

## **BOARD OF DIRECTORS**

Meeting Agenda  
Tuesday, April 23, 2024 - 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 before 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**
- 5. Consent Calendar**
  - a. Accept GRF Board of Directors Minutes, March 26, 2024
  - b. Accept the Interim Financial Statements for February 2024 for Audit
  - c. Accept the Reserve Funds Investment Purchase
  - d. Approve Transfers of Funds for GRF per Civil Code 5502
  - e. Approve Cost for the Reserve Study
  - f. Ratify Tentative Vote: Amend10-2000-2, Consolidated Fee Schedule
  - g. Ratify Tentative Vote: Amend 37-1447-1, Community Gardens-Rules
  - h. Amend 70-1487-1B Recreational Vehicle Lot (RVL) – Rules and Regulations
  - i. Rescind 37-1487.02-1 Recreational Vehicle Lot (RVL) – Vehicle Maintenance
  - j. Rescind 37-1449-1 California COVID Action Levels
- 6. New Business**
  - a. **Capital Funding**
    - i. Additional Speed Cushions in Four Locations
  - b. **Reserve Funding**
    - i. Evaluate and Design the Security Camera System
  - c. **Governing Documents**
    - i. Amend 14-5506-3, Request for Proposal
    - ii. Amend 13-5092-1, Code of Ethics
    - iii. Amend 13-5092-3, GRF Directors Censure Process
    - iv. Amend 14-5540-1, Contingency Operating Fund
    - v. Final Vote: Amend 48-1937-1, Parking Rules
    - vi. Tentative Vote: Amend 13-5093-1, Authorized Rules of Conduct -Rules
  - d. **General**
    - i. Accept Mutual One GRF Resignation and Appoint New Member
- 7. Next Meeting Date**
  - Tuesday, May 28, 2024, at 10:00 a.m. – Clubhouse Four
- 8. Adjournment**



## BOARD OF DIRECTORS MEETING MINUTES GOLDEN RAIN FOUNDATION

### **CALL TO ORDER**

President Marsha Gerber called the regular monthly meeting of the Golden Rain Foundation (GRF) Board of Directors to order at 10:02 a.m. on Tuesday, March 26, 2024, in Clubhouse Four and via live stream.

### **PLEDGE OF ALLEGIANCE**

The Executive Director Jessica Sedgwick led the pledge.

### **EXECUTIVE SESSION DISCLOSURE**

An Executive Session Meeting was held on February 22, 2024, and Special Executive Session on March 4, 2024, during which 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, Nugent, Habel, Gerber, W. Thompson, Hopewell, Vienna, C. Thompson, Henry, Levine, Damoci, Melody, Hamblin, Isom, and Massetti were present.

Directors Weber, Jacquelin, and Jablonski were not present.

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

Executive Director Jessica Sedgwick, Executive Director of Mutual Administration Dave Potter, Senior Director of Facilities Mark Weaver, Recreation Director Jesse Cripps, and Executive Coordinator Tia Makakaufaki were also present.



## **OPTUM HEALTH CARE CENTERS ADVISORY BOARD UPDATE**

Practice Manager Jayna Kling provided an update on the Pharmacy.

## **SHAREHOLDER/MEMBER COMMENTS**

Per Civil Code 4925, members may comment before 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:

- There is a 3-minute limit per speaker when there are fewer than 10 speakers.

Five members' comments were made at the meeting.

## **CONSENT AGENDA**

The GRF Board of Directors Minutes of the GRF Board of Directors Minutes were approved as amended:

- a. Accept GRF Board of Directors Minutes, February 27, 2024
- b. Accept the Interim Financial Statements for January 2024 for Audit
- c. Accept the Reserve Funds Investment Purchase
- d. Approve Transfers of Funds for GRF per Civil Code 5502
- e. Amend 37-1429.01-1, Golf Course Regulations

Director Hamblin requested removing Rescind 37-1429.02-1, Golf Course Rules, and Rescind 37-1487-1, Recreational Vehicle Lot (RVL)—Rules and Regulations. These items will be discussed under the Governing Documents as a regular motion.



## NEW BUSINESS

### **CAPITAL FUNDING**

#### Additional Front Gate RFID Purchase

Motion: To approve an additional RFID reader, a mobile workstation, printer, and scanner for the Main Gate Entrance to improve traffic flow at a cost not to exceed \$19,905 Capital Funding and have the President sign the contract.

First: Nick Massetti

Second: Camille Thompson

Eleven Directors, the Executive Director, and the Senior Director of Facilities spoke on this motion.

The motion passed with four no votes (Directors Nugent, Vienna, Melody, and Hamblin).

### **OPERATIONAL FUNDING**

#### Phone System Change of SIP Provider

Motion: To approve a one-time cost of \$359.25 and a monthly baseline cost of \$948.80 a month Operating Funding to Edge Communications and authorize the President to sign the contract.

First: Donna Gambol

Second: Janet Isom

Two Directors spoke on this motion.

The motion passed.



## **RESERVE FUNDING**

### **Replacement of Service Maintenance Utility Vehicles**

Motion: To approve the purchase of ten (10) Bigfoot utility vehicles with utility boxes and ladder racks from Pape Material Handling at a total cost not exceeding \$345,500 Reserve funding and authorize the President to sign the contract.

First: Carol Levine  
Second: Lee Melody

Ten Directors, the Executive Director, the Executive Manager, and the Senior Director of Facilities spoke on this motion.

The motion passed with one abstention (Director Hamblin).

### **Network Switch Replacement**

Motion: To approve the replacement of the network switches by Hummingbird Networks for \$8,112.50 Reserve Funding and authorize the President to sign the contract.

First: William Thompson  
Second: Nick Massetti

One Director spoke on this motion.

The motion passed.



## **GOVERNING DOCUMENTS**

### **Amend 70-1406-1, Limitations on Use of Trust Property-Rules**

Motion: To amend 70-1406-1, Limitations on Use of Trust Property – Rules, extending the ages of guests permitted to use the game room, and redesignating the rule as 37-1406-1, Limitations on Use of Trust Property.

First: Teri Nugent  
Second: Lee Melody

Three Directors spoke on this motion.

The motion passed.

### **Amend 13-5092-1, Code of Ethics**

Motion: To amend 13-5092-1, Code of Ethics, changing language throughout.

First: Camille Thompson  
Second: Lee Melody

Five Directors spoke on this motion.

The motion failed with nine no votes (Directors Gerber, Hopewell, Vienna, Henry, Levine, Damoci, Melody, Hamblin, and Isom).

This policy will be taken back to the Administration Committee for further review.

### **Tentative Vote: Amend 48-1937-1, Parking Rules**

Motion: To amend 48-1937-1, Parking Rules as presented, pending a 28-day notification to the members and a final decision by the GRF Board of Directors on April 23, 2024.

First: Maureen Habel  
Second: Lee Melody

Eight Directors, the Executive Director, the Recreation Director, and the Senior Director of



Facilities spoke on this motion.

The motion passed with one no vote (Director Vienna) and one abstention (Director Hamblin).

Tentative Vote: Amend 10-2000-2, Consolidated Fee Schedule

Motion: To amend 10-2000-2, adding fees for leasing garden plots, pending a 28-day notification to the members and a final decision by the GRF Board of Directors on April 23, 2024.

First: Diane Henry  
Second: Teri Nugent

Seven Directors, the Executive Director, and the Recreation Director spoke on this motion.

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

Tentative Vote: Amend 37-1447-1, Community Gardens-Rules

Motion: To amend 37-1447-1 Community Gardens-Rules, renumbering it as 37-1447-1, pending a 28-day notification to the members and a final decision by the GRF Board of Directors on April 23, 2024.

First: Susan Hopewell  
Second: Carol Levine

Eight Directors, and the Recreation Director spoke on this motion.

The motion was amended by adding addendum A to the policy. The motion passed with two no votes (Director Melody and Hamblin).

Tentative Vote: Amend 13-5093-1, Authorized Resident Rules of Conduct-Rules

Motion: To amend 13-5093-1, Authorized Resident Rules of Conduct, Rules, changing its title to Code of Conduct, Rules, pending a 28-day notification to the members and a final decision by the GRF Board of Directors on April 23, 2024.

First: Lee Melody  
Second: Marsha Gerber

After discussion, the Board concurred to return this policy for review at the April Board executive



meeting.

Rescind 37-1429.02-1, Golf Course Rules

Motion: To rescind 37-1429.02-1, Golf Course Rules.

First: Susan Hopewell  
Second: Carole Damoci

Five Directors spoke on this motion.

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

Rescind 37-1487-1, Recreational Vehicle Lot (RVL) – Rules and Regulations

Motion: To rescind 37-1487-1, Recreational Vehicle Lot (RVL) – Rules and Regulations.

First: Janet Isom  
Second: Teri Nugent

The motion passed with one no vote (Hamblin) and one abstention (Vienna).

**ADJOURNMENT**

The meeting was adjourned at 1:07 p.m.

