 11:00 p.m.
317 and 7:00 a.m.

318 4.1.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the
319 spaces on the west side of the clubhouse (Burning Tree).

320 4.1.3. Parking is permitted up to 72 (seventy-two) hours in the lot
321 across from the clubhouse next to the golf course.

322 **4.2. CLUBHOUSE TWO**

323 4.2.1. Parking next to the Wood Shop and car wash is prohibited
324 between 11:00 p.m. and 7:00 a.m.

325 4.2.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the
326 spaces on the east side of the clubhouse (El Dorado).

327 4.2.3. Parking is permitted up to 72 (seventy-two) hours in the lot
328 between the clubhouse and the RV lot.

329 **4.3. CLUBHOUSE THREE & FOUR**

330 4.3.1. Permit Parking

331 The three (3) approved locations within the Clubhouse 4 (four)
332 parking lot are for temporary RV and VUFR use, subject to the
333 terms and conditions noted in this policy.

334 Available permit parking is limited. Spaces are allotted on a "first
335 come first served" basis.

336 EXCEPTION:

337 The Radio Club Yellow Emergency Van

338 Innovative Cleaning Service Vehicles

SECURITY

Parking Rules for Trust Property



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4.3.2. Identification

All RVs and VUFRs must be registered with the Security Department and display the Parking Permit in order to park in the noted locations. If the RV or VUFR does not have a windshield, the identification must be placed on the king pin of a fifth wheel or the tongue of a trailer.

4.3.3. RVs and VUFRs

4.3.3.1. Shareholders/Members and Guests may park a RV or VUFR temporarily in the noted locations for the purpose of loading and unloading, and preparing the vehicle for travel or storage subject to these Rules and Regulations of the GRF.

4.3.3.2. Notification – Shareholders/Members and Guests must notify Security Department immediately when entering the community with their RV or VUFR. This notification is required in order to park temporarily for a term as follows:

4.3.3.3. Maximum Consecutive Nights

Shareholders/Members may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 21 (twenty-one) days at no charge. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

SECURITY

Parking Rules for Trust Property

Guests may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 14 (fourteen) days at no charge. An additional 7 (seven) days are available with a fee. See section below. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

- 4.3.3.4.** In the event of an unexpected medical and or mechanical emergency the Security Chief, Deputy Security Chief or the Executive Director may grant a limited extension not to exceed 72 (seventy-two) hours.

EXCEPTION:

Watch Commander or Deputy Chief may grant extension until return of the Security Chief or Executive Director.

- 4.3.3.5.** The Security Chief must make a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).
- 4.3.3.6.** Failure to comply may result in towing of the vehicle at the owner's expense.

4.3.4. Use of an RV or VUFR

- 4.3.4.1.** Shareholder/Members and Guests may live in a RV or VUFR parked in the community for a maximum of seven (7) days. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage.

- 4.3.4.2.** No animal or child shall be left alone in a vehicle at any time.

- 4.3.5.** Safety Requirements – All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in community.

4.3.6. Parking Fees for RV or VUFR

- 4.3.6.1.** Shareholder/Member: First Twenty-one (21) days – No Charge.

- 4.3.6.2.** Guest of Shareholder/Member:

There is no charge for the first fourteen (14) days.

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SECURITY

Parking Rules for Trust Property

370 The following seven (7) days will be charged at rate of
371 \$20.00 per day.

- 4.3.6.3.** Payment will be collected by the Security Department at the time the Parking Permit is issued. Checks only. All other types of payments will be made at the Finance Department.

4.3.6.4. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

- ## **4.4. BUILDING FIVE, CLUBHOUSE SIX, HEALTHCARE CENTER, ADMINISTRATION AND ALLEY**

No overnight parking is permitted.

EXCEPTIONS:

Security Vehicles:

CARE ambulances:

Pharmacy delivery vehicles; and

Two (2) Healthcare Vehicles;

24 Hour Nurse;

HCC Golf Cart;

GRF Vehicles; and

Innovative cleaning service vehicles.

- #### **4.5. AMPHITHEATER**

- 4.5.1.** No Shareholder/member may park in any space marked for "Staff" or HCC between the hours of 7am to 6pm, Monday to Friday.

- 4.5.2.** The parking space designated for the HCC 24-Hour Nurse may never be used by anyone else except that employee and the HCC Golf Cart.

- 400 5. BICYCLES/TRICYCLES**

BICYCLES or TRICYCLES may not be parked in any manner interfering with foot or vehicle traffic. Bicycles must be parked utilizing parking racks where provided. GRF is not liable for damaged, lost or stolen property.

405 Attended BICYCLES or TRICYCLES may be parked off pavement, but only in such a
406 manner as not to damage landscaping.

