

## BOARD OF DIRECTORS

Meeting Agenda  
Tuesday, July 25, 2023 - 10:00 A.M.  
Clubhouse Four

*This meeting may also be live streamed at [www.lwsb.com](http://www.lwsb.com).*

*The tab will be active 15 minutes prior to the start of the meeting.*

*The live streaming uses YouTube live and terminates at the close of the meeting.*

**1. Call to Order/Pledge of Allegiance**

**2. Roll Call/Notice of Quorum**

**3. President's Announcement**

**4. Member Comments/Correspondence**

**5. Consent Calendar**

- a. GRF Board of Directors Minutes, May 23, 2023
- b. Election Minutes, June 6, 2023
- c. Organization and Ratification Minutes, June 13, 2023
- d. Accept the Interim Financial Statements April 2023, for Audit
- e. Approve Transfers of Funds for GRF per Civil Code 5502

**6. New Business**

**a. General**

**i. Approve Southern California Edison Easement on Trust Property**

**Proposed Resolution:** To authorize the President to sign the Grant of Easement across Trust Property for the Electrical Vehicle Charging System being installed in Mutual Four.

**b. Capital Funding**

**i. Capital and Reserve Funds Balance Sheet**

**ii. On-Site Sales Office Sign**

**Proposed Resolution:** To award a contract to MJ Jurado for the installation of a concrete sign visible from both sides of Seal Beach Boulevard for the On-Site Sales Office at the entrance of Leisure World, at a cost of \$8,500, Capital Funding, adding \$1,000 contingency for a cost not to exceed \$9,500 and authorize the President to sign the contract.

**iii. Engineering EV Stations (Maintenance Yard)**

**Proposed Resolution:** To award a contract to Control Engineering for field engineering to evaluate sources of power to charge electric vehicles in the Service Maintenance Yard at a cost not to exceed \$4,000 Capital Funding and authorize the President to sign the contract.

- iv. **Radar Speed Signs**  
**Proposed Resolution:** To authorize purchase for three radar speed signs. Location to be chosen by the Security Department and installed by Service Maintenance, for a total cost not to exceed \$15,000 Capital Funding and authorize the President sign the contract.
- v. **Main Entry Traffic Flow**  
**Proposed Resolution:** To approve the proposal from Urban Crossroad to complete a traffic study and provide solutions to the Main Gate entry at a cost not to exceed \$14,400, Capital Funding and authorize the President sign the contract.
- c. **Reserve Funding**
  - i. **HVAC Unit in News Office**  
**Proposed Resolution:** To award a contract to Greenwood Heating and Air for the replacement of the HVAC unit in the News Office at a cost not to exceed \$22,800 Reserve Funding and authorize the President to sign the contract.
  - ii. **Paving Project 2023**  
**Proposed Solution:** To award a contract to MJ Jurado for the grind and repaving of Interlachen, Glenview, Fairfield South, Mayfield, Twin Hills, and Main Gate entry. Crack Fill and Slurry Seal is required at Fresh Meadows, Knollwood, Kenwood and St Andrews (outside gate) using the same cost as presented in their 2022 bid and not to exceed \$580,000, Reserves Funding and authorize the President to sign the contract.
  - iii. **Clubhouse Four – Grand Piano**  
**Proposed Resolution:** To approve purchasing a Roland GP9 5-foot digital piano in polished ebony at a cost not to exceed \$11,000, Reserve Funding, and authorize the President to sign the contract.
- d. **Governing Documents**
  - i. **New GRF Rule Numbering Protocol**
  - ii. **Amend 30-1021-1, Posting Signs on Trust Property**  
**Proposed Solution:** Amend 30-1021-1, Posting Signs on Trust Property updating verbiage throughout, as presented.
  - iii. **Amend 40-2230-3, Authorized Signatories**  
**Proposed Solution:** Amend 40-2230-3, Authorized Signatories adding Electronic Signing requirement for \$150,000 payments and updating verbiage throughout as presented.
  - iv. **Amend 80-5580-1, Entry Passes – Rules**  
**Proposed Solution:** Amend 80-5580-1, Entry Passes – Rules updating language throughout as presented.

e. **Cost Recovery**

i. **TENTATIVE VOTE: Adopt Section 2.4, RFID Transmitters, Within 10-2000-2, Consolidated Fee Schedule**

**Proposed Solution:** To adopt section 2.4 of Rule 10-2000-2, Consolidated Fee Schedule, approving fees for multiple RFID tags, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on August 22, 2023.

ii. **Adopt Section 1.1., Temporary Visitor RV Parking, Within 10-2000-2, Consolidated Fee Schedule**

**Proposed Solution:** To adopt Section 1.1. of Rule 10-2000-2, Consolidated Fee Schedule, approving fees for temporary Recreational Vehicle parking for visitors.

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

**Proposed Solution:** To adopt section 1.2. of Rule 10-2000-2, Consolidated Fee Schedule, approving fees for temporary Recreational Vehicle parking for Members, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on August 22, 2023.

iv. **Optum Lease Renewal**

**Proposed Solution:** To extend Optum's five-year lease renewal beginning October 1, 2023, at a rate of \$65,000.00 per month for 60 months.

**7. Ad Hoc Reports**

a. 1.8 Ad Hoc Committee – Discussion

**8. Next Meeting Date**

Tuesday, August 22, 2023, at 10:00 a.m. – Clubhouse Four

**9. Adjournment**

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



## BOARD OF DIRECTORS MEETING MINUTES GOLDEN RAIN FOUNDATION

### **CALL TO ORDER**

President Marsha Gerber called the regular monthly meeting of the Board of Directors of the Golden Rain Foundation (GRF) to order at 10:02 a.m., on Tuesday, May 23, 2023, in Clubhouse Four and via live stream.

### **PLEDGE OF ALLEGIANCE**

Director Nick Massetti led the pledge.

### **EXECUTIVE SESSION DISCLOSURE**

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

### **ROLL CALL**

Following the roll call, Corporate Secretary Carol Levine reported that Directors Gambol, Jacquelin, Nugent, Geffner, Gerber, W. Thompson, Hopewell, Ableser, Doderer, Levine, Jablonski, Damoci, Melody, Friedman, Isom and Massetti were present.

Director Doderer was present via Zoom.

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

Director of IT Marcelo Mario was present via Zoom.

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



## **SHAREHOLDER/MEMBER COMMENTS**

In accordance with Policy 5610, Participation by Foundation Members, members may comment prior to the beginning of business. Requests must be registered in advance of the meeting. The Open Meeting Act allows the Board of Directors to establish reasonable time limits for the open forum and for speakers to address the board. Time limits, per speaker, are limited to:

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

There was one comment made at the meeting, and no submitted written comments prior to the meeting.

## **CONSENT AGENDA**

Accept the minutes of the GRF Board of Directors Minutes, April 25, 2023 as amended; Authorize Transfers of Funds for GRF Per Civil Code 5502 for March 2023 and April 2023.

## **CAPITAL FUNDING**

Director of Finance discussed the Capital Fund and Reserve Fund Balance Sheet.

### **Air Conditioning Unit for Amphitheater Dressing Rooms**

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

TO approve installing air conditioning at the Amphitheater dressing rooms as described, for a total cost not to exceed \$16,920.00, which includes a 20% contingency, Capital Funding and authorize the President to sign the contract.

No one spoke on this motion.

### **Service Maintenance Utility Vehicles**

Ms. Gambol MOVED, seconded by Mrs. Nugent and carried unanimously by the Directors -

TO approve two (2) Taylor-Dunn Bigfoot burden carrier utility vehicles for a total cost not to exceed \$51,742.84, plus a \$1,000 contingency and authorize the President to sign the contract.

One Director spoke on this motion.



## **RESERVE FUNDING**

### Shuffleboard Courts

Ms. Jacquelin MOVED, seconded by Mrs. Nugent and carried unanimously by the Directors -

TO award a contract to Floor Care of Arizona for leveling, beveling, and filling of cracks on six courts. Follow by removing paint and lines, reinstalling lines and numbers for \$10,950.00 plus a 20% contingency for a total cost not to exceed \$13,140.00, Reserve Funding and authorize the President to sign the contract.

Two Directors spoke on the motion.

## **ADMINISTRATION**

### Administration - Amend 30-1001-5, Glossary of Terms

Mr. Geffner MOVED, seconded by Ms. Jacquelin and carried unanimously by the Directors -

TO amend 30-1001-5, Glossary of Terms: Governing Documents, as presented.

One Director spoke on the motion.

### Amend 30-5022-3, Community Rules Violation Panel Charter

Mr. Jablonski MOVED, seconded by Mrs. Nugent and carried unanimously by the Directors –

TO amend 30-5022-3, Community Rules Violation Panel Charter.

No one spoke on the motion.

### Amend 30-5028-3, Golden Rain Foundation Director's Handbook

Ms. Hopewell MOVED, seconded by Ms. Levine –

TO amend 30-5028-3, Golden Rain Foundation Director's Handbook, as presented.

Two Directors spoke on the motion.



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

Amend 40-2920-3, Budget Controls

Mr. Friedman MOVED, seconded by Ms. Gambol–

TO amend 40-2920-3, Budget Controls, as presented.

No one spoke on this motion.

The motion passed with two no votes (Directors Jacquelin and Geffner).