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Carol Levine, Corporate Secretary  
Golden Rain Foundation  
TM:03-26-24





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## BOARD ACTION REQUEST

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TO: GRF BOARD MEMEBERS  
FROM: ADMINISTRATION COMMITTEE  
SUBJECT: ACCEPTANCE OF THE FEBRUARY 2024 FINANCIAL STATEMENTS  
DATE: APRIL 23, 2024  
CC: FILE

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The Administration Committee's review of the financial statements, in accordance with Policy 40-5115-3 and all applicable sections of the civil code 5500,

**Motion:**

I move to accept for audit the interim financials for the month ending February 29, 2024, showing a monthly loss of \$28,829.11 and a year-to-date income of \$325,712.14. The reserves are funded through February 29, 2024. As of February 29, 2024, the operating fund has a balance of \$1,236,579.86, which represents .62 months of budgeted operating expenses. The capital fund has a balance of \$1,575,294.21, and the reserve fund has a balance of \$11,950,172.68.



**FINANCIAL DASHBOARD (PAGE 1 OF 2) – FEBRUARY 29, 2024**

**Comparative Fund Balances - Cash**

FUND	CURRENT MONTH	PREVIOUS MONTH	PERCENTAGE CHANGE
Operating	\$1,236,579.86	\$597,667.00	106.90%
Capital	\$1,575,294.21	\$1,786,051.82	-11.80%
Reserve	\$11,950,172.68	\$11,813,083.47	1.16%
TOTAL	\$14,762,046.75	\$14,196,802.29	3.98%

**Income and Expense**

	MONTH TO DATE	BUDGET (MONTH)	VARIANCE	YEAR TO DATE	BUDGET (YEAR)	VARIANCE
<b>Income</b>	\$2,111,015.68	\$2,002,630.84	\$108,384.84	\$4,238,478.81	\$4,005,261.68	\$233,217.13
<b>Expense</b>	\$2,139,844.79	\$2,002,630.84	(\$137,213.95)	\$3,912,766.67	\$4,005,261.68	\$92,495.01
<b>Variance - Dollars</b>			(\$28,829.11)			\$325,712.14
<b>Variance - Percentage</b>			-1.44%			8.13%



**FINANCIAL DASHBOARD (PAGE 2 OF 2) – FEBRUARY 29, 2024**

**Variations of Note - Income**

GL	DESCRIPTION	VARIANCE (CURRENT MONTH)	PERCENTAGE	VARIANCE (YEAR TO DATE)	PERCENTAGE	NOTES
5380701-000	Parking Spot Rental Income	(\$7,768.32)	-82.50%	\$99,345.13	527.50%	Most income in this category is an annual fee from vendors paid in January. Income for January exceeds total budget for the year.
5395000-000	Rental Income	\$7,886.15	6.32%	(\$47,920.51)	-19.19%	Negative Variance due to splitting out of On Site Sales Rental Income
5395100-000	On Site Sales Rental Income	\$0.00	N/A	\$22,669.20	N/A	Unbudgeted for 2024, but combined with prior GL still shows lower sales than forecasted. No income received for February
5891000-000	SRO Labor Recovery	(\$10,485.60)	-9.33%	(\$20,272.03)	-9.01%	Recovery of costs lower than forecasted
5999000-000	TPUF Fees	(\$12,996.00)	-6.09%	(\$3,414.00)	-0.80%	Slower fee rate than previous month

**Variations of Note – Expense**

GL	DESCRIPTION	VARIANCE (CURRENT MONTH)	PERCENTAGE	VARIANCE (YEAR TO DATE)	PERCENTAGE	NOTES
6100000-000	Salaries and Wages	\$292,716.86	31.73%	\$292,716.86	31.73%	2 pay periods in the month; positive variance partially offset with expenses in ODO and IC Fees GL
6213100-000	ODO Contracted Hours	\$27,437.22	48.78%	\$27,437.22	48.78%	Increased staffing due to gate system upgrade in January; tracking split between this and Agency/Independent Contractor Fees
6213200-000	Agency/Independent Contractor Fees	(\$20,249.59)	N/A	(\$20,249.59)	N/A	This item combined with above item nets out to be a smaller positive variance overall against budget
6731000-000	Property & Liability Insurance	(\$98,778.20)	-126.95%	(\$98,778.20)	-126.95%	Insurance Package over budget for the year
6420100-000	Electricity	\$6,683.50	17.16%	\$6,683.50	17.16%	Seasonal Usage lower than anticipated
6424100-000	Trash	(\$1,975.84)	-16.02%	(\$1,975.84)	-16.02%	Charges above the forecasted budget
6425100-000	Natural Gas	(\$1,257.55)	-21.56%	(\$1,257.55)	-21.56%	Seasonal Usage higher than anticipated



## BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS  
 FROM: ADMINISTRATION COMMITTEE  
 SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE  
 DATE: APRIL 23, 2024  
 CC: FILE

### Investment Activity – February 29, 2024

<b>Investment Portfolio - All Funds</b>						
2/29/2024						
Financial Institution & Type	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	General Operating Fund	Total Funds	Uninsured Funds
Morgan Stanley - Cash	-	1,898	-	-	1,898	-
Morgan Stanley - Deposits	-	3,224,450	-	-	3,224,450	-
Morgan Stanley - CDs	-	2,005,000	-	-	2,005,000	-
US Bancorp CDs	-	3,511,907	190,000	-	3,701,907	-
US Bank - Money Market	-	3,218,711	1,385,294	533,825	5,137,830	-
<b>Total Funds</b>	<b>-</b>	<b>11,961,966</b>	<b>1,575,294</b>	<b>533,825</b>	<b>14,069,187</b>	<b>-</b>
Total Liquid Funds		3,220,609	1,385,294			
Maturing Investments Mar 24		1,255,000	-			
Pending Authorized Purchases		-	-			
Commitments as of 2/29/24		(1,014,222)	(467,729)			
Cushion <sup>1</sup>		(750,000)	(1,000,000)			
<b>Available for Investing</b>		<b>2,711,387</b>	<b>-</b>			

<sup>1</sup>On 7/19/2021, the Finance Committee established a lower liquid threshold of \$1M to be maintained in the capital fund.

**Motion:**

I move to recommend the GRF Board authorize the purchase of brokered CDs through US Bank Corp for \$2,711,387 with terms ranging from three (3) to eighteen (18) months at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors.



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** EXECUTIVE MANAGER  
**BOARD ACTION:** AUTHORIZE TRANSFERS OF FUNDS FOR GRF PER CIVIL CODE 5502

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**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 for the period between March 17, 2024 and April 15, 2024:

<u>Date</u>	<u>Check Number</u>	<u>Vendor</u>	<u>Amount</u>
3/18/2024	4667	Ashley Salas	\$10,200.00
3/18/2024	4635	ClearCompany Inc	\$10,800.00
3/26/2024	4716	J.B. Bostick Company, Inc.	\$11,940.00
4/1/2024	EFT	Trumbull Insurance Company	\$13,027.27
3/18/2024	EFT	Athens Services	\$13,307.54
4/9/2024	4779	Stantec Consulting Serv	\$13,911.05
3/18/2024	4644	SC Fuels	\$16,606.24

3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/26/2024	4696	Ferguson Entrprs #1350	\$18,266.68
3/18/2024	4639	D L D Insurance Brokers	\$22,486.32
4/5/2024	4754	PacketWatch	\$24,031.60
4/5/2024	4754	PacketWatch	\$24,031.60
3/18/2024	EFT	Preferred Employers	\$24,934.00
4/17/2024	2058	Pape Material Handling	\$26,111.53
4/17/2024	2059	Pape Material Handling	\$26,111.53
4/5/2024	4751	J&J Landscaping, Inc.	\$26,325.00
4/5/2024	4751	J&J Landscaping, Inc.	\$26,325.00
4/5/2024	4751	J&J Landscaping, Inc.	\$26,325.00
3/18/2024	4656	Off Duty Officers, Inc.	\$26,767.07
4/17/2024	4807	Off Duty Officers, Inc.	\$27,713.28
4/5/2024	4753	Off Duty Officers, Inc.	\$28,629.13
4/8/2024	EFT	Empower Trst Company, LLC	\$32,543.92
4/8/2024	EFT	Empower Trst Company, LLC	\$32,543.92
4/8/2024	EFT	Empower Trst Company, LLC	\$32,543.92
4/2/2024	EFT	Transfer to US Bank - General - 6144; 4/5 401k funding	\$32,543.92
3/25/2024	EFT	Empower Trst Company, LLC	\$36,714.62
3/25/2024	EFT	Empower Trst Company, LLC	\$36,714.62
3/25/2024	EFT	Empower Trst Company, LLC	\$36,714.62
4/1/2024	2055	Hutton Painting Inc.	\$52,400.00
4/1/2024	2055	Hutton Painting Inc.	\$52,400.00
4/17/2024	4799	CliftonLarsonAllen LLP	\$52,500.00
3/26/2024	4693	CliftonLarsonAllen LLP	\$57,750.00