SECURITY

Parking Rules for Trust Property

407 Parking on a sidewalk is prohibited.

408

6. TOWING

410 The Security Department will take steps to identify the owner and make contact. Failure
 411 to contact the vehicle owner shall not affect GRF's ability to tow any vehicle in violation
 412 of these rules or posted signage.

413

6.1. Immediate Towing Situation

414

415 A vehicle parked in either Red Zone "Fire Lane" or "Fire Hydrant."

416

6.2. Red Ticket Towing Notice

417

418 The vehicle has been issued a notice of parking violation, and 96 hours have
 elapsed since the issuance of that notice.

419

7. DUE PROCESS

420 Due Process is a set of procedures of increasing stages of formality and associated
 421 additional costs to both parties.

422

7.1. Internal Dispute Resolution (IDR) Process

423

424 7.1.1. Person charged with the violation (Violator) can pay the fine. The
 425 citation has the fines for parking violations on the reverse side of the
 426 form.

427

428 7.1.2. The Violator has the right to contest the "rules violation" in writing to
 429 the Parking Rules and Violations Panel (PRV) within ten (10)
 business days of the date of the violation,

430

431 7.1.3. A hearing will be scheduled at the next monthly meeting of the PRV.
 432 Hearings will be scheduled once a month on the fourth Monday of
 the month at 9:00 am.

433

434 7.1.4. Violator may submit a response in writing within ten (10) business
 435 days of the violation to the PRV, if they are unable to attend the
 hearing.

436

437 7.1.5. The PRV must be notified ten (10) business days prior to the hearing
 if interpreter's services are needed and the language required.

438

439 7.1.6. Shareholder/Members will be notified in writing of the results of the
 hearing within 15 business days.

440

7.2. Notice of Hearing

441 The written RULES VIOLATION NOTICE (Citation) serves as written notice of
 442 the violation and hearing (Civ. Code §5855). The following items will be set forth
 443 in the written Violation of Rules:

444

445 7.2.1. Description of violation, including time of violation and location and
 possible penalties (including possible monetary penalties); and

GOLDEN RAIN FOUNDATION Seal Beach, California

SECURITY

Parking Rules for Trust Property

446 **7.2.2.** Hearing date, time, and location of Hearing.

447 **7.3. Notice Handout**

448 This document supplements the Citation and must contain the following:

449 **7.3.1.** The date, time, and place of the hearing;

450 **7.3.2.** The nature of the alleged violation (including the date/time and
451 location) for which a member may be disciplined;

452 **7.3.3.** A statement that the member has a right to attend the hearing and
453 present evidence. (Civ. Code §5855(b).);

454 **7.3.4.** Notification that a "Failure to Respond" will acknowledge acceptance
455 of the violation and the corresponding fine may be imposed; and

456 **7.3.5.** A section to indicate the need for an interpreter and the language
457 requested. The PRV must be notified at least ten (10) business days
458 prior to the hearing if the Shareholder/member will bring an
459 interpreter.

460 **7.4. Extensions**

461 The Shareholder/Member may request one extension of the panel hearing
462 under these following circumstances:

463 **7.4.1.** An extension of Hearing date at least 48 (forty-eight) hours prior to
464 the scheduled PRV hearing with no explanation;

465 **7.4.2.** An extension for medical, health or family issues;

466 **7.4.3.** The written notification to the PRV panel that the Violator is bringing
467 a lawyer. This will require a minimum 30-day extension to insure PRV
468 attorney will be present, or

469 **7.4.4.** A second extension may be granted by the PRV.

470 **7.5. PRV Hearing**

471 **7.5.1.** Defense - The Shareholder/Member has the right to examine and
472 refute evidence. The photos may be viewed in the Security Office by
473 appointment. The Security Department will have a representative
474 present to explain all relevant information and evidence. This may
475 include questions during the hearing. Members also have the right to
476 submit their defense in writing rather than make an appearance
477 before the PRV. (Corp. Code §7341(c)(3).)

478 **7.5.2.** Lawyers - The Shareholder/Member has a "right" to bring a lawyer to
479 represent them in an IDR hearing. The Shareholder/Member must
480 provide a 30-day written notification to the Panel. The
481 Shareholder/Member may bring an Observer or interpreter.

SECURITY

Parking Rules for Trust Property

484 **7.5.3.** The Panel Session is a closed meeting. Hearings will be held in
 485 executive session. The Shareholder/Member may request an open
 486 hearing.

487 **7.5.4.** If the Shareholder/Member does not appear at the scheduled
 488 meeting without prior notification to the Panel, this will be accepted
 489 as agreement by the Shareholder/Member of the validity of the
 490 violation and the appropriate fine may be assessed.

491 **7.6. Post-Hearing Due Process**

492 **7.6.1.** Findings - The PRV panel shall make "findings" to support the panel's
 493 decision regarding the alleged violation. Findings may allow for
 494 vacating the citation.

495 **7.6.2.** The fine is reasonable and rationally related to the operations of the
 496 association. The session will include violation number and results of
 497 hearing.