Rescind 30-5175-3, Facilities and Amenities Ad Hoc - Committee Charter

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

TO rescind 30-5175-3, the charter for the Facilities and Amenities Review Ad Hoc Committee.

No one spoke on this motion.

**AD HOC REPORT**

1.8 Ad Hoc Committee

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

**ADJOURNMENT**

The meeting was adjourned at 10:58 A.M.

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Carol Levine, Corporate Secretary  
Golden Rain Foundation  
TM:05-23-23



## **BALLOT COUNTING MEETING GOLDEN RAIN FOUNDATION**

### **CALL TO ORDER**

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 Gerber at 10:00 a.m. on Tuesday, June 6, 2023, in Clubhouse Four.

### **ROLL CALL**

Following the roll call, Corporate Secretary Levine reported that Directors Perrotti, Gambol, Jacquelin, Nugent, Geffner, Gerber, W. Thompson, Hopewell, Doderer, Levine, Jablonski, Damoci, Melody, Friedman, Isom and Massetti were present.

Directors Ableser was not present.

Seventeen Board members were present.

Director C. Thompson joined the meeting at 10:20 a.m.

Executive Director Jessica Sedgwick, Election Specialist Jenna Dever, and Executive Coordinator Tia Makakaufaki were present.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Director Perrotti.

### **ANNOUNCEMENTS**

The Annual Meeting is scheduled for Tuesday, June 13, 2023, at 2:00 p.m. and the Organizational and Ratification meeting will be held immediately after, also in Clubhouse Four and via live stream.

The winners of today's election will be installed at the conclusion of the Annual Meeting. The Executive Coordinator will contact any newly elected winners of today's election.

All Foundation members were welcome to observe the counting process via live stream. Once the counting process is underway, the Board will be recessed until ballot counting is completed.



### **SHAREHOLDER/MEMBER COMMENTS**

In accordance with Policy 5610, Participation by Foundation Members, members may enter 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. 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/member offered comments. No shareholder submitted a written comment prior to the meeting.

### **COMMENCE COUNTING PROCESS**

The President stated that the purpose of the meeting was to observe the counting process, via live stream, for the election of the GRF Directors representing the odd-numbered Mutuels.

As a quorum of the Board was present, the counting process began at 10:05 a.m.

### **GRF BOARD MEETING RECESS**

The Board meeting was recessed at 10:05 a.m.

### **GRF BOARD MEETING CALL TO ORDER**

At 3:55 p.m., after the ballot counting was conducted, the meeting resumed.

Lynn Colclough of Accurate Voting Services (AVS), Inc., thanked the Board for engaging AVS to conduct today's election, and advised how the election process was conducted today.

## **ANNOUNCEMENT RESULTS OF ELECTION PROCESS**

Lynn Colclough reported the election results as follows:

Mutual Nine: **Tony Dodero** 134; Lory Gray 108

Mutual Fifteen: Jacqueline Dunagan 119; **Marla Hamblin** 174

The Following GRF Directors were returned to their seats on the Board, unopposed:

Mutual One: **Donna Gambol** 283

Mutual Five: **William Thompson** 259

Mutual Eleven: **Edward Jablonski** 150

Mutual Seventeen: **Nick Massetti** 79

The Following GRF Directors were elected, by acclamation:

Mutual One: **Daniel Weber** 294

Mutual Three: **Maureen Habel** 225

Mutual Seven: **Patricia Vienna** 217

Lynn Colclough announced that the GRF Bylaw Amendment had been approved by the Members. Results as follows:

**Vote to Approve: 3,312 Abstain: 192 Quorum: 63**

The President thanked the Members of Accurate Voting Service for their work. The newly elected Directors will be installed at the conclusion of the GRF Annual meeting on June 13, 2023.



### **GIFT CARD DRAWING**

The drawing was held throughout the meeting and conducted by Election Specialist Jenna Dever.

### **ADJOURNMENT**

The meeting was adjourned at 4:04 p.m.

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Marsha Gerber – President  
GRF Board of Directors  
TM 6-06-23

DRAFT



**BOARD OF DIRECTORS ORGANIZATIONAL AND RATIFICATION  
MEETING MINUTES  
GOLDEN RAIN FOUNDATION**

**RECONVENED**

The meeting was called to order at 3:32 p.m.

**ROLL CALL**

Executive Coordinator Tia Makakaufaki reported that Directors Weber, Gambol, Jacquelin, Nugent, Habel, Gerber, W. Thompson, Hopewell, Vienna, C. Thompson, Jablonski, Damoci, Melody, Hamblin, Isom and Massetti were present.

Directors Levine and Dodero were present via Zoom.

Executive Director Jessica Sedgwick, Senior Director Mark Weaver, Recreation Director Jesse Cripps, Executive Coordinator Tia Makakaufaki and Executive Director Assistant Emma Hurtado were also present.

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

**BEGIN PROCESS OF ORGANIZATION**

The Executive Director called for nominations for the office of President. Ms. Hopewell nominated Mrs. Damoci and Mr. Jablonski nominated Ms. Gerber. Ms. Gerber was elected President for the 2023/2024 term.

President Gerber opened nominations for the office of Vice President. Ms. Gerber nominated Mr. Thompson and Mr. Melody nominated Ms. Isom. Mr. Thompson was elected Vice President for the 2023/2024 term.

Nominations were opened for the office of Corporate Secretary. Ms. Jacquelin nominated Ms. Levine. There being no further nominations, Ms. Levine was declared, by acclamation, Corporate Secretary of the Board for the 2023/2024 term.

Nominations were opened for the office of Treasurer. Ms. Gambol nominated Ms. Thompson. There being no further nominations, Ms. Thompson was declared, by acclamation, Corporate Secretary of the Board for the 2023/2024 term.



At this time President Gerber proceeded into Ratification of Committees.

## **NEW BUSINESS**

### **RATIFICATION OF COMMITTEE ASSIGNMENTS**

In accordance with Article 7, Section 1, Article 8 of the Bylaws Committee Functions of the Golden Rain Foundation of Seal Beach, the President shall appoint all committees and their members subject to the approval of the GRF Board.

Mrs. Nugent moved, seconded by Mr. Massetti present-

TO approve in accordance with the Bylaws of the Golden Rain Foundation of Seal Beach, the following Committees serving during the 2023-2024 term, per the distributed handout.

Four Directors spoke on this motion.

The motion passed with one no vote (Director Hopewell) and one abstention (Director Dodero).

## **ANNOUNCEMENTS**

The President announced the next Board Meeting will be held on July 25<sup>th</sup> in Clubhouse Four.

## **ADJOURNMENT**

The meeting was adjourned at 4:10 p.m.

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Carol Levine, Corporate Secretary  
Golden Rain Foundation  
TM:06-13-23



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** DIRECTOR OF FINANCE  
**BOARD ACTION:** ACCEPTANCE OF THE APRIL 2023 FINANCIAL STATEMENTS

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Following a review of the financial statements, in accordance with Policy 40-5115-3 and all applicable sections of the Civil Code 5500.

**Recommendation:**

To accept for audit and forward to the GRF Board the interim financial statements for period ending April 30, 2023, as presented by the Director of Finance and as reviewed by the Administration Committee.

# Financial Recap – April 2023

As of the four-month period ended April 2023, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$134,577.

Major variances are:

|                                  |           |   |
|----------------------------------|-----------|---|
| Wages, Taxes & Benefits          | \$376,738 | Favorable: Wages \$167K; P/R Taxes \$12k; Workers' Comp \$61K; 401(k) ER Match \$48K; Group Ins \$90K |
| Employee Related Expenses        | (252,863) | Unfavorable: Agency fees (\$271K); Continuing Education 13K, Incentives \$5K; Recruiting \$4K         |
| Utilities                        | (53,183)  | Unfavorable: Electricity (\$7K); Telephone (\$4K); Trash (\$3K); Gas (\$38K)                          |
| Building Repair Maintenance      | (9,748)   | Favorable: Building 5 and transportation  |
| Legal Fees                       | 25,000    | Favorable: Litigation \$16K, Fair Housing \$9K  |
| Landscape Maintenance            | 6,269     | Favorable: Seasonality not represented  |
| Janitorial Services              | 35,152    | Favorable: Contract adjustment  |
| Computer Maintenance & Software  | (7,398)   | Unfavorable: News computer purchase   |
| Computer Supplies                | (7,398)   | Unfavorable: Seasonality not represented. Adobe renewal.  |
| Materials & Supplies             | (9,003)   | Unfavorable: Stock office & transportation  |
| Sewer Maintenance                | (8,531)   | Unfavorable: Seasonality not represented  |
| Property & Liability Insurance   | (5,672)   | Unfavorable: Prepayment of unbudgeted active shooter.   |
| Other Professional Services      | (14,182)  | Unfavorable: More billable hours than budgeted  |
| Certification Preparation Income | (36,900)  | Unfavorable: Escrow sales below budgeted amount   |
| SRO Labor Cost Recovery          | (58,894)  | Unfavorable: Less billable hours than budgeted  |
| Other Income                     | 17,625    | Favorable: Valentines dance & golf course ball retrieval  |
| Rental Income                    | (41,400)  | Unfavorable: Onsite sales   |
| Display Advertising              | 23,123    | Favorable: Inserts moving to newspaper ads = more revenue   |

| <b>Reserve Funds</b>   | <b>Fund Balance</b> | <b>Allocated Current Projects</b> | <b>Allocated Future Projects</b> | <b>For details, see page</b> |
|------------------------|---------------------|-----------------------------------|----------------------------------|------------------------------|
| Repairs & Replacements | \$11,580,921        | \$1,338,437                       | \$10,242,484                     | 7                            |

| <b>Capital Funds</b> | <b>Fund Balance</b> | <b>Allocated Funds</b> | <b>Unallocated Funds</b> | <b>For details, see page</b> |
|----------------------|---------------------|------------------------|--------------------------|------------------------------|
| Capital Improvements | \$2,470,968         | \$865,223              | \$1,605,745              | 8                            |

Total year-to-date approved unbudgeted operating expenses are \$45,873.11.