4/17/2024	4787	City of Seal Beach	\$63,700.06
3/26/2024	2053	Custom Glass	\$66,654.00
4/1/2024	2057	Quality Fence Co., Inc	\$89,100.00
4/1/2024	2057	Quality Fence Co., Inc	\$89,100.00
4/4/2024	EFT	ADP, Inc.	\$104,666.21
4/4/2024	EFT	ADP, Inc.	\$104,666.21
4/2/2024	EFT	Transfer to US Bank - General - 6144; 4/5 P/R Taxes	\$104,666.21
4/18/2024	EFT	ADP, Inc.	\$107,305.17
4/18/2024	EFT	ADP, Inc.	\$107,305.17
3/21/2024	EFT	ADP, Inc.	\$112,463.99
3/21/2024	EFT	ADP, Inc.	\$112,463.99
4/2/2024	4727	Anthem Blue Cross	\$118,414.14
4/8/2024	EFT	Innovative Cleaning Serv	\$135,209.06
4/10/2024	EFT	Transfer to US Bank - Money Market - 0931; Repayment for Monthly Expenses	\$200,000.00
3/25/2024	EFT	Transfer to US Bank - General - 6144; Health Insurance/Other Expenses	\$200,000.00
3/30/2024	EFT	Transfer to US Bank - Reserve Checking - 8; Funding to cover expenses	\$200,000.00
4/10/2024	EFT	Transfer to US Bank - Restricted MM - 0665; February 24 Contribution	\$210,950.00
3/31/2024	EFT	Golden Rain Fdn	\$210,950.00
4/4/2024	EFT	Pay to Employees	\$282,896.23
4/10/2024	EFT	Transfer to US Bank - Money Market - 0931; Repayment for Payroll 4/5/24	\$284,700.00
4/2/2024	EFT	Transfer to US Bank - Payroll - 1219; 04/05/24 Payroll	\$284,700.00
4/10/2024	EFT	Transfer to US Bank - Money Market - 0931; Payroll Repayment 3/22/24	\$287,000.00
3/21/2024	EFT	Pay to Employees	\$287,245.76

3/19/2024	EFT	Transfer to US Bank - Payroll - 1219; 3/22/24 Payroll	\$287,500.00
4/18/2024	EFT	Pay to Employees	\$290,360.45
4/16/2024	EFT	Transfer to US Bank - Payroll - 1219; 4/12/24 Payroll	\$291,800.00
4/1/2024	EFT	First Insurance Funding	\$502,599.83
4/1/2024	EFT	First Insurance Funding	\$502,599.83

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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** GRF EXECUTIVE DIRECTOR  
**BOARD ACTION:** OPERATING FUND: FUND RESERVE STUDY

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### **Background:**

GRF conducts periodic reserve reviews to evaluate facilities and assets contained within the association's formal Reserve Study. The requested expenditure would provide funding for the second year of a three-year agreement with Association Reserves that was first initiated on May 31, 2023.

### **Fiscal Impact:**

A 50% deposit representing \$4,950 is due immediately. The final payment of \$4,4950 is due upon the completion of the company's reserve review.

### **Recommendation:**

I move that the Board continue the reserve review agreement with Associaton Reserve, and authorize a payment totalling not more that \$9,900, and instruct the President to sign this year's agreement.

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April 19, 2024

**Report #: 26608 - 7**

**Golden Rain Foundation - LWSB**  
c/o Jessica Sedgwick  
Leisure World Seal Beach & Mutuals  
13533 Seal Beach Blvd.  
Seal Beach CA 90740

Subject: Reserve Study Go Ahead Deposit Invoice 26608 - 7GA

Dear: Ms. Sedgwick,

**Thank you for selecting Association Reserves to improve your future!**

You have hired us to perform a Update No-Site-Visit Reserve Study with a turnaround of 8 weeks.

<b>Total Fee:</b>	\$9,900.00
<b>50% Deposit:</b>	\$4,950.00

**Note:** The balance of \$4,950.00 will be due upon completion of the Reserve Study.

Thank you!

Sean Andersen  
President

**Work will begin once the 50% deposit has been received**

Please make check payable to Association Reserves and mail to the address indicated above.

Write the invoice # on your check or detach the form below and return with your payment.

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**Invoice #:** 26608 - 7GA

**Property Name:** Golden Rain Foundation - LWSB

**50% Go Ahead Deposit Due:** \$4,950.00



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**ACTION:** **FINAL VOTE:** AMEND 10-2000-2, CONSOLIDATED FEE SCHEDULE

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### **Committee Approval:**

At its March 13, 2024, meeting, the Administration Committee recommended the Board of Directors amend 10-2000-2, Consolidated Fee Schedule, establishing fees for plots within the community garden. The Board gave preliminary approval to adopt on March 26, 2024, and posted the measure for its 28-day review by the Members. This process is recommended in accordance with Civil Code §4360. No correspondence was received from members during the 28-day notification period.

### **Background:**

At its March 12, 2024, meeting, the Member Services Committee referred the proposed fee schedule for the reopened community garden plots to the Administration Committee. The Member Services Committee declared it could not await proper notification procedures because individual lessees must assume maintenance before volunteer vegetation took root in the plots.

Davis-Stirling section 4930(d)(2) permits consideration of such measures when a two-thirds majority determines "there is a need to take immediate action and that the need for action came to the attention of the board [committee] after the agenda was distributed." Two-thirds of the Administration Committee agreed to add this motion to its March 13, 2024, agenda.

The proposed fees were set using the baseline established by a 2020 Board vote authorizing a \$125 initial plot leasing fee for the former gardens. The Consumer Price Index (CPI) has risen 20.23% since 2020, equivalent to \$150.28 in February 2024. With facility improvements and significant anticipated jumps in water rates, the Administration Committee recommends a \$150 yearly lease fee and a \$15 one-time lease application fee.

### **Fiscal Impact:**

The fees are intended to recover the gardens' operating expenses, including costs for expected staff, maintenance, utilities, and water usage, and anticipated reserve expenditures for repairing and replacing water pipes, irrigation devices, planters, and roadway paving.

The fees do not compensate for capital funds expended in building the gardens nor any capital expenses that might be requested for improvements.

**Recommendation:**

I move to ratify 10-2000-2, adding fees for leasing garden plots.



**ADMINISTRATION**

**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: ..... \$414.00
  - 1.3.3. 30-foot+ to 40-foot space.....\$552.00

**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

(Oct 23)

**GOLDEN RAIN FOUNDATION Seal Beach, California**



**ADMINISTRATION**

**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)  
*\*As allowed per occupancy agreement.*
  - 2.4.1. Member
    - 2.4.1.1. Initial issue for a 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 motor vehicle transmitter..... \$75
    - 2.4.1.5. Fourth motor vehicle 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
    - 2.4.2.5. More than 10 RFIDs..... \$15 each
  - 2.4.4. Replacement 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



**ADMINISTRATION**

**Consolidated Fees**

- 2.5.3.2. Renter/Lessee..... Forfeit caregiver deposit
- 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/Lessee..... \$100 non-refundable

**4. COMMUNITY GARDEN PLOTS**

- 4.2. Annual Plot Rental Fee (Pro-rated).....\$150
- 4.3. One-Time Application Fee.....\$15

**Document History**

Adopted: 22 Aug 23

Amended: 24 Oct 23

**Key words:**

Members Fee



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** MEMBER SERVICES COMMITTEE  
**ACTION:** **FINAL VOTE:** AMEND 37-1447-1, COMMUNITY GARDENS – RULES

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### **Committee Approval:**

At its March 12, 2024, meeting, the Member Services Committee recommended that the GRF Board of Directors tentatively amend policy 37-1447-1, Community Gardens—Rules. The Board gave preliminary approval to adopt on March 26, 2024, and posted the measure for its 28-day review by the Members. This process is recommended in accordance with Civil Code §4360. No correspondence was received from members during the 28-day notification period.

### **Background:**

On November 28, 2023, the GRF Board of Directors voted 10-7 to appropriate \$480,865 from Capital Funds for the installation of the mini-farms at the 1.8-acre lot. The previously existing garden rules, last amended by the Board on October 27, 2020, required updating.

At its February 13, 2024, meeting, the Operations Committee recommended the Board of Directors amend 70-1747-1, Community Gardens – Rules. On February 27, 2024, the Board of Directors considered the rule. Several directors wanted clarification of certain procedures regarding the community gardens' governance, and the President requested the committee once again review the rule. At its March 12, 2024 meeting, the Operations Committee refined its work product and voted to recommend the Board of Directors tentatively accept the rule again.

### **Fiscal Impact:**

Annual fees from garden plot lessees are expected to be established to fully cover the project's operating costs. No capital costs for the present construction or future improvements are expected to be recovered from lessees' use of the gardens.

### **Recommendation:**

I move to ratify 70-1747-1, Community Gardens – Rules, renumbering it as 37-1447-1.



**RECREATIONMEMBER SERVICES****Use of Community Facilities, Community GardensMini Farm – Rules**

~~Renter/Lessee, (R/L), must follow all rules and is subject to any consequences for failure to do so. The Member/Owner, (M/O), is ultimately responsible for the behavior and actions of their R/L and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Shareholder Code of Conduct.~~

**1. PURPOSE:**

~~Need to be written.~~ The purpose of these regulations is to ensure a pleasant environment for all Leisure World Authorized Residents (ARs) and produce-growing gardeners.

**4. GENERAL REGULATIONS****2.**

~~—~~ The Recreation Department (RD) is responsible for the fair and equitable use of the Mini Farm Community Gardens (CG) -area, also known as the 1.8 Acres, and. The Recreation Department will also be responsible to ensure for ensuring that all of the conditions of these rules are followed.