498 **7.6.3.** Notice of Decision. Notice of the panel's decision must be given by
 499 first-class mail within 15 business days following the PRV's decision
 500 (Civ. Code §5855(c); Corp. Code §7341(c)(2).) The letter of decision
 501 shall include the panel's findings.

502 **7.7. The PRV Panel**

503 **7.7.1.** GRF must have a published enforcement policy in place as required
 504 by law.

505 **7.7.2.** Panel will meet on the 4th Monday of each month at 9:00 a.m. in
 506 Administration Conference Room A.

507 **7.7.3.** A second meeting will be scheduled if the volume of hearing requests
 508 is too large; it will meet on the 4th Wednesday at 1:00 p.m. in
 509 Conference Room B.

510 **EXCEPTION:**

511 **7.7.3.1.** Contractors will be adjudicated by the Facilities
 512 Director.

513 **7.7.3.2.** Health Care Center (HCC) employees will be
 514 adjudicated by HCC management.

515 **7.7.3.3.** GRF employees will be adjudicated by GRF Human
 516 Resources Department.

Document History

517 Adopted: 27 Dec 16 Amended: 27 Jun 17 Amended: 23 Jul 19

518 **Keywords:** Parking Definition Due Process Trust Property Security

519 (Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: RESCIND 80-1928-1, GOLF CART AND LOW SPEED VEHICLE RULES
DATE: FEBRUARY 11, 2021
CC: FILE

At its regularly scheduled meeting on February 10, 2021, the Security, Bus & Traffic Committee duly moved and recommended to the GRF Board of Directors to rescind 80-1928-1, Golf Cart and Low Speed Vehicle Rules.

I move to rescind 1928-1, Golf Cart and Low Speed Vehicle Rules, pending final adoption of replacement governing documents at the April 5, 2021 Special GRF Board of Directors meeting.

SECURITY

Golf Cart and Low Speed Vehicle Rules

The following Parking Rules and Regulations are strictly enforced and are applicable to all **Golf Carts and LSVs**.

1 1. **DEFINITION:**

2 1.1. “**LW**” as used herein means any Trust Property managed by the Golden Rain
3 Foundation (GRF).

4 1.2. “**RESIDENT**” as used herein means any Member, qualified permanent resident
5 or co- occupant.

6 1.3. “**VISITOR**” as used herein means any person who is not a “RESIDENT” as listed
7 above.

8 1.4. “**GOLF CART**” means a vehicle having not less than three wheels in contact
9 with the ground, having an unloaded weight of less than 1,300 pounds, which is
10 designed to be operated at no more than 20 mph, and has a maximum width of
11 48”.

12 1.5. “**LSVs**” means a vehicle similar to and including a gem car, which is designed to
13 travel in excess of 20 MPH with a maximum speed of 25 MPH.

14 1.6. **ALTERNATIVE DISPUTE RESOLUTIONS (ADR)**

15 A method of resolving disputes other than by litigation involving a neutral third
16 party pursuant to Civil Code Sections 5925-5965. See Policy 1927-37 Section 7.

17 1.7. **PARKING RULES VIOLATION PANEL (PRV)** The GRF Board of Directors
18 (BOD) has established a committee consisting of a facilitator (the GRF Vice
19 President), three (3) GRF directors and an alternate as may be designated from
20 time to time by the BOD and assigned to meet on a rotating schedule to hear
21 Shareholder/Member disputes regarding Parking RULES VIOLATIONS
22 NOTICES issued by Security Department. See Policy 1927-37 Section 7

23 1.8. **RULES VIOATIONS NOTICES (CITATION)**

24 A written notification of a violation of GRF parking policies placed on the
25 violating vehicle. This information is forwarded to the related mutual president.



SECURITY

Golf Cart and Low Speed Vehicle Rules

2. APPLICABILITY OF REGULATIONS:

- 2.1.** A RESIDENT is not required to have a driver's license to operate a GOLF CART or LSV in LW.
 - 2.2.** Any VISITOR driving a GOLF CART or LSV in LW must have a valid driver's license, be over (eighteen) 18 years of age and be accompanied by a RESIDENT.

3. DECAL REQUIREMENTS:

- 3.1.** All GOLF CARTs and LSVs must have a valid decal to be parked on Trust Property at any time.
 - 3.2.** All VEHICLES, including GOLF CARTs and LSVs must have a valid annual decal issued by the Security Department displayed on the vehicle. RESIDENT must be present at issuant of decal. The following items must be presented:
 - 3.2.1** GRF ID card; and
 - 3.2.2** Insurance policy.

4. PARKING:

For the purpose of identifying parking limitations and fines see Policies 1927-37.

Document History

Adopted: 23 Jan 18 Amended: 23 Jul 19

Keywords: Golf Cart Low Speed Decal Security Vehicle