## BOARD ACTION REQUEST

**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** DIRECTOR OF FINANCE  
**BOARD ACTION:** AUTHORIZE TRANSFERS OF FUNDS FOR GRF PER CIVIL CODE 5502

### **Background:**

Civil Code Section 5502 provides, among other things:

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

\* \* \*

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

### **Recommendation:**

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

| Date       | Vendor   | Amount         |
|------------|--|----------------|
| 06/28/2023 | Transfer to US Bank - Payroll - 1219                 | (\$296,000.00) |
| 07/11/2023 | Transfer to US Bank - Payroll - 1219                 | (\$284,500.00) |
| 06/13/2023 | Transfer to US Bank - Payroll - 1219                 | (\$273,500.00) |
| 05/17/2023 | Transfer to US Bank - Payroll - 1219                 | (\$268,000.00) |
| 05/22/2023 | D L D Insurance Brokers - INST 6/1/23                | (\$193,932.33) |
| 06/27/2023 | D L D Insurance Brokers - INST 7/1/23                | (\$193,932.33) |
| 06/12/2023 | Innovative Cleaning Serv - Multiple Invoices         | (\$142,206.16) |
| 05/09/2023 | Innovative Cleaning Serv - Multiple Invoices         | (\$140,066.16) |
| 07/11/2023 | Innovative Cleaning Serv - Multiple Invoices         | (\$140,066.16) |
| 07/11/2023 | City of Seal Beach - Water June-23 & Street Sweeping | (\$129,373.96) |
| 06/29/2023 | P/R Taxes 06-30-23 - EFT - P/R Taxes 06-30-23        | (\$114,957.72) |
| 06/05/2023 | City of Seal Beach - Water May-23 & Street Sweeping  | (\$114,884.68) |
| 06/02/2023 | PR Taxes Paid 06-02 - EFT - PR Taxes Paid 06-02      | (\$104,430.85) |
| 07/13/2023 | ADP, Inc. - EFT - Payroll Taxes Paid 07/14/23        | (\$103,481.67) |
| 05/09/2023 | ADP P/R 05/05/23 - EFT - P/R Taxes Paid 05/05        | (\$101,078.38) |
| 07/05/2023 | Anthem Blue Cross - HMO Medical                      | (\$101,029.93) |
| 05/01/2023 | Anthem Blue Cross - HMO Medical                      | (\$100,791.85) |



|            |  |                |
|------------|--|----------------|
| 06/01/2023 | Anthem Blue Cross - HMO Medical                                | (\$100,791.85) |
| 06/15/2023 | ADP, Inc. - EFT - P/R Taxes Paid 06/16                         | (\$ 99,576.95) |
| 05/19/2023 | P/R Taxes Paid 05-19 - EFT - P/R Taxes Paid 05-19              | (\$ 97,032.72) |
| 05/09/2023 | City of Seal Beach - Water April-23 & Street Sweeping          | (\$ 94,961.92) |
| 07/11/2023 | Off Duty Officers, Inc. - Multiple Invoices                    | (\$ 56,419.54) |
| 06/27/2023 | Off Duty Officers, Inc. - Security Services May 16-31, 2023    | (\$ 39,378.42) |
| 07/17/2023 | Ferguson Entrprs #1350 - Multiple Invoices                     | (\$ 37,060.24) |
| 05/30/2023 | Off Duty Officers, Inc. - Security Services Apr 16-30, 2023    | (\$ 36,701.15) |
| 06/27/2023 | Off Duty Officers, Inc. - Security Services May 1-15, 2023     | (\$ 35,789.27) |
| 06/05/2023 | Empower Trst Company, LLC - EFT - 401k Deposit PR 06/02/23     | (\$ 34,583.68) |
| 05/08/2023 | Empower Trst Company, LLC - EFT - 401k Transfer Funds 05-05-23 | (\$ 32,193.63) |
| 06/12/2023 | CliftonLarsonAllen LLP - Progress Billing Audit                | (\$ 30,450.00) |
| 07/17/2023 | Empower Trst Company, LLC - EFT - 401k Fund Transfer 07-14-23  | (\$ 30,256.13) |
| 05/22/2023 | Empower Trst Company, LLC - EFT - 401k Funds Transfer 05-19-23 | (\$ 30,073.44) |
| 05/22/2023 | Home Depot Credit Svcs - Electric Range                        | (\$ 28,351.18) |
| 05/09/2023 | CliftonLarsonAllen LLP - Progress Billing Audit                | (\$ 26,250.00) |
| 05/09/2023 | J&J Landscaping, Inc. - Multiple Invoices                      | (\$ 24,700.00) |
| 05/30/2023 | J&J Landscaping, Inc. - Multiple Invoices                      | (\$ 24,700.00) |
| 06/30/2023 | J&J Landscaping, Inc. - Multiple Invoices                      | (\$ 24,700.00) |
| 05/22/2023 | Preferred Employers - INST 04/30/23                            | (\$ 20,834.00) |
| 06/27/2023 | Preferred Employers - INST 05/31/23                            | (\$ 20,834.00) |
| 07/11/2023 | Philadelphia InsuranceCo - Deductible Billing                  | (\$ 20,000.00) |
| 05/22/2023 | Reed Printing, Inc. - GRF Community Guide                      | (\$ 19,068.44) |
| 06/30/2023 | Lowe's - FR 18 CUFT  | (\$ 18,705.80) |
| 06/19/2023 | Home Pipe & Supply - Multiple Invoices                         | (\$ 17,592.90) |
| 06/19/2023 | PacketWatch - Multiple Invoices                                | (\$ 15,800.00) |
| 05/15/2023 | SC Fuels - Gasoline  | (\$ 15,769.35) |
| 05/30/2023 | Athens Services - Trash 04-23                                  | (\$ 15,562.50) |
| 07/11/2023 | Lowe's - 100-Amp 2-Pole Standard T                             | (\$ 15,159.73) |
| 07/17/2023 | Ganahl Lumber Co - Multiple Invoices                           | (\$ 14,367.15) |
| 07/11/2023 | Lowe's - 100-Amp 2-Pole Standard T                             | (\$ 13,887.11) |
| 05/15/2023 | Home Pipe & Supply - Multiple Invoices                         | (\$ 13,204.03) |
| 05/31/2023 | Home Depot Credit Svcs - Electric Range                        | (\$ 12,326.60) |
| 06/27/2023 | PLK Tech, Inc. - Light Pole                                    | (\$ 12,054.34) |
| 06/30/2023 | Athens Services - Trash 05-23                                  | (\$ 11,791.97) |
| 07/17/2023 | Timothy Metzger - Multiple Invoices                            | (\$ 11,305.00) |

|            |   |                |
|------------|---|----------------|
| 07/17/2023 | Home Pipe & Supply - Multiple Invoices                        | (\$ 10,923.62) |
| 05/15/2023 | Ferguson Entrprs #1350 - Multiple Invoices                    | (\$ 10,553.92) |
| 06/27/2023 | CliftonLarsonAllen LLP - Services through May 2023            | (\$ 10,500.00) |
| 05/15/2023 | Ganahl Lumber Co - Multiple Invoices                          | (\$ 10,236.39) |
| 07/11/2023 | AJ's Entertainment - Summer Concert- Tribute to Michael Buble | (\$ 10,000.00) |



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES COMMITTEE  
**BOARD ACTION:** APPROVE SOUTHERN CALIFORNIA EDISONS EASEMENT ON TRUST PROPERTY

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**Background:**

Southern California Edison's Charge Ready Program has approved Mutual Four for a service for electrical vehicle (EV) charging.

SCE is requesting right of way to install Edison's electric distribution systems across Trust Property at El Dorado Drive and Knollwood Road. The area requested is highlighted on the attached drawing. SCE's scope of work includes paying to remove and restore the street surface to as near as its current condition as possible.

**Fiscal Impact:**

No revenue or cost expected.

**Recommendation:**

I authorize the President to sign the Grant of Easement across Trust Property for the Electrical Vehicle Charging System being installed in Mutual Four.