**2.1.**

**2.2.** ~~The Mini Farm CG area plots is are~~ for Golden Rain Foundation (GRF) Members Authorized Residents (AR) -in good standing only. Only one garden plot shall be assigned per household, but two (2) ARs from different households can share a garden as long as both names are on the garden lease.

2.2.1. Each garden shall have an associated lease document and an associated lease fee and deposit which are described in a related document.

2.2.2. A waiting list shall be maintained by the RD, which will determine the order in which garden leases will be offered to a Renter/Lessee (R/L).

**2.1.** ~~Mutual-Unit/Renter/Lesseees must follow all rules and are subject to any consequences for failure to do so. The Mutual Unit/Member/Owner is ultimately responsible for the behavior and actions of their Renter/Lessee (R/L) and will be held responsible for any fees, fines, or disciplinary consequences incurred by the Renter/Lesseees. See Policy 3013-5093-1, Authorized Resident Rules of Conduct Shareholder Code of Conduct and 10-1937-3, Community Rules Violation Procedures~~

**2.3.**

**RECREATIONMEMBER SERVICES****Use of Community Facilities, Community GardensMini Farm – Rules**

40 2.3.1. The violation notice may be contested to the COMMUNITY RULES  
 41 VIOLATION (CRV) PANEL. Procedures for the M/O to appeal a  
 42 Community Rules Violation notice are detailed in 10-1937-313-5093-3.

43 2.3.2. Additional penalties may be assessed to any M/O who fails to respond  
 44 to a rules violation notice in a timely manner. The procedures for  
 45 assessing those penalties are outlined in 10-1937-313-5093-3.

46  
 47 2.4. If ~~the an~~ Member/Owner (M/O) subsequently rents their Mutual unit, the M/O  
 48 forfeits the right to retain their ~~plot-garden~~ and must notify the RD Recreation  
 49 Department and relinquish it immediately.

50  
 51  
 52 2.5. If ~~at~~ the R/L has a garden leased, ~~a plot,~~ the lease shall be terminated immediately  
 53 upon termination of their tenancy in the M/O's Mutual unit unless the AR moves  
 54 to another rental unit in the community immediately.

55  
 56 1.1.2.6. The Mini FarmsCGs are a non-smoking, tobacco-free, vap~~or~~-free, drug-  
 57 free, ~~firearms/weapons-free, and alcohol-free~~ environment.

58 ~~Alcoholic beverages may not be brought into the Mini Farm area.~~

59 2.7. No animals ~~are~~ allowed in the Mini Farm CG area: Qualified Service dogs  
 60 Animals will be allowed in the garden ~~area if staying with their owner.~~ They must  
 61 always remain on an ~~(8)-eight (8)-foot~~ leash and be under the control of the AR.  
 62 The owner must pick up after them immediately. They are not allowed in any  
 63 other person's garden.

64 2.8. Radios or music devices are allowed with headphones.

65 2.9. Spaces may be leased on an annual basis for a maximum of four (4)  
 66 consecutive years. Upon the completion of the fourth year, the Lessees must  
 67 relinquish their garden. The Lessee can then be added to the waiting list for  
 68 another garden if they so desire. If there is no waitlist, the AR may renew the  
 69 lease with the approval of RD for one (1) additional year.

70 2.10. Gardens shall not be abandoned, traded, or given up to another AR by the  
 71 Lessee. If you choose to relinquish your space, you must notify the Recreation  
 72 Department, and your space will be reassigned to the next AR on the waiting  
 73 list. No refunds shall be issued for any monies paid to GRF.

74 2.11. Lessee is responsible for the planning, planting, and management of their own  
 75 garden, including providing seeds, plants, soil amendments, perimeter 'bunny'  
 76 fencing, and any tools. In case of a temporary absence, Lessee shall notify the  
 77 RD in writing and a "garden angel" can be assigned to care for your garden with  
 78 the approval of the RD. Only ARs may be appointed as a "garden angel."

79 2.12. Lessee may bring guests, including children, into the CG area, provided that the

**RECREATIONMEMBER SERVICES****Use of Community Facilities, Community GardensMini Farm – Rules**

guests comply with the GRF Code of Conduct. Children must always be accompanied by an adult.

2.13. Neither Lessees nor their guests may enter other gardens or harvest produce without explicit written permission from that garden's Lessee. A copy of written permission must be kept on record in the RD office.

2.14. Lessees will keep clean and neat and weed free any common areas such as adjacent pathways. Lessee will promptly report any concerns about safety of the garden to the RD. The adjacent pathway along the wall bordering Nassau Drive and all walkways must always be kept clear of gardening tools and plant materials from the gardens.

2.15. Storage containers made of metal or wood are not permitted. Storage containers must be the type approved by the RD and the storage container and tools must be kept within the boundaries of the designated garden.

2.16. Fences may not exceed three (3) feet in height to avoid shading a neighbor's garden. Fences must be free standing, PVC pipe, or wood treated with or without non-toxic preservative, green metal stakes, and can include types of chicken wire. All fencing must be approved by the RD with a written scope of work to be included with the submitted application.

2.17. Structures to encourage vertical growing, including arbors, trellises, tree branch frames, and cages are only allowed during growing season if they are functional, orderly, safe, and do not conflict with CG standards.

2.18. GRF does not permit the construction or existence of permanent shelter structures within the individual's garden, including personal sheds, storage, or shade units.

2.19. One faucet is set up for up to four gardens for watering. The gardens that are assigned to that area have exclusive use of the water fixture.

2.20. Automatic sprinklers and soaker hoses are forbidden. Lessees must turn off water faucet or valve before leaving the garden and shall not leave watering unattended at any time. Water run-off is not permitted on roadways, walkways, sidewalks, or adjacent gardens.

2.21. Crushed rock or gravel is not permitted inside the gardens.

2.22. No wood treated with toxic wood preservative shall be used in any gardens.

2.23. No piles of wood, brick, pipes, hoses, or fencing shall be stored in gardens.

2.24. All items, such as hoses, tools, and containers shall be safely stored to avoid trips and falls.

2.25. The use of ""scrap"" materials, such as broken bricks or pavers, scraps of wood, metal, or plastic is not permitted.

2.26. Items not authorized must be disabled and removed from the garden by

**RECREATIONMEMBER SERVICES****Use of Community Facilities, Community GardensMini Farm – Rules**

required compliance date.

2.27. All trees, miniature trees, shrubs, or bush type fruit trees must be potted with a solid base underneath, and not exceed four (4) feet tall. Trees or shrubs cannot extend over walkways or exceed four (4) feet in height during any month of the year. Any existing tree, shrubs, or bush type fruit trees shall be removed when a lot is vacated, unless there is a lessee-to-lessee agreement approved by the RD.

2.28. No more than twenty-five percent 25% of garden may be planted with flowers. The remaining balance shall be used to plant produce.

2.29. The RD may order the forfeiture of a garden when any Lessee does not maintain their garden as described in these rules. Failure to plant at least seventy-five percent (75%) of a garden area for three (3) months shall be sufficient cause to forfeit the garden.

2.30. If a garden appears untended (overgrown weeds, unharvested), the Lessee will be issued a violation notice. If the violation is not remedied by the required compliance date of the third notice for the same violation, the RD may evict Lessee.

2.31. Lessees and their guests shall park in designated parking spaces only.

2.32. Dumpsters are available for the disposal of green waste and regular trash. See policy 26-5000-1, Dumpster Rules.

2.33. Gardens must be cleared of all vegetation and weeds before being vacated. Failure to clean garden for final inspection will result in loss of lease deposit and CG future privileges.

2.34. If the Lessee fails to comply with any terms of the lease within the allotted compliance time of the third notice for the same violation, the garden will be immediately forfeited with no refund of fees.

2.35. Lessees will not be entitled to any payment or reimbursement from the GRF for any materials planted, growing, or otherwise located within the CG or for any improvements made on the premises. All or any part of such material and improvements shall become the property of the GRF.

1.2.2.36. The RD will designate each garden by posting a garden number on the corner of each garden, which will correspond to a like number on a drawing of the garden area.

~~1.3. Lessee may not carry, use, or store firearms or weapons of any kind in the Mini Farm area.~~

~~1.4. Radios or music device are not allowed with headphones. If you would like to use your music devices, headphones are required.~~

~~1.5. Spaces may shall be leased on an annual basis or a for a maximum of six consecutive years. Upon the completion of the sixth year, Lessees must relinquish their gardenplot. The Lessee can then be added to go back on the waiting list for another garden if they so desire.~~

(Dec 20)

**GOLDEN RAIN FOUNDATION Seal Beach, California**

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- 158 ~~1.6.— Gardens Plots shall not be abandoned, traded, or given up to another AR GRF Member by the~~  
 159 ~~Lessee. If you choose to relinquish your space, you must notify the Recreation Department, and your~~  
 160 ~~space will be reassigned to the next AR GRF Member on the waiting list. No refunds shall be issued for~~  
 161 ~~any monies paid to GRF.~~
- 162 ~~1.7.— Lessee is responsible for the planning and management of their own garden plots, including~~  
 163 ~~providing seeds, plants, amendments, perimeter ‘bunny’ fencing, and any tools. Garden Plots must be~~  
 164 ~~worked solely by the Lessee. Exception: In case of an injury or temporary illness, Lessee shall notify the~~  
 165 ~~GRF Recreation Department RD in writing and a “garden angel” can be assigned to care for your garden~~  
 166 ~~with the approval of the Recreation Department RD. Only ARs may be appointed as a “garden angel.”.~~
- 167 ~~1.8.— Lessee may bring a guests, including children, into the CG Mini Farm area, provided that the~~  
 168 ~~guests complies with the GRF Ccode of Cconduct. Children must always be accompanied by an adult.~~
- 169 ~~1.9.— GRF MembersNeither Lessees nor and their gGuests may not enter other gardens plots or~~  
 170 ~~harvest produce without explicit written permission from that garden’s plot’s Lessee. A copy of written~~  
 171 ~~permission must be kept on record in the RD office.~~
- 172 ~~1.10.— Lessees will keep clean and neat and weed free any common areas, such as adjacent pathways.~~  
 173 ~~Lessee will promptly report any concerns about safety of the garden to the RDGRF Recreation~~  
 174 ~~Department. The adjacent pathway along the wall bordering Nassau Drive and all walkways must~~  
 175 ~~always be kept clear of gardening tools and plant materials from the plotsgardens.~~
- 176 ~~1.11.— Storage containers made of metal or wood are not permitted; Sstorage containers must be the~~  
 177 ~~type approved by the RRecreation Committee and the storage container and tools must be kept within~~  
 178 ~~the boundaries of the designated garden plot.~~
- 179 ~~1.12.— Neither trellises nor Ffences may not exceed 7two (2) feet in height to avoid shading a~~  
 180 ~~neighbor’s garden plot.~~
- 181 ~~1.13.— Structures to encourage vertical growing, including arbors, trellises, tree branch frames, and~~  
 182 ~~cages are only allowed during growing season if they are functional, orderly, safe, and do not conflict~~  
 183 ~~with CG community standards.~~
- 184 ~~1.14.— GRF does not permit the construction or existence of permanent shelter structures within~~  
 185 ~~the individual’s garden plots, including personal sheds, storage, or shade units.~~
- 186 ~~1.15.— One faucet is set up for up to four gardens plots for watering. The gardensplots that are~~  
 187 ~~assigned to that area have exclusive use of the water fixture.~~
- 188 ~~1.16.— Automatic sprinklers and soaker hoses are forbidden. Mini Farmers Lessees must turn off water~~  
 189 ~~faucet or valve before leaving the garden and plot. Mini Farmers shall not leave watering unattended at~~  
 190 ~~any time. Water run-off is not permitted on roadways, walkways, sidewalks, or adjacent gardens plots.~~
- 191 ~~1.17.— Crushed rock or gravel is not permitted inside the gardensplots. Any existing crushed rock or~~  
 192 ~~gravel must be removed from the plot upon vacating.~~
- 193 ~~1.18.— No wood treated with wood preservative shall be used in any gardensplot.~~
- 194 ~~1.19.— No piles of wood, brick, pipes, hoses, or fencing shall be stored in gardensplots.~~  
 195 ~~All items, such as hoses, tools, and containers shall be safely stored to avoid trips and falls.~~
- 196 ~~1.20.— The use of “scrap” materials, such as broken bricks or pavers, scraps of wood, metal, or plastic~~  
 197 ~~is not permitted.~~
- 198 ~~1.21.— Items not authorized must be disabled and removed from the gardenplot by required~~  
 199 ~~compliance date.~~
- 200 ~~All trees, miniature trees, shrubs, or bush type fruit trees must be potted with a solid base~~  
 201 ~~underneath, and not exceed four (4)7 feet tall. TExisting trees or shrubs cannot extend over~~  
 202 ~~walkways or exceed four (4)7 feet in height during any month of the year. Any existing tree,~~  
 203 ~~shrubs, or bush type fruit trees shall be removed cut down when a lot is vacated.~~

**RECREATION MEMBER SERVICES****Use of Community Facilities, Community Gardens Mini Farm – Rules**

~~1.22. before being assigned to a new GRF Member. No more than twenty percent 20%10% of garden plot may be planted in flowers, the remaining balance shall be used to plant produce.~~

~~1.23. The RD Recreation Department may order the forfeiture of a garden plot when any Lessee Mini Farmer does not maintain theirhis/her garden plot as described in these rules. Failure to plant at least seventy five percent (75%) of a plot for three (3) months, shall be sufficient cause to forfeit the gardenplot.~~

~~1.24. If a gardenplot appears untended (overgrown weeds, unharvested), the Lessee you will be issued a violation notice. If the violation is not remedied by the required compliance date, of the third notice for the same violation, tThe RD GRF Recreation Department may evict Lessee upon three violations.~~

~~1.25. GRF Members Lessees and their guests shall park in designated parking spaces only.~~

~~1.26. Dumpsters are available for the disposal of green waste and regular trash. The removal of discarded items from the dumpster will not be permitted at any time. See policy 60-5000-1, Dumpster Rules.~~

~~1.27. GardensPlots must be cleared of all vegetation and weeds before being vacated. vacating plot. Failure to clean plot garden for final inspection will result in loss of lease deposit and and CG Mini Farm future privileges.~~

~~If the Lessee Mini Farmer fails to comply with any terms of the lease within the allotted compliance time of the third notice for the same violation, then garden gardenplot will be immediately forfeited with no refund of fees.~~

~~1.28. Lessees nor will not they be entitled to any payment or reimbursement from the GRF for any materials planted, growing, or otherwise located within the CG Community Garden or for any improvements made on the premises. All or any part of such material and improvements shall become the property of the GRF.~~

**2.3. HOURS OF OPERATION**

7:00 a.m. to dusk seven (7) days a week.

**3.4. MAINTENANCE OF GARDENS PLOTS**

~~4.1. To prevent the breeding of flies, harboring of rats, or air contamination, all decaying compost or newly delivered fertilizer shall be properly cared for by effectively sealing in plastic bags, or by turning it under in the gardenplot within forty-eight (48) hours.~~

~~3.1. 4.2. Remove all garden trash, spent plants, clippings, and leaves from the plot daily in the provided green waste bins. Gardens must always be maintained and kept free of debris.~~

RECREATION MEMBER SERVICESUse of Community Facilities, Community Gardens Mini Farm – Rules

- 244 **3.2.** 4.3. Keep all gardensplots, including the adjacent walkway areas ~~to the north and~~  
 245 ~~east center of the garden~~adjacent pathways, free from all grass and weeds  
 246 throughout the year, ~~whether or not the garden is planted or fallow.~~
- 247 **3.3.** 4.4. Use care and caution while watering in order to keep from flooding  
 248 neighboring gardensplots and pathways.
- 249 **3.4.** 4.5. Use care when spraying or dusting for bugs, snails, and other garden pests.  
 250 ~~Lessees Members~~ must make every effort to ensure there is no drifting of  
 251 pesticides to adjoining gardensplots. **GRF does not permit the use of Roundup**  
 252 **on Trust property.** See Addendum A for approved pest control list.
- 253 **3.5.** 4.6. Store only the garden material necessary ~~to for~~ supporting, staking or  
 254 containing the plantings, neatly within the perimeter of one's assigned garden  
 255 areaplot. No plants or vines shall be allowed to grow past a fence or property line,  
 256 over walkways or sidewalks. No exterior fence will be used as a trellis on which  
 257 to grow plants or vines.
- 258 **3.6.** 4.7. GRF is not liable for loss or damage to personal property, vandalism to the  
 259 garden parcel, and/or destruction of crops due to disease, pests, rodents,  
 260 gophers, inclement weather, or flooding from water run-off by hose/faucet  
 261 whether coming from water lines inside or outside of gardensplots.
- 262 **3.7.** 4.8. All items stored within the garden areaplot must be essential to gardening.  
 263 Pesticides of any kind may not be stored at the CG Mini Farm. Items such as  
 264 wooden stakes, tomato cages, etc. must be kept in a neat and orderly manner.  
 265 Materials may not be stored ~~s~~ against ~~either~~ the gardenperimeter fencing. ~~of the~~  
 266 ~~plot or Mini Farm.~~
- 267 **3.8.** 4.9. GRF is responsible for the maintenance and pest control of the common  
 268 areas. Lessee is responsible for maintenance and pest control within their  
 269 gardenplot.
- 270 **3.9.** 4.10. Lessee is responsible for the cost, installation, and maintenance of  
 271 fencing. RD ss Staff must approve any fence or other structure prior to installation  
 272 and follow GRF guidelines. Staff will provide written approval/permit for  
 273 installation. This permit must be displayed at the garden-plot for thirty (30) days.  
 274 See Addendum B for approved fencing.