**Capital Funds  
May 2023**

|                          |                |          |
|--------------------------|----------------|----------|
| Balance                  | \$1,553,071.59 |          |
| Monthly Funding Budgeted | \$66,667.00    | *Implied |
| Monthly Funding Actual   | \$0.00         |          |

**Proposed Capital Expenditures**

|                           |             |
|---------------------------|-------------|
| Onsite Sales Sign         | \$9,500.00  |
| EV Stations - Maint. Yard | \$4,000.00  |
| Radar Speed Signs         | \$15,000.00 |
| Main Entry Flow           | \$14,400.00 |
| ITEM                      | \$0.00      |
| ITEM                      | \$0.00      |
| ITEM                      | \$0.00      |
| ITEM                      | \$0.00      |
| ITEM                      | \$0.00      |
| ITEM                      | \$0.00      |

|                                |                       |
|--------------------------------|-----------------------|
| <b>Total Balance Remaining</b> | <b>\$1,510,171.59</b> |
|--------------------------------|-----------------------|

**Stock Transfer Transactions**

|           |    |    |
|-----------|----|----|
| January   | 16 | 30 |
| February  | 24 | 29 |
| March     | 24 | 41 |
| April     | 38 | 48 |
| May       | 30 | 51 |
| June      | 32 | 46 |
| July      | 36 | 41 |
| August    |    | 40 |
| September |    | 34 |
| October   |    | 32 |
| November  |    | 32 |
| December  |    | 28 |

2023      2022

**Reserve Funds  
May 2023**

|                                    |                 |
|------------------------------------|-----------------|
| Balance                            | \$10,263,467.33 |
| Monthly Funding Budgeted (Amenity) | \$66,667.00     |
| Monthly Funding Budgeted (Assmnt)  | \$12,500.00     |
| Monthly Funding Actual             | \$164,254.00    |
| Funds YTD                          | \$944,307.63    |

**Proposed Reserve Expenditures**

|                           |              |
|---------------------------|--------------|
| HVAC - News               | \$22,800.00  |
| Paving Project            | \$580,000.00 |
| Grand Piano - Clubhouse 4 | \$11,000.00  |
| ITEM                      | \$0.00       |
| ITEM                      | \$0.00       |
| ITEM                      | \$0.00       |
| ITEM                      | \$0.00       |
| ITEM                      | \$0.00       |
| ITEM                      | \$0.00       |
| ITEM                      | \$0.00       |
| ITEM                      | \$0.00       |

|                                |                       |
|--------------------------------|-----------------------|
| <b>Total Balance Remaining</b> | <b>\$9,813,921.33</b> |
|--------------------------------|-----------------------|



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES COMMITTEE  
**BOARD ACTION:** CAPITAL FUNDING REQUEST: ON-SITE SALES OFFICE SIGN

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### **Committee Approval:**

The Architectural Design and Review Committee requested Physical Property to seek cost.

At its February 1, 2023, meeting, the Physical Property Committee recommended the GRF Board award a contract to MJ Juardo for the installation of a concrete sign visible from both sides of Seal Beach Boulevard for the On-Site Sales Office at the entrance of Leisure World, cost of \$8,500 Capital Funding adding \$1,000 contingency, and authorize the President to sign the contract

On, February 10, 2023, the Architectural Design & Review Committee concurred with this recommendation.

At its July 3, 2023, meeting, the Facilities Committee reviewed the new detailed sign information and unanimously recommended the GRF Board accept this proposal.

### **Background:**

A request was made for signage outside the Main Gate, visible from both sides of Seal Beach Boulevard. for the Sales Office. The GRF Board reviewed this request at its February meeting and asked the committee provide a more defined location and description for the sign.

### **Fiscal Impact:**

No funds have been budgeted for this Capital expense.

### **Recommendation:**

I move to award a contract to MJ Jurado for the install an On-Site Sales Offices of a concrete sign visible from both sides of Seal Beach Boulevard at the entrance of Leisure World, at a cost of \$8,500, Capital Funding, adding \$1,000 contingency for a cost not to exceed \$9,500 and authorize the President to sign the contract.



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES COMMITTEE  
**BOARD ACTION:** CAPITAL FUNDING ENGINEERING EV STATIONS (MAINTENANCE YARD)

---

### **Committee Approval:**

At its July 3, 2023, meeting, the Facilities Committee recommended the GRF Board award a contract to Control Engineering for field engineering evaluating sources of power-to-power cart and Electric Vehicle (EV) chargers in the Service Maintenance yard, at a cost not to exceed \$4,000, Capital Funding, and authorize the President to sign the contract.

### **Background:**

Staff was requested to investigate future electrical needs for our maintenance department for EV cart and car charging. Physical Property Department obtained a quote of \$4,000.00 from Control Engineering.

### **Fiscal Impact:**

Capitol expense of \$4,000 is required to research current power requirments. Fiscal impact unknown at this point.

### **Recommendation:**

I move to award a contract to Control Engineering for field engineering to evaluate sources of power to charge electric vehicles in the Service Maintenance Yard at a cost not to exceed \$4,000, Capital Funding, and authorize the President to sign the contract.

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## **BOARD ACTION REQUEST**

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES COMMITTEE  
**ACTION:** CAPITAL FUNDING REQUEST: RADAR SPEED SIGNS

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### **Committee Approval:**

At its July 3, 2023, meeting, the Facilities Committee recommended the GRF Board authorize a Capital funding reassignment to the purchase of three radar speed signs chosen by GRF Patrol Services for a total cost not to exceed \$15,000 and authorize the President to sign the contract.

### **Background:**

At its August 11, 2021, the Security, Bus and Traffic Committee recommended the Board of Directors purchase two radar trailers with data-logger capabilities for \$30,000. At the Board of Directors meeting on August 24, 2021, the Board discussed, but did not vote on the request, and returned the recommendation for the Committee's further review. Additional information was presented to SB&T Committee members on November 10, 2021, but the committee took no further action. This item has remained on the GRF Capital Plan.

The community needs to take all reasonable measures to reduce vehicular speeding. Case studies have suggested that these types of devices work, particularly if coupled with an active enforcement component.

**EXAMPLE:** Solar LED Radar Speed Sign - EV15

**\$4000**



**Fiscal Impact:**

Project to be funded by previously allocated \$30,000 of Capital funds. If a cloud data plan is added to collect speed statistics, there will be a small associated monthly Operations cost (first year free). This is not required.

**Recommendation:**

I move to authorize purchase for three radar speed signs. Location to be chosen by the Security Department and installed by Service Maintenance, for a total cost not to exceed \$15,000 Capital Funding and authorize the President sign the contract.

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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** OPERATIONS COMMITTEE  
**ACTION:** CAPITAL FUNDING REQUEST – MAIN ENTRY TRAFFIC FLOW

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### **Committee Approval:**

At the January 24, 2023, GRF Board Meeting, redirecting traffic flow at the main entry to prevent cross traffic from Del Monte was briefly discussed.

At its March 8, 2023, meeting, the Security, Bus, and Traffic Committee recommended the GRF Board approve the proposal from Urban Crossroads at a cost not to exceed \$13,900 to complete a traffic study and provide solutions on the main entry with funds to be expended from the Reserve.

As of this date the cost has increased to \$14,400. At its July 13, 2023, meeting, the Administration Committee determined the proposed project's funding will come from Capital.

### **Background:**

In 2019, the Security, Bus and Traffic (SBT) Committee, responding to a resident comment, considered making the portion of Del Monte between onsite sales and the security building a one-way street. No action was taken upon it at the time.

### **Fiscal Impact:**

The cost of a traffic study is \$14,400.

### **Recommendation:**

I move to approve the Urban Crossroad's proposal to complete a traffic study at a cost not to exceed \$14,400, Capital Funding, and authorize the President sign the contract.



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES COMMITTEE  
**BOARD ACTION:** RESERVE FUNDING REQUEST: NEWS OFFICE HVAC UNIT

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### **Committee Approval:**

At its July 3, 2023, meeting, the Facilities Committee recommended the GRF Board award a contract to Greenwood Heating and Air to replace the Heating, Ventilation and Cooling (HVAC) unit in the News office at a cost not to exceed \$22,800, Reserve Funding, and authorize the President to sign the contract.

### **Background:**

The News office HVAC unit is beyond its useful life. The Physical Property Department obtained a quote of \$22,800 from Greenwood Heating and Air for replacing this Reserve component.

### **Fiscal Impact:**

Funding from HVAC Reserves. Approximately \$42,000 of the year's HVAC component reserves remains before this expenditure. Routine maintenance to be conducted by GRF staff.

### **Recommendation:**

I move to award a contract to Greenwood Heating and Air to replace the News office's HVAC unit at a cost not to exceed \$22,800, Reserve Funding, and authorize the President to sign the contract.



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES COMMITTEE  
**ACTION:** RESERVES FUNDING REQUEST: 2023 PAVING PROJECT

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### **Committee Approval:**

At its July 3, 2023, meeting, the Facilities Committee recommended the Board sign a contract with MJ Jurado to complete Phase 6 of the community's paving project at a cost not to exceed \$580,000.

### **Background:**

The winning bidder for the 2022 Phase 5 Paving Project was MJ Jurado. MJ Jurado has committed to charge the same costs proposed in 2022 for the current phase 6 project if a contract is executed before September 1, 2023.

The Phase 6 paving project for 2023 requires grind and repaving of Interlachen, Glenview, Fairfield South, Mayfield, Twin Hills, and the Main Gate entry. Crack fill and slurry seal is required at Fresh Meadows, Knollwood, Kenwood and St. Andrews (outside gate).

### **Fiscal Impact:**

There is \$580,000 in the reserve study for this project scheduled for 2023. (See attached)

### **Recommendation:**

I move to award a contract to MJ Jurado, at the same per-unit cost as presented in their 2022 bid and not to exceed \$580,000, Reserves Funding, for Phase 6 of the community's paving project, and authorize the President to sign the contract. Phase 6 entails the grind and repaving of Interlachen, Glenview, Fairfield South, Mayfield, Twin Hills, and the Main Gate; as well as crack fill and slurry seal of Fresh Meadows, Knollwood, Kenwood and St. Andrews (outside gate).



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** BOARD OF DIRECTORS  
**FROM:** MEMBER SERVICES COMMITTEE  
**BOARD ACTION:** RESERVE FUNDING REQUEST: CLUBHOUSE 4 DIGITAL PIANO

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### **Committee Approval:**

At its July 11, 2023, meeting, the Member Services Committee recommended the GRF Board purchase a Roland GP9 5-foot digital piano in polished ebony at a cost not to exceed \$11,000, with funds to be expended from the Reserve Account.

### **Background:**

The Clubhouse 4 acoustic grand piano sustained serious damage. Although professional repairs restored the piano's playability, it did not restore the precision and functionality required for high-level classical pianists. Opportunities for classical piano concerts have arisen at Clubhouse 4 at no cost to the community but the present instrument's shortcomings discourage skilled musicians from scheduling events in our venues.

Access to a grand piano at Clubhouse 4 is considered to be a standard service component. However, using an acoustic grand piano in an institutional setting like Leisure World presents many challenges. Frequent moves, a variety of users of different skill levels performing different styles, and lack of continuous climate control and tuning, create great stress and potential damage to an acoustic piano.

The Roland GP9 is a digital instrument more adapted to the demands of a piano serving a community like Leisure World. It is not as sensitive to temperature and humidity extremes, is lighter and more portable, and stays in tune without visits from a piano technician. While it is electronic, this Roland model has touch-sensitive keys, and capably mimics the response and sound of a traditional grand piano.

After consulting with a professional concert pianist, it is the Recreation Department's belief that this quality digital instrument will encourage the programming of solo performances and fulfill a proven community demand for classical music.

### **Fiscal Impact:**

\$11,000 funding from reserves. Although placed in the Reserve Study, replacing the piano was not expected until at least 2027. We anticipate, but can not yet determine cost savings in converting to a digital piano. Roland provides a ten-year warranty for defects in materials and workmanship. Piano tuning expenses will be eliminated.

**Recommendation:**

I move to approve purchasing a Roland GP9 5-foot digital piano in polished ebony at a cost not to exceed \$11,000, Reserve Funding, and authorize the President to sign the contract.

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# New GRF Rule Numbering Protocol

GRF is adopting a new rule numbering system in coordination with its committee restructuring. The new numbering protocol was developed by the Governing Documents Committee to permit Members and staff to trace the origins of the Foundation's policies.

The first digit of the two-number prefix is the rule's assignment in the new committee structure. For instance, all rules assigned to the Operations Committee will begin with the digit 4.

The second digit of the two-number prefix is the rule's originating committee in the previous committee structure. All Mutual Administration policies in the new protocol will have the second digit 6.

Combine the two to determine the new prefix. A rule developed by the previous Mutual Administration Committee that has been transferred to the oversight of the Operations Committee will have the prefix 46-: 4 being its new assignment to Operations of a rule originally written by Mutual Administration Committee.

| <u>New numbering system</u> |                    | <u>Old numbering system</u> |                     |
|-----------------------------|--------------------|-----------------------------|---------------------|
|                             | <i>First digit</i> |                             | <i>Second digit</i> |
| Administration              | 1                  | ADRC                        | 1                   |
| Facilities                  | 2                  | Comm/IT                     | 2                   |
| Member Services             | 3                  | GRF Administration          | 3                   |
| Operations                  | 4                  | Finance                     | 4                   |
|                             |                    | Physical Property           | 5                   |
|                             |                    | Mutual Administration       | 6                   |
|                             |                    | Recreation                  | 7                   |
|                             |                    | Security, Bus & Traffic     | 8                   |

Rules originated by one of the reconfigured committees will be designated by the new committee number, followed by 0 as the second digit. Today's Consolidated Fee Schedule emerging from the Administration Committee is prefixed as a 10.



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** AMEND 30-1021-1, POSTING OF SIGNS ON TRUST PROPERTY

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### **Committee Approval:**

On July 13, 2023, the Administration Committee recommended the Board of Directors amend 30-1021-1, Posting of Signs on Trust Property.

### **Background:**

On January 1, 2023, California state assembly amendments to Civil Code Section 4515 became effective, significantly broadening individual resident access to Common Interest Property to “freely communicate with one another...with respect to common interest development living or for social, political, or educational purposes.” The changes in the law superceded key provisions of GRF Rule 30-1021-1, Posting of Signs on Trust Property. The proposed changes in Rule 30-1021-1 are intended to bring the Foundation’s regulation of signs on Trust Property into compliance with Civil Code 4515.

Corporate counsel has accepted the proposed amendment language.

### **Fiscal Impact:**

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

### **Recommendation:**

I move to amend 30-1021-1, Posting of Signs on Trust Property updating verbiage throughout and assigning the number 13-1021-1, as presented.

## ADMINISTRATION

### Posting of Signs on Trust Property

13-1021-1

1. Except for exceptions explicitly permitted by Golden Rain Foundation departments or the GRF Board of Directors, posting or placing unaccompanied signs, flags, or banners on Trust property, or vehicles parked on Trust property by individuals, GRF-registered clubs and organizations, and outside organizations or businesses is prohibited at all times.
  - 1.1. ~~This Prohibited displays includes, but are is not restricted~~ limited to the following:
    - 1.1.1. Promoting patio or estate sales;
    - 1.1.2. Promoting events located within or outside the community; ~~Functions of Leisure World organizations~~
    - 1.1.3. Advocating a position in any election or recall campaign, political or Foundation initiative or concerning a social issue; ~~Political posters~~
    - 1.1.4. Promoting the sale, viewing or lease of products, bicycles, vehicles, vehicles used for recreation, services, or residential property. ~~Advertising by outside businesses and organizations. Signs attached to or displayed in vehicles offered for sale while parked on trust property to include, but not be limited to, bicycles, electric cars, motor vehicles, recreation vehicles and trailers.~~
    - 1.1.5. ~~Open house and "For Sale signs~~
2. Permitted displays
  - 2.1. Members may exercise their privileges under California Civil Code 4515 to peacefully assemble, meet and communicate with members, residents, and their invitees or guests concerning common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes. Such meetings can occur during reasonable hours and in a reasonable manner on Trust property that is not otherwise in use.
  - 2.2. Commercial vehicles on Trust property at the request of GRF, the several Mutuals or authorized residents are permitted to display advertising messages on their vehicles.
  - 2.3. Vehicles belonging to individuals may display a message or image on a license plate, decal, sign or sticker no larger than 72 square inches in size.
  - 2.4. Commercial companies, individuals and other GRF-recognized or outside organizations participating in consumer fairs, markets, events or sponsorships at the invitation of a GRF department may include additional signage within the parameters established by the sponsoring department.





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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** AMEND 40-2230-3, AUTHORIZED SIGNATORIES

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### **Committee Approval:**

On July 13, 2023, the Administration Committee recommended the Board of Directors amend 40-2230-3, Authorized Signatories, changing the document's title and designating it with a new number.

### **Background:**

Applications available within Golden Rain Foundation's (GRF) new CINC portal permits secure remote signature verification, which is commonly used in real estate and business transactions. The Golden Rain Foundation (GRF) presently requires GRF Board officers and GRF staff to sign or initial, in person, thousands of checks and other financial transfers and verifications. The time-sensitive nature of many of these verifications often necessitate multiple in-person visits by volunteer Directors to the Administration Building, or delay transfers to vendors.

The CINC system verifies individual signatories through the approved GRF officer's password-protected portal. The proposed authorization limit of \$150,000 was chosen to accommodate one routine monthly transaction, the Foundation's payment for custodial services. All transactions over \$150,000 still require in-person "wet" signatures.

### **Fiscal Impact:**

It is anticipated the new procedure will lessen the staff hours consumed in personally delivering paper checks to one or two authorized GRF Director signatories. While no reduction in total payroll is expected, that staff time can be dedicated to other, presumably more productive tasks.

### **Recommendations**

I move to amend 40-2230-3, Authorized Signatories, authorizing electronic check for financial transfers of up to \$150,000, changing the document's title to Authorized Signatories and Electronic Check Signing and designating it 14-2230-3.



## **FINANCE**

### **Authorized Signatories & Electronic Check Signing**

The Golden Rain Foundation (GRF) maintains Demand Deposit (Checking) accounts with banks from which funds are drawn.

Pursuant to the GRF By-Laws, Article IX, Finance, Section 3, Moneys and Funds, the Board of Directors hereby designates specific individuals as authorized signatories on all disbursements and checks for payment of money in the name of the Golden Rain Foundation: Corporate Officers, which include (unless otherwise stated) the President, Vice President, Corporate Secretary, and Treasurer. The ~~Director of Finance~~Sr. Director of Member Services and Executive Director ~~is are an~~ authorized signatoryies on accounts as specified.