5. Addendum A

277 The following table includes, but is not limited to, substances that are recommended and those that  
 278 are not.



<b><u>PEST AND DISEASE CONTROL</u></b>	<b><u>Recommended</u></b>	<b><u>Not Permitted</u></b>
	<ul style="list-style-type: none"> <li>- <u>bacillus thuringiensis (Bt)</u></li> <li>- <u>soap spray</u></li> <li>- <u>Horticulture pepper/onion spray - sulfur</u></li> <li>- <u>wood ashes</u></li> <li>- <u>sour milk solution</u></li> <li>- <u>lace wings</u></li> <li>- <u>dormant oils</u></li> <li>- <u>micro-cop or equivalent</u></li> <li>- <u>diatomaceous earth (DE)</u></li>   <li>- <u>baking soda</u></li> <li>- <u>borax, boric acid - sluggo</u></li> <li>- <u>lady bugs</u></li>   <li>- <u>tanglefoot</u></li> <li>- <u>marigolds</u></li> <li>- <u>beneficial nematodes - netting</u></li> <li>- <u>Pyrethrum*</u></li>   <li>* <u>Pyrethrin: It is a naturally occurring insect-killing chemical taken from chrysanthemum flowers. In the flowers, these bug-killers exist as a mixture of six separate chemicals that together are called <b>pyrethrum</b> or <b>pyrethrins</b>. Pyrethrins (without piperonyl butoxide or other enhancers) are permitted for use on organically grown crops.</u></li> </ul>	<ul style="list-style-type: none"> <li>- <u>rotenone</u></li> <li>- <u>pyrethrate</u></li> <li>- <u>pyrethroids</u></li> <li>- <u>nicotine - sulfate</u></li> <li>- <u>malathion</u></li> <li>- <u>diazinon</u></li> <li>- <u>sevin</u></li> <li>- <u>organophosphates</u></li> <li>- <u>Roundup</u></li> <li>- <u>Finale</u></li> <li>- <u>Dursban</u></li> <li>- <u>organ chlorides</u></li> <li>- <u>chlorpyrifos</u></li> </ul>
<b><u>FERTILIZERS</u></b>	<b><u>Recommended</u></b>	<b><u>Permitted Recommended</u></b>
	<ul style="list-style-type: none"> <li>- <u>cotton seed</u></li> <li>- <u>kelp</u></li> <li>- <u>compost</u></li> <li>- <u>manure</u></li>   <li>- <u>blood, bone, horn, and hoof meals</u></li> <li>- <u>liquid fish or seaweed</u></li> <li>- <u>fertilizers classed as "organic"</u></li> </ul>	<ul style="list-style-type: none"> <li>- <u>ammonium sulfate</u></li> <li>- <u>ammonium nitrate</u></li> <li>- <u>muriate of potash</u></li> <li>- <u>superphosphates</u></li>   <li>- <u>highly soluble chemical fertilizer</u></li> <li>- <u>Ozmicote</u></li> <li>- <u>Non organic Miracle Grow</u></li> </ul>



**RECREATION MEMBER SERVICES**



**Use of Community Facilities, Community Gardens Mini Farm – Rules**

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5.6.

**4.6. CORRECTIVE ACTION**

5.1. The ~~RD Recreation Committee~~ may order the forfeiture of any garden plot when the Lessee GRF Member fails to comply with this set of ~~rules, or rules, or~~ any action in violation of the established Code of Conduct policy, 3013-5093-1, or Community Rules Violation Procedure, 10-1937-3.-

5.2.

The ~~RD Recreation (with Board approval) Department~~ reserves the right to review and adjust the operating rules to accommodate the needs of the community at any time.

5.3.

The ~~RDecreation Department~~ also reserves the right to enter any garden plot at any time.

5.4. The AR is entitled to request a hearing if they disagree with any disciplinary decision.

5.5. Mutual-Unit/Renter/Lessees must follow all rules and are subject to any consequences for failure to do so. The Mutual Unit/Member/Owner is ultimately responsible for the behavior and actions of their Renter/Lessee (R/L) and will be held responsible for any fees, fines, or disciplinary consequences incurred by the Renter/Lessees. See Policy-10-1937-313-5093-4, Authorized Resident Rules of Conduct, and Community Rules Violation Procedure.-

5.5.1. The violation notice may be contested to the COMMUNITY RULES VIOLATION (CRV) PANEL. Procedures for the M/O to appeal a Community Rules Violation notice are detailed in ~~13-5093-3.10-1937-3~~

5.5.2. Additional penalties may be assessed to any M/O who fails to respond to a rules violation notice in a timely manner. The procedures for assessing those penalties are outlined in ~~13-5093-3.10-1937-3.~~

4.1.

**Document History**

Adopted:	26 Nov 19	Amended:	28 Jan 20	Amended:	27 Oct 20
Amended:	24 Nov 20	Amended:	23 Dec 20		

**RECREATIONMEMBER SERVICES**

**Use of Community Facilities, Community GardensMini Farm – Rules**



**Keywords:** Mini Farm Garden Plot  
1.8 Acres

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**RECREATIONMEMBER SERVICES**

**3770-1447-1**

**Use of Community Facilities, Community GardensMini Farm – Rules**



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** MEMBER SERVICES COMMITTEE  
**BOARD ACTION:** AMEND 70-1487-1B, RECREATIONAL VEHICLE LOT (RVL) – RULES & REGULATIONS

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### **Committee Approval:**

On April 9, 2024, the Member Services Committee recommended the Board of Directors amend 70-1487-1b, Recreational Vehicle Lot (RVL) – Rules & Regulations.

### **Background:**

At its March 12, 2024, meeting, the Member Services Committee moved to rescind policy 70-1487-1, Recreational Vehicle Lot (RVL), Rules & Regulations. During its March 26, 2024, meeting the GRF Board voted to follow the committee's recommendation to rescind policy 70-1487-1.

Member Services reviewed the current policy 70-1487-1B, Recreational Vehicle Lot (RVL)—Rules and Regulations, and recommends approving minor grammatical edits and updates. The committee suggests placing policy 37-1497.02-1, Recreational Vehicle Lot (RVL)—Vehicle Maintenance, at the end of policy 70-1487-1B to facilitate GRF members' search of all RV rules, and renumber it 37-1487-1.

### **Fiscal Impact:**

No predicted fiscal impact.

### **Recommendation:**

I move to amend 70-1487-1B, Recreational Vehicle Lot (RVL) – Rules and regulations, renumbering it 37-1487-1.



**Recreational Vehicle Lot (RVL) – Rules and Regulations**

**1. DEFINITIONS**

1.1. A Recreational Vehicle (RV) is a motor vehicle or trailer for recreational dwelling purposes, or a vehicle designed and used to tow such (see Glossary for more specifics).

1.2. Recreational Vehicle means one or both of the following:

1.2.1. A motor home, camper van, travel trailer, truck camper, camping trailer, with or without motive power, designed for recreational purposes, emergency, or other occupancy that meets all the following criteria:

1.2.1.1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

1.2.1.2. It contains 400 square feet or less of gross area measured at maximum horizontal projections.

1.2.1.3. It is built on a single chassis.

1.2.1.4. It is either a self-propelled, truck mounted, or permanently towable on the highways without a permit (e.g., a car caddy).

1.2.2. A park trailer, as defined in Section 18009.3 (CHSC).

1.3. Qualified Recreational Vehicles (QRVs) are those that meet the Eligibility Requirements listed in 2. and are used primarily for the purpose for which they were designed.

1.4. Good standing means not more than thirty (30) days delinquent on any assessment, and related charges, fees or fines as verified by the Stock Transfer and/or Finance Departments.

1.5. Lessee refers to those given an RVL lease by the Golden Rain Foundation Recreation Department (RD).

1.6. Operational is defined as “in use, in working order or ready to use.”

**2. RVL GENERAL USE CONDITIONS**

2.1. The RVL and its facilities shall be maintained for the benefit of all Golden Rain Foundation (GRF) Authorized Residents (ARs) in good standing (Member/Owners (M/Os), Co-occupant, Qualified Permanent Residents (QPRs), and Mutual Renter/Lesseees ~~[(R/Ls)]~~ per the terms and conditions of the Trust Agreement, GRF Bylaws, and Policies.



**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 40           **2.2.** The RD has primary responsibility for administration, governance, and  
41           coordination of maintenance issues for the RVL. The RVL is authorized by the  
42           GRF Board of Directors (BOD). For information or maintenance issues  
43           regarding the RVL, call the RVL Attendant at (562) 431-6586 ext. 2373, or  
44           email to [rvlot@lwsb.com](mailto:rvlot@lwsb.com).
- 45           **2.3.** All vehicles stored in the RVL must be operational at all times. No QRV stored  
46           in the RVL shall be on a planned non-operation (PNO) status.
- 47           **2.4.** All QRVs in a leased space in the RVL must have a valid GRF RVL decal  
48           clearly placed on the vehicle.
- 49           **2.5.** Lessees and visitors shall not engage in any conduct that creates a nuisance  
50           or otherwise interferes with the use and enjoyment of other Lessees’ spaces  
51           or adjacent residences.
- 52           **2.6.** Lessees must follow all rules, and they are subject to any consequences for  
53           failure to do so.
- 54           **2.7.** Any prior RV or vehicle Parking Storage Lot Rules and Regulations or  
55           agreements in existence at the time these versions of Rule 70-1487-1B and  
56           Rule 370-1487-2 are adopted, are superseded, and canceled.