#### **1. Capital Funds**

- ~~1.1. For payments up to \$10,000, one signature is required.~~
- ~~1.2. For payments over \$10,000, two signatures are required.~~

#### **2. Debit Cash Accounts**

- ~~2.1. For payments up to \$10,000, one signature is required.~~
- ~~2.2. For payments over \$10,000, two signatures are required.~~

#### **3. Operational Funds (General Account)**

- ~~3.1. For payments up to \$10,000, one signature is required.~~
- ~~3.2. For payments over \$10,000, two signatures are required.~~

#### **4. Reserve Funds**

- ~~4.1. Restricted Reserve Accounts require two signatures regardless of the amount~~

#### **1. Electronic Signing**

- 1.1. For payments up to \$150,000, two electronic signatures are required
- 1.2. For payments over \$150,000, two wet signatures are required

#### **5.2. Payroll Checks**

~~5.1.2.1.~~ The ~~Director of Finance~~Sr. Director of Member Services/Executive Director is authorized to sign payroll checks in the amount not to exceed \$5,000

~~5.2.2.2.~~ The ~~Director of Finance~~Sr. Director of Member Services and the Executive Director ~~and another authorized~~ signatory must sign payroll checks over \$5,000. If either the ~~Director of Finance~~Sr. Director of Member Services or Executive Director is unavailable, one/two Corporate Officers shall sign payroll checks.

### **Document History**

|           |           |          |           |          |           |
|-----------|-----------|----------|-----------|----------|-----------|
| Adopted:  | 20 Mar 12 | Amended: | 23 Jul 13 | Amended: | 22 Aug 17 |
| Reviewed: | 19 Mar 18 | Amended: | 23 Jul 19 | Amended: | 28 Jan 20 |

Reviewed: 19 Oct 20

**Keywords:** Finance Authorized Signatories

(Oct 20)

**GOLDEN RAIN FOUNDATION Seal Beach, California**



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** OPERATIONS COMMITTEE  
**BOARD ACTION:** AMEND 80-5585-1, ENTRY PASSES -RULES

---

### **Committee Approval:**

On July 6, 2023, the Operations Committee recommended the Board of Directors amend 80-5580-1, Entry Passes – Rules.

### **Background:**

The upcoming implementation of the Radio Frequency Identification (RFID) entry system at the community's vehicle gates makes it necessary to change the rule governing access to Members, employees, contracted personnel and service workers.

The new RFID system should allow the community to more closely monitor individuals who enter the community by eliminating the annual paper parking passes issued to Members. The paper passes sometimes found their way to unauthorized individuals, or were counterfeited.

### **Fiscal Impact:**

It is expected GRF will eliminate costs for the printing and security add-ons associated with the present annual paper parking passes. The Foundation may also gain a few thousand of dollars from the sale of additional RFID tags.

### **Recommendation:**

I move to amend 80-5580-1, Entry Passes – Rules updating language throughout and assigning the number 48-5580-1, as presented.



## SECURITY OPERATIONS

### Entry Passes – Rules

#### 1. PURPOSE

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

#### 2. DISPLAY

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

##### 2.1. An AUTHORIZED RESIDENT is a:

- 2.1.1. RESIDENT MEMBER/OWNER (RMO) who is currently not leasing their Leisure World Seal Beach (LWSB) UNIT.
- 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.
- 2.1.3. Co-occupant who has been authorized to reside in a LWSB residence; or
- 2.1.4. QUALIFIED PERMANENT RESIDENT (QPR).

##### 2.2. For an AUTHORIZED RESIDENT's MOTOR VEHICLE, the authorization will be in the form of an authorized GRF windshield decal and RFID (Radio Frequency Identification) tag assigned to the vehicle.

##### 2.3. A VISITOR, SERVICE PROVIDER or CONTRACT WORKER must display the entry pass authorization on the vehicle's dashboard—so to be visible through the windshield, or RFID tag if so provided.

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

##### 2.5. If the VEHICLE or equipment does not have a dashboard, the entry pass authorization should be securely taped to the driver's side windshield of the vehicle.

##### 2.6. ANY AUTHORIZED RESIDENT who enters LEISURE WORLD SEAL BEACH as a PEDESTRIAN, or operating a BICYCLE or MOBILITY SCOOTER, must present a duly authorized GRF identification card or a valid entry pass.

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

**SECURITY OPERATIONS****Entry Passes – Rules**

- 2.8. After entry, all visitor passes must be display on the driver side dashboard. The entire pass must be visible while parked.

**3. TRANSFER RIGHTS**

- 3.1. RESIDENT MEMBER/OWNERS (RMO) and Mutual Seventeen MEMBER/OWNERS eligible for entry passes under the provisions of 8038-5580-3 may assign ~~their four (4) annual GRF-issued up to 4 permanent guests entry passes assigned to their unit to individuals they choose. R/Ls do not receive annual entry passes access into the community. Each permanent guest will be required to show their ID and obtain a new paper-printed pass every 90 days.~~

- 3.2. No VISITOR or CONTRACT WORKER may assign any other form of entry pass or parking authorization to a VEHICLE or a person other than to the VEHICLE or person initially authorized to receive it.

**4. LIMITATIONS**

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

**Document History**

Adopted: 05 Apr 21

**Keywords:** Entry Pass Caregiver Service Providers Contractor Display

**RFID** tag



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** **TENTATIVE VOTE:** ADOPT SECTION 2.4., RFID TRANSMITTERS, WITHIN 10-2000-2, CONSOLIDATED FEE SCHEDULE

---

### **Committee Approval:**

On July 6, 2023, the Operations Committee recommended the Board of Directors amend 38-5580-2, Entry Passes, adding rules governing the distribution of gate-access Radio Frequency Identification tags to Members. On July 13, 2023, the Administration Committee recommended the Board of Directors adopt an accompanying fee schedule for the RFID tags, Section 2.4. of 10-2002-2, Consolidated Fee Schedule.

### **Background:**

The fee structures pertaining to Members had formerly been distributed among several different committees. With the reorganization of the GRF committee structure, the establishment and amending of all fees has been assigned to the Administration Committee.

For the Members' convenience, the Administration Committee has recommended a listing of all fees be consolidated into a single document, which has been issued the number, 10-2000-2. The document presented here assembles many fees previously authorized by the board, but asks the board's preliminary adoption of fees associated with issuing multiple RFID tags to Members and service personnel. The proposed fee schedule for the RFID tags is contained in Section 2.4. of the packet's 10-2000-2.

Responding to Members' concerns about parking availability, both the Operations and the Administration committees recommended a progressively higher fee structure for individuals wishing to equip additional vehicles with automated community access.

### **Fiscal Impact:**

Each RFID tag costs \$10.95. The Operations Committee proposes issuing free RFID tags to approximately 11,000 Members, contractors, employees, lessee employees, caregivers and real estate company personnel. These RFID tags costs approximately \$120,000, which was appropriated at the January 24, 2023, Board meeting.

Because other GRF-issued documents authorize gate access, not all Members are anticipated to purchase RFID tags for all their vehicles. The sale of additional RFID tags is expected to generate less than \$10,000 in annual revenue,

**Recommendation:**

I move to adopt section 2.4 of Rule 10-2000-2, Consolidated Fee Schedule, approving fees for multiple RFID tags, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on August 22, 2023.

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**ADMINISTRATION COMMITTEE****Consolidated Fees**

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

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

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

- 1.1.1. Day One: \$50 non-refundable.....\$50 (includes registration fee)
- 1.1.2. Subsequent days.....\$30 per day
- 1.1.3. Weekly rate: \$200 per week.....\$200 per week

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

- 1.2.1. Day One (includes registration fee).....\$25
- 1.2.2. Subsequent days (up to 21 days).....\$3 per day

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

- 1.3.1. 10-foot to 20-foot space..... \$276.35
- 1.3.2. 20-foot+ to 30-foot space: .....\$312.35
- 1.3.3. 30-foot+ to 40-foot space.....\$420.35

2. GRF IDENTIFICATION

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

2.1.1. Initial Issue (See 14-3182.1)

- 2.1.1.1. Member/Owner.....No charge
- 2.1.1.2. Renter/Lessee.....\$500 Refundable Deposit

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

- 2.2.1. First occurrence.....\$25
- 2.2.2. Subsequent occurrences.....\$50
- 2.2.3. Not surrendered on vacating.....\$500

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

2.2.1. Initial Issue

- 2.2.1.1. Member's First Vehicle.....No charge
- 2.2.1.2. Renter/Lessee.....\$100 refundable
- 2.2.1.3. Golf cart (with disability waiver) .....No charge

2.2.2. Subsequent Vehicles

- 2.2.2.1. Member's Second Vehicle.....\$25
- 2.2.2.2. Member's Third Vehicle.....\$75
- 2.2.2.3. Member's Subsequent Vehicles.....\$250

(xx)

**GOLDEN RAIN FOUNDATION Seal Beach, California**

**ADMINISTRATION COMMITTEE****Consolidated Fees**

- 2.2.2.4. Renter/Lessee.....\$100 refundable per vehicle
- 2.2.3. Not surrendered on vacating
  - 2.2.3.1. Member .....\$100 per vehicle
  - 2.2.3.2. Renter/Lessee.....Forfeit decal deposit
- 2.3. ANNUAL GATE ENTRY PASSES (See 48-5180-1, 48-5180-3)
  - 2.3.1. Initial Issue
    - 2.3.1.1. Member .....No charge
    - 2.3.1.2. Renter/Lessee.....No passes issued
  - 2.3.2. Not surrendered on vacating (see 14-3182-1)
    - 2.3.2.1. Member .....\$100 per pass
- 2.4. RADIO FREQUENCY IDENTIFICATION (RFID) TRANSMITTER (see 48-5580-2)
  - 2.4.1. Member
    - 2.4.1.1. Initial issue for vehicle or golf cart .....No charge
    - 2.4.1.2. Golf cart (with disability waiver).....No charge
    - 2.4.1.3. Second motor vehicle transmitter.....\$25
    - 2.4.1.4. Third transmitter.....\$75
    - 2.4.1.5. Fourth transmitter.....\$200
    - 2.4.1.6. Fifth & subsequent transmitters.....\$500
  - 2.4.2. Vendors and Employees
    - 2.4.2.1. Vendor.....No charge for 1 or 2
    - 2.4.2.2. Commercial Lessee.....No charge for 1
    - 2.4.2.3. Contracted worker.....No charge for 1
    - 2.4.2.4. Real estate worker.....No charge for 1
  - 2.4.3. More than 10 RFIDs.....\$10 each
  - 2.4.4. Lost RFID on individual vehicle
    - 2.4.4.1. 1<sup>st</sup> Occurrence.....\$25
    - 2.4.4.2. 2<sup>nd</sup> Occurrence.....\$50
    - 2.4.4.3. Subsequent replacements.....\$75
- 2.5. CAREGIVER IDENTIFICATION (see 48-5180-1 and 14-3182-1)
  - 2.5.1. Initial Issue
    - 2.5.1.1. Member.....No charge
    - 2.5.1.2. Renter/Lessee.....\$100 refundable per pass
  - 2.5.2. Lost Identification.....\$20 per occurrence
  - 2.5.3. Not surrendered on vacating
    - 2.5.3.1. Member.....\$100 per caregiver pass
    - 2.5.3.2. Renter/Lessee.....Forfeit caregiver deposit

(xx)

**GOLDEN RAIN FOUNDATION Seal Beach, California**

**ADMINISTRATION COMMITTEE****Consolidated Fees**

- 2.6. REAL ESTATE PERSONNEL (see 48-5180-1)
  - 2.6.1. Initial Issue.....No charge
  - 2.6.2. Lost Identification
    - 2.6.2.1. Initial occurrence.....\$50
    - 2.6.2.2. Subsequent occurrences.....\$75
- 3. PET REGISTRATION (See 15-1023-1 and 14-3182-1)
  - 3.1. Members.....No charge
  - 3.2. Renter/Lessees.....\$100 non-refundable

**Document History**

Keywords: Members  
Fees



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** ADOPT SECTION 1.1., TEMPORARY VISITOR RV PARKING,  
WITHIN 10-2000-2, CONSOLIDATED FEE SCHEDULE

---

### **Committee Approval:**

At its January 24, 2023, meeting, the Board of Directors adopted changes to 80-1937-1, Parking. One change authorized temporary parking for Recreational Vehicles for visitors, and referenced a fee schedule establishing the charges for that parking access. No fee schedule was developed in the intervening months. On July 13, 2023, the Administration Committee recommended the Board of Directors adopt an accompanying fee schedule for temporary parking, which is listed within sections 1.1. of 10-2000-2, Consolidated Fee Schedule.

### **Background:**

The fee structures pertaining to Members had formerly been distributed among several different committees. With the reorganization of the GRF committee structure, the establishment and amending of all fees has been assigned to the Administration Committee.

For the Members' convenience, the Administration Committee has recommended a listing of all fees be consolidated into a single document, which has been issued the number, 10-2000-2. The document presented here assembles many fees previously authorized by the board, but asks the board's preliminary adoption of fees associated with temporary RV parking for non-GRF members visiting Members. Sections 1.1. of 10-2000-2 list those proposed fees, which were determined after studying the costs of temporary RV parking in state, federal and private sites. A chart illustrating those costs are included among the supporting materials.

### **Fiscal Impact:**

There has been a demonstrated interest by individuals visiting Members to capitalize on the opportunity to temporarily park their RVs in Leisure World while in the area. It is anticipated that annual revenue of \$15,000 annual from this source is realistic.

### **Recommendation:**

I move to adopt section 1.1. of Rule 10-2000-2, Consolidated Fee Schedule, approving fees for temporary Recreational Vehicle parking for visitors.

**ADMINISTRATION COMMITTEE****Consolidated Fees**

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

**1. RECREATIONAL VEHICLES (RV) AND VEHICLES USED FOR RECREATION (VUFR)****1.1. NON-MEMBER RV TEMPORARY PARKING FEE (See Rule 48-1937-1, §5.4.):**

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

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

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

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

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

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

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

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

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

1.3.3. 30-foot+ to 40-foot space.....\$420.35

**2. GRF IDENTIFICATION****2.1. IDENTIFICATION CARD (See 14-1201-1 and 14-3182-1)****2.1.1. Initial Issue (See 14-3182.1)**

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

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

**2.1.2. Lost Identification Card (See 14-1201-1)**

2.2.1. First occurrence.....\$25

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

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

**2.2. VEHICLE DECALS (See 14-1382-1)****2.2.1. Initial Issue**

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

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

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

**2.2.2. Subsequent Vehicles**

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

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

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

(xx)

**GOLDEN RAIN FOUNDATION Seal Beach, California**

**ADMINISTRATION COMMITTEE****Consolidated Fees**

- 2.2.2.4. Renter/Lessee.....\$100 refundable per vehicle
- 2.2.3. Not surrendered on vacating
  - 2.2.3.1. Member .....\$100 per vehicle
  - 2.2.3.2. Renter/Lessee.....Forfeit decal deposit
- 2.3. ANNUAL GATE ENTRY PASSES (See 48-5180-1, 48-5180-3)
  - 2.3.1. Initial Issue
    - 2.3.1.1. Member .....No charge
    - 2.3.1.2. Renter/Lessee.....No passes issued
  - 2.3.2. Not surrendered on vacating (see 14-3182-1)
    - 2.3.2.1. Member .....\$100 per pass
- 2.4. RADIO FREQUENCY IDENTIFICATION (RFID) TRANSMITTER (see 48-5580-2)
  - 2.4.1. Member
    - 2.4.1.1. Initial issue for vehicle or golf cart .....No charge
    - 2.4.1.2. Golf cart (with disability waiver).....No charge
    - 2.4.1.3. Second motor vehicle transmitter.....\$25
    - 2.4.1.4. Third transmitter.....\$75
    - 2.4.1.5. Fourth transmitter.....\$200
    - 2.4.1.6. Fifth & subsequent transmitters.....\$500
  - 2.4.2. Vendors and Employees
    - 2.4.2.1. Vendor.....No charge for 1 or 2
    - 2.4.2.2. Commercial Lessee.....No charge for 1
    - 2.4.2.3. Contracted worker.....No charge for 1
    - 2.4.2.4. Real estate worker.....No charge for 1
  - 2.4.3. More than 10 RFIDs.....\$10 each
  - 2.4.4. Lost RFID on individual vehicle
    - 2.4.4.1. 1<sup>st</sup> Occurrence.....\$25
    - 2.4.4.2. 2<sup>nd</sup> Occurrence.....\$50
    - 2.4.4.3. Subsequent replacements.....\$75
- 2.5. CAREGIVER IDENTIFICATION (see 48-5180-1 and 14-3182-1)
  - 2.5.1. Initial Issue
    - 2.5.1.1. Member.....No charge
    - 2.5.1.2. Renter/Lessee.....\$100 refundable per pass
  - 2.5.2. Lost Identification.....\$20 per occurrence
  - 2.5.3. Not surrendered on vacating
    - 2.5.3.1. Member.....\$100 per caregiver pass
    - 2.5.3.2. Renter/Lessee.....Forfeit caregiver deposit

(xx)

**GOLDEN RAIN FOUNDATION Seal Beach, California**

**ADMINISTRATION COMMITTEE****Consolidated Fees**

- 2.6. REAL ESTATE PERSONNEL (see 48-5180-1)
  - 2.6.1. Initial Issue.....No charge
  - 2.6.2. Lost Identification
    - 2.6.2.1. Initial occurrence.....\$50
    - 2.6.2.2. Subsequent occurrences.....\$75
- 3. PET REGISTRATION (See 15-1023-1 and 14-3182-1)
  - 3.1. Members.....No charge
  - 3.2. Renter/Lessees.....\$100 non-refundable

**Document History**

Keywords: Members  
Fees



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** **TENTATIVE VOTE:** ADOPT SECTION 1.2., TEMPORARY MEMBER RV PARKING, WITHIN 10-2000-2, CONSOLIDATED FEE SCHEDULE

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### **Committee Approval:**

At its January 24, 2023, meeting, the Board of Directors adopted changes to 80-1937-1, Parking. One change authorized temporary parking for Recreational Vehicles for Members, and referenced a fee schedule establishing the charges for that parking access. No fee schedule was developed in the intervening months. On July 13, 2023, the Administration Committee recommended the Board of Directors adopt an accompanying fee schedule for temporary RV parking for Members, which is listed within section 1.2. of 10-2000-2, Consolidated Fee Schedule.

### **Background:**

The fee structures pertaining to Members had formerly been distributed among several different committees. With the reorganization of the GRF committee structure, the establishment and amending of all fees has been assigned to the Administration Committee.