**3. ELIGIBILITY QUALIFICATIONS**

- 60           **3.1.** The RV ownership must include the AR seeking a lease and be registered  
61           with the Department of Motor Vehicles (DMV) and the RD.
- 62           **3.2.** It must be in operating condition.
- 63           **3.3.** It must fall into one of the following categories.
  - 64                   **3.3.1.** A Class A recreational motor home, built on a truck chassis.
  - 65                   **3.3.2.** A Class B conversion van camper (may have a raised roof).
  - 66                   **3.3.3.** A Class C recreational motor home, built on a modified van chassis.
  - 67                   **3.3.4.** A Travel Trailers between thirteen (13) and forty (40) feet in length.
  - 68                   **3.3.5.** A Fifth wheel between fifteen (15) and forty (40) feet in length.
  - 69                   **3.3.6.** A folding camp trailer.
  - 70                   **3.3.7.** A boat or personal watercraft (e.g., jet skis, or similar vessels) on a  
71                   trailer.
  - 72                   **3.3.8.** A box or horse trailer used solely for recreational purposes.
- 73           **3.4.** The following are NOT eligible and may be towed away, at the Lessee’s  
74           expense.
  - 75                   **3.4.1.** Flat-bed trailers of dimensions greater than seven (7) feet wide or  
76                   twenty (20) feet long (including the tongue).



**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 77           **3.4.2.** Non-commercially manufactured QRVs and trailers.
- 78           **3.4.3.** Commercial rental, or similar type, open or closed trailers.
- 79           **3.4.4.** QRVs belonging to former ARs.
- 80           **3.4.5.** Any eligible DMV registered RV, passenger or commercial vehicle
- 81           converted into a storage unit.
- 82           **3.4.6.** Any trailer used to transport cargo that was not intended by the
- 83           manufacturer for recreation.

**4. LEASES, PENALTIES AND FEES**

- 84           **4.1.** Leases are for one (1) year. Annual lease fees may increase at the time of
- 85           renewal. Annual billing will be sent to every lessee in the RVL prior to **June**
- 86           **January** 1st. Total amount due at time of lease renewal.
- 87
- 88
- 89           **4.1.1.** A prorated refund will be given if the lease is cancelled by GRF
- 90           during the lease period.
- 91           **4.1.2.** If Lessee cancels the lease prior to expiration, a prorated refund will
- 92           be given.
- 93           **4.2.** The following information must be provided along with a new application and
- 94           also within **thirty (30)** days of a QRV registration renewal.
- 95           **4.2.1.** A valid government-issued driver’s license.
- 96           **4.2.2.** Proof of appropriate liability insurance with the prospective Lessee’s
- 97           name as the primary or secondary insured.
- 98           **4.2.2.4.2.3.** GRF and Mutuals 1-127 and Mutuals 14-17 must be named as
- 99           additional insured on the QRV insurance policy.
- 100           **4.2.3.4.2.4.** Vehicle registration papers with the authorized resident’s
- 101           prospective Lessee’s name as an owner.
- 102           **4.2.4.4.2.5.** The prospective Lessee’s current GRF identification card.
- 103           **4.2.5.4.2.6.** Current emergency contact information.
- 104           **4.3.** Any changes in the QRV ownership, Lessee address, mailing address,
- 105           insurance, phone number, emergency contact or QRV license plate number
- 106           must be reported to the RD within seven (7) days of the change. Written
- 107           notification shall be placed in the RVL drop box; or mailed or delivered by
- 108           hand to: Golden Rain Foundation P.O. Box 2069, Seal Beach, CA, 90740.
- 109           The RD will acknowledge receipt of the documents in writing.
- 110           **4.4.** Non-compliance with 4.2 or 4.3 will result in cancellation of the lease in the
- 111           RVL, towing of the QRV and/or disciplinary action.



**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 112           **4.5.** Spaces are NOT transferrable. If a Lessee sells their vehicle, that space is  
113           not transferable. If the buyer is an A/R and is requesting a space in the RVL,  
114           they must be added to the waiting list in the chronological order of the request.
- 115           **4.6.** If a QRV is replaced for the same type and size, then a Lessee can maintain  
116           their space, but the Lessee must notify the RVL Attendant and update their  
117           paperwork. If the QRV is smaller, it may result in a mandatory space change.
- 118           **4.7.** If a M/O has leased a space in the RVL and subsequently rents their  
119           apartment, the M/O forfeits the right to retain their space. They must notify  
120           the RD and remove their vehicle immediately.
- 121           **4.8.** If a R/L has leased a space in the RVL, the lease shall be terminated  
122           immediately upon termination of the R/L’s tenancy in the M/O’s unit.
- 123           **4.9.** The GRF BOD has authorized the ~~Policy/Parking Review~~Community Rules  
124           Violation (~~PRV~~CRV) Panel to review all citations specific to the RVL, Rule  
125           ~~370-1487-1B~~, and has authorized the RD to strictly enforce the GRF RVL  
126           Rule ~~370-1487-1B~~ and schedule of fees/fines (~~370-1487-2~~). Penalties may  
127           be greater for repeated violations within a three (3) year period.
- 128           **4.10.** Non-payment of fees in addition to any late fees incurred may result in the  
129           disciplinary procedures being implemented by GRF and imposition of fines  
130           up to \$500 and/or lease cancellation.
- 131           **4.11.** If an issued citation has not been addressed/corrected by the Lessee within  
132           thirty (30) days of notification, a second citation will be issued. If the Lessee  
133           continues to ignore the violation, the GRF ~~PRV~~CRV Panel may recommend  
134           to the GRF BOD, the termination of the lease and/or tow of the QRV.
- 135           **4.12.** The GRF BOD has authorized the RD to tow from the RVL or remove vehicles  
136           or property in violation of this policy, at the Lessee’s expense (see Rule 80-  
137           1937-1 Section 7 Towing).
- 138           **4.13.** Any exceptions to Rule ~~370-1487-1B~~ or ~~370-1487-2~~ require the written  
139           approval of the GRF BOD. Violation citation records shall be kept for three  
140           (3) years.
- 141           **4.14.** The M/O is ultimately responsible for the behavior and actions of their R/L  
142           and will be held responsible for any fees, fines or disciplinary consequences  
143           incurred by the R/L (See Rule 130-5093-1, ~~Shareholder~~Authorized Resident  
144           Rules Code of Conduct).
- 145           **4.15.** A current copy of the Recreational Vehicle Lot (RVL) Rules and Regulations  
146           ~~370-1487-1B~~ and Fees and Fines for the ~~370-1487-2~~, will be issued to the  
147           responsible party of the leased space at the time of application. The  
148           Recreation Attendant RD will notify Lessees when Rule ~~370-1487-1B~~ or 70-  
149           1487-2 are revised by the GRF.

**5. SPACE AND LOT RULES AND REGULATIONS**





**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 152           **5.1.**    QRVs must be driven or towed out of the RVL by the Lessee and inspected  
153                    by the RD annually.
- 154           **5.2.**    All QRVs are subject to random inspections.
- 155           **5.3.**    The RD may request a QRV be moved as required for maintenance of the  
156                    RVL. If, after a ten (10) day notice has been issued, the QRV has not been  
157                    moved, Staff may move the QRV or have the vehicle moved or towed. All  
158                    costs incurred will then be charged to the Lessee.
- 159           **5.4.**    Spaces in the RVL will be assigned by the Recreation Attendant~~RD~~ on a first  
160                    come, first served basis, one (1) vehicle per space, at its sole discretion.
- 161                    **5.4.1.**    A maximum of two (2) spaces per Leisure World address will be  
162                    assigned. Spaces will be assigned by the length of the vehicle.  
163                    Space assignments are subject to change upon notification.
- 164                    **5.4.2.**    A QRV shall only be parked within the footprint of the assigned  
165                    space. A car caddy may be parked with a motorhome if space allows.  
166                    A QRV not parked in its assigned space will be subject to tow at the  
167                    Lessee’s expense (See Policy 8038-1937-1) and/or the Member may  
168                    be subject to disciplinary action.
- 169                    **5.4.3.**    One (1) vehicle may remain in the Lessee’s space when the QRV is  
170                    being used on a trip. The vehicle must have a valid GRF Security  
171                    issued decal on their windshield and be associated with the AR’s  
172                    mutual and apartment. No GRF visitor passes are allowed.
- 173           **5.5.**    No structures of any kind may be erected on the leased space (e.g., tents,  
174                    portable garages, sheds, unauthorized storage units, etc). Only one (1) GRF  
175                    pre-approved storage unit may be placed in the space. A list of approved  
176                    storage units can be obtained from the RVL Attendant.
- 177           **5.6.**    If a QRV is occupied (lived in) while it is parked in the RVL, the responsible  
178                    Lessee will be subject to disciplinary action by the GRF ~~PRV-CRV~~ Panel. This  
179                    violation may terminate the lease and/or result in a tow of the QRV.
- 180           **5.7.**    It is prohibited to operate a generator in an unattended QRV. When the GRF  
181                    Security or RVL Staff observes an infraction of this rule, the QRV will be  
182                    issued a citation. The GRF Staff will attempt to notify the owner to shut it off.
- 183           **5.8.    Driving and Parking Rules.**
- 184                    **5.8.1.**    The speed limit within the RVL is five (5) miles per hour.
- 185                    **5.8.2.**    Drivers must observe established roadways. NO driving through or  
186                    across any unoccupied spaces is permitted.
- 187                    **5.8.3.**    Drivers must follow the natural angle of entry and departure to and  
188                    from their space.



**Recreational Vehicle Lot (RVL) – Rules and Regulations**

- 189                   **5.8.4.** Drivers shall not short the acute angle, nor cross lines or marked  
190                   corners.
- 191                   **5.8.5.** No off-road vehicles are to be driven in the lot at any time, but the  
192                   Lessee may load and unload them from their trailer.
- 193                   **5.8.6.** Guests shall not drive or leave their vehicles in the RVL at any time.  
194                   This includes golf carts.
- 195                   **5.8.7.** All QRVs will need to be driven or towed off the lot by the Lessees.
- 196                   **5.9.** The pedestrian gates must always be locked immediately after passing  
197                   through.
- 198                   **5.10.** No pets are allowed in the RVL other than to transfer the pet from one vehicle  
199                   to the other.
- 200                   **5.11.** The use of the Dump station is for Lessees only and all posted procedures  
201                   shall be strictly followed. Exceptions may be granted at the discretion of the  
202                   RD.
- 203                   **5.12.** QRV slide outs may not be extended except when using the charging station.
- 204                   **5.13.** Unless approved ~~in in section 6 writing by the RD~~, no work or maintenance  
205                   shall be done to any vehicle while in the RVL. No repairs shall take place at  
206                   the charging station.
- 207                   **5.14.** It is prohibited to level, support or raise QRV, trailers or vehicle frames with  
208                   anything other than permanently installed jacks.
- 209                   **5.15.** Wheel chocks, planks, bricks, wheel covers, etc., are not to be abandoned in  
210                   an unoccupied space or area. Abandoned materials may be discarded by the  
211                   GRF RVL Staff, without notice.
- 212                   **5.16.** Lessees are required to keep the area around their QRV clean and free of  
213                   debris and clutter at all times.
  - 214                   **5.16.1.** All trash is to be placed in trash containers.
  - 215                   **5.16.2.** No debris shall be tossed onto the ground.
- 216                   **5.17.** No hazardous materials are to be disposed of in the RVL (e.g., batteries,  
217                   tires, anti-freeze, or other vehicle fluids).
- 218                   **5.18.** Lessees should be conscious of standing water and make every effort to  
219                   avoid this (e.g., drain plug pulled, covers taut, etc.)
- 220                   **5.19.** Tarps and covers must not be frayed or torn or create an appearance  
221                   of neglect.
- 222                   **5.20.** Lot Access.
  - 223                   **5.20.1.** The RVL access shall only be granted to those ARs having a RVL  
224                   lease. A maximum of two (2) keys and two (2) remotes per space will  
225                   be issued. Keys and remotes are the property of the GRF and are



**Recreational Vehicle Lot (RVL) – Rules and Regulations**

226 issued by the RVL Attendant upon an AR signing a lease for a space.  
227 The AR will be the only one issued a key and remote for access to  
228 the RVL. A lessee may not give or loan their key or remote to anyone.

229 **5.20.2.** The RD will charge a deposit for the key and remote. This fee  
230 is refundable upon key and remote return to the RD. Altering  
231 or reprogramming remotes or duplicating the key, will result in  
232 disciplinary action and/or the termination of the RVL lease and/or tow  
233 of the QRV.

234 **5.20.3.** No one without a QRV in the RVL shall have a remote or key. Anyone  
235 else using a remote or key will be removed from the RVL, have the  
236 remote and key taken, and will no longer be allowed in the RVL, even  
237 as a guest.

238 **5.20.4.** A non-resident will not be allowed entry into the RVL without the  
239 Lessee being present. The Lessee must remain with the guest during  
240 the duration of their time in the RVL. The Lessee is responsible for  
241 their guests at all times. Non-residents are not permitted to drive in  
242 the RVL.

243 **5.20.5.** Letters authorizing entry to the RVL will not be allowed.

244 **5.21.** Damage caused to GRF property or another Lessee’s property must be  
245 reported to the RVL Attendant immediately or in his/her absence to the  
246 Security Department, and liability will be assumed by the damaging party.  
247 Failure to do so may result in penalties in accordance with the California DMV  
248 Code Section 20002.

249 **5.22. Sales**

250 **5.22.1.** Any QRV listed for sale shall be approved by the RVL Attendant and  
251 posted on the bulletin board by the lot entrance. All sales must be by  
252 the owner only. No second party or broker sales will be allowed in  
253 the RVL. No “For Sale” signs are to be posted on the QRV.

254 **5.22.2.** Anyone selling a QRV that belongs to another person can have their  
255 RVL privileges suspended or revoked, their lease canceled and/or  
256 the QRV towed.

257 **6. SAFETY AND GENERAL MAINTENANCE**

258 Approved lease holders of the Golden Rain Foundation, within areas defined within the  
259 terms of the approved lease, may perform the following safety and general  
260 maintenance:

261 **6.1. Safety Issue Items:**

262 **6.1.1. Replace headlights, marker lights, taillights**

263 **6.1.2. Replace broken mirrors**

264 **6.1.3. Replace wiper blades**

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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** MEMBER SERVICES COMMITTEE  
**BOARD ACTION:** RESCIND 37-1487.02-1, RECREATIONAL VEHICLE LOT (RVL) – VEHICLE MAINTENANCE

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### **Committee Approval:**

On April 11, 2024, the Administration Committee recommended the Board of Directors rescind 37-1487.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance.

### **Background:**

On February 27, 2018, the GRF Board of Directors moved to adopt policy 37-1487-.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance. This policy was last amended on April 26, 2022, with minor changes to include the addition on 1.10.

In an effort to facilitate residents' retrieval of Recreational Vehicle Lot policies, the Administration is recommending that policy 37-1487.02-1, Recreational Vehicle Lot (RVL)—Vehicle Maintenance, be rescinded and its contents placed in policy 70-1487-1B, Recreational Vehicle Lot (RVL)—Rules and Regulations.

### **Fiscal Impact:**

No predicted fiscal impact.

### **Recommendation:**

I move to rescind policy 37-1429.02-1, Recreational Vehicle Lot (RVL) – Vehicle Maintenance.



Recreational Vehicle Lot (RVL) – Vehicle Maintenance

Approved lease holders of the Golden Rain Foundation, within areas defined within the terms of the approved lease, may perform the following safety and general maintenance:

1. SAFETY ISSUE ITEMS:

- 1.1. Replace headlights, marker lights, taillights
1.2. Replace broken mirrors
1.3. Replace wiper blades
1.4. Replace cracked or broken Windows
1.5. Repair or replace flat or damaged tires, as approved by the RV Lot staff
1.6. Replace broken bay door latches/locks
1.7. Contain and mitigate any key fluid leaks
1.8. Repair or replace damaged roof access ladders
1.9. Repair or replace surge brakes on trailers
1.10. Please check with the Recreation Department Head (RDH) for any additional safety issues not listed.

2. GENERAL MAINTENANCE ITEMS:

- 2.1. Service or change out batteries that are easily accessible
2.2. Caulk and seal all exterior seams (to prevent potential water leaks/damage to interior of RV)
2.3. Inspect and fill up of all fluids (usually performed before and after a road trip)
2.4. Change out or clean air filters only
2.5. Repair or replace roof vents (cracked or broken vents may cause water damage if not replaced)
2.6. Replace broken or missing antennas
2.7. Repair or replace power jack on trailers
2.8. Repair or replace power cords

Document History

Adopted: 27 Feb 18 Amended: 23 Jul 19 Amended: 26 Apr 22

Keywords: RV Recreational Vehicle Maintenance Rules Recreation



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** MEMBER SERVICES COMMITTEE  
**BOARD ACTION:** RESCIND 37-1449-1, CALIFORNIA COVID ACTION LEVELS

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### **Committee Approval:**

On April 11, 2024, the Administration Committee recommended the Board of Directors rescind 37-1449-1, California Covid Action Levels.

### **Background:**

At its February 13, 2024, meeting, the Member Services Committee moved to recommend the GRF Board rescind all COVID-19 Emergency Operational Rules. The GRF Board rescinded all Emergency Operational Rules at their February 27, 2024 meeting.

The administration recommends that the Member Services rescind 37-1449-1, California COVID Action Levels.

### **Fiscal Impact:**

No predicted fiscal impact.

### **Recommendation:**

I move to rescind policy 37-1449-1, California COVID Action Levels.



California COVID Action Levels

1. **PURPOSE**

This document sets out the criteria and related evaluation tools to determine the opening and closing of Golden Rain Foundation (GRF) Trust properties in response to the change of Covid 19 conditions.

2. **CALIFORNIA COVID ACTION LEVELS**

2.1. Purple **Widespread** (Stay home lockdown)

2.2. Purple **Widespread**

2.3. Red **Substantial**

2.4. Orange **Moderate**

2.5. Yellow **Minimal**

2.6. The County must remain at lower tier statistics for 3 consecutive weeks before being changed to lower level.

3. **GRF