For the Members' convenience, the Administration Committee has recommended a listing of all fees be consolidated into a single document, which has been issued the number, 10-2000-2. The document presented here assembles many fees previously authorized by the board, but asks the board's preliminary adoption of fees associated with temporary RV parking for GRF Members. Sections 1.2. of 10-2000-2 list those proposed fees, which were determined after studying the costs of temporary RV parking in state, federal and private sites. A chart illustrating those costs are included among the supporting materials.

### **Fiscal Impact:**

GRF Members who rent RVs for an upcoming trip or who are temporarily transitioning to a new RV sometimes need temporary parking facilities. The proposed fees, which incorporate initial staff time for paperwork and registration checks immediately assignable to the transaction, will likely result in more than several thousand dollars of revenue. However, maintaining oversight of additional RVs in the community is necessary to uphold other RV owners who pay to keep their RVs in the storage lot.



**Recommendation:**

I move to tentatively adopt section 1.2. of Rule 10-2000-2, Consolidated Fee Schedule, approving fees for temporary Recreational Vehicle parking for Members. This approval is subject to a 28-day Member comment period and will be presented for a ratification vote at the Board's August 22, 2023, meeting.

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**ADMINISTRATION COMMITTEE****Consolidated Fees**

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

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

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

- 1.1.1. Day One: \$50 non-refundable.....\$50 (includes registration fee)
- 1.1.2. Subsequent days.....\$30 per day
- 1.1.3. Weekly rate: \$200 per week.....\$200 per week

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

- 1.2.1. Day One (includes registration fee).....\$25
- 1.2.2. Subsequent days (up to 21 days).....\$3 per day

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

- 1.3.1. 10-foot to 20-foot space..... \$276.35
- 1.3.2. 20-foot+ to 30-foot space: .....\$312.35
- 1.3.3. 30-foot+ to 40-foot space.....\$420.35

**2. GRF IDENTIFICATION**

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

**2.1.1. Initial Issue (See 14-3182.1)**

- 2.1.1.1. Member/Owner.....No charge
- 2.1.1.2. Renter/Lessee.....\$500 Refundable Deposit

**2.1.2. Lost Identification Card (See 14-1201-1)**

- 2.2.1. First occurrence.....\$25
- 2.2.2. Subsequent occurrences.....\$50
- 2.2.3. Not surrendered on vacating.....\$500

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

**2.2.1. Initial Issue**

- 2.2.1.1. Member's First Vehicle.....No charge
- 2.2.1.2. Renter/Lessee.....\$100 refundable
- 2.2.1.3. Golf cart (with disability waiver) .....No charge

**2.2.2. Subsequent Vehicles**

- 2.2.2.1. Member's Second Vehicle.....\$25
- 2.2.2.2. Member's Third Vehicle.....\$75
- 2.2.2.3. Member's Subsequent Vehicles.....\$250

(xx)

**GOLDEN RAIN FOUNDATION Seal Beach, California**

**ADMINISTRATION COMMITTEE****Consolidated Fees**

- 2.2.2.4. Renter/Lessee.....\$100 refundable per vehicle
- 2.2.3. Not surrendered on vacating
  - 2.2.3.1. Member .....\$100 per vehicle
  - 2.2.3.2. Renter/Lessee.....Forfeit decal deposit
- 2.3. ANNUAL GATE ENTRY PASSES (See 48-5180-1, 48-5180-3)
  - 2.3.1. Initial Issue
    - 2.3.1.1. Member .....No charge
    - 2.3.1.2. Renter/Lessee.....No passes issued
  - 2.3.2. Not surrendered on vacating (see 14-3182-1)
    - 2.3.2.1. Member .....\$100 per pass
- 2.4. RADIO FREQUENCY IDENTIFICATION (RFID) TRANSMITTER (see 48-5580-2)
  - 2.4.1. Member
    - 2.4.1.1. Initial issue for vehicle or golf cart .....No charge
    - 2.4.1.2. Golf cart (with disability waiver).....No charge
    - 2.4.1.3. Second motor vehicle transmitter.....\$25
    - 2.4.1.4. Third transmitter.....\$75
    - 2.4.1.5. Fourth transmitter.....\$200
    - 2.4.1.6. Fifth & subsequent transmitters.....\$500
  - 2.4.2. Vendors and Employees
    - 2.4.2.1. Vendor.....No charge for 1 or 2
    - 2.4.2.2. Commercial Lessee.....No charge for 1
    - 2.4.2.3. Contracted worker.....No charge for 1
    - 2.4.2.4. Real estate worker.....No charge for 1
  - 2.4.3. More than 10 RFIDs.....\$10 each
  - 2.4.4. Lost RFID on individual vehicle
    - 2.4.4.1. 1<sup>st</sup> Occurrence.....\$25
    - 2.4.4.2. 2<sup>nd</sup> Occurrence.....\$50
    - 2.4.4.3. Subsequent replacements.....\$75
- 2.5. CAREGIVER IDENTIFICATION (see 48-5180-1 and 14-3182-1)
  - 2.5.1. Initial Issue
    - 2.5.1.1. Member.....No charge
    - 2.5.1.2. Renter/Lessee.....\$100 refundable per pass
  - 2.5.2. Lost Identification.....\$20 per occurrence
  - 2.5.3. Not surrendered on vacating
    - 2.5.3.1. Member.....\$100 per caregiver pass
    - 2.5.3.2. Renter/Lessee.....Forfeit caregiver deposit

(xx)

**GOLDEN RAIN FOUNDATION Seal Beach, California**

**ADMINISTRATION COMMITTEE****Consolidated Fees**

- 2.6. REAL ESTATE PERSONNEL (see 48-5180-1)
  - 2.6.1. Initial Issue.....No charge
  - 2.6.2. Lost Identification
    - 2.6.2.1. Initial occurrence.....\$50
    - 2.6.2.2. Subsequent occurrences.....\$75
- 3. PET REGISTRATION (See 15-1023-1 and 14-3182-1)
  - 3.1. Members.....No charge
  - 3.2. Renter/Lessees.....\$100 non-refundable

**Document History**

Keywords: Members  
Fees



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## BOARD ACTION REQUEST

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**DATE:** JULY 25, 2023  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** APPROVE OPTUM LEASE RENEWAL

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### **Committee Action**

At its July 13, 2023, meeting, the Administration Committee recommended the Board of Directors approve renewing Optum's lease (formerly Optumcare) for the community's medical clinic facility for a five-year term beginning October 1, 2023.

### **Background:**

The Optum lease for the community's medical clinic facility expires September 30, 2023. The existing agreement requires Optum to pay GRF \$60,000-per-month to lease the building. Language in the present contract established a pre-agreed renewal amount of \$65,000 per month during a new five-year term. When the contract renewal takes effect on October 1, 2023, Optum will pay GRF \$780,000 per year during the contract's duration..

### **Fiscal Impact:**

\$5,000 per month of additional revenue beginning October 1, 2023.

### **Recommendation:**

To extend Optum's lease for the Leisure World health care facility at a rate of \$65,000 per month for 60 months, with the lease's five-year term commencing October 1, 2023.

**HEALTH CENTER LEASE AGREEMENT**

This Health Center Lease Agreement ("Agreement") is made on \_\_\_\_\_ 2023, 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. Term: The term of this Agreement shall be five (5) years, commencing October 1, 2023 and shall expire September 30, 2028, unless sooner terminated pursuant to the terms of this Agreement.
- b. Renewal Term: Following the expiration of the Term referenced in Subsection 1(a) above, and unless GRF terminates this Agreement under Section 1(c) below, OPTUMCARE shall have the option to renew the lease for an additional five (5) year term at a pre-agreed to rate of seventy thousand (\$70,000) 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 affected by the written agreement of both parties.
- c. Termination: This Agreement may be terminated by either party by providing written notice of intent to terminate to the other party, at least 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 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 Term referenced in subsection 1(a) above, OPTUMCARE shall pay to GRF a monthly rental payment in the amount of \$60,000, by the first of each month and is subject to late fees of ten percent (10%) of the balance due as additional rent if not paid within ten (10) days after the due date, during the term of this Agreement.
- b. Renewal Term Rent: In the event this Agreement is extended for a Renewal Term, OPTUMCARE shall pay to GRF a minimum rental of \$65,000, 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 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. OPTUMCARE shall be responsible for complying with all governing documents of GRF throughout the entire lease term, all of which has been provided to OPTUMCARE, or OPTUMCARE has had the opportunity to obtain and review same.
- d. Compliance with Rules Adopted by GRF: OPTUMCARE's use of the Premises shall be conditioned upon any rules adopted by GRF and communicated to OPTUMCARE.

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

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

- c. Waiver of Claims/Subrogation. GRF and 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 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.

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- 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. GRF and its authorized representatives shall have the right to correct any deficiencies in maintenance, repairs, etc., that OPTUMCARE may neglect or refuse to make in accordance with the Agreement and charge the costs for same to OPTUMCARE.

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 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 ("HIPPA") and in order for OPTUMCARE to comply with HIPPA, 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 Agreement, 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 OPTUMCARE's policies and procedures with respect to confidentiality of health information in connection with GRF's entry into the Premises.

No. \_\_\_\_\_

GOLDEN RAIN FOUNDATION

President *(signature)*

Print  
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Date  
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COLLABORATIVE CARE  
SERVICES, INC. (“OPTUMCARE”)

President *(signature)*

Print  
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Date  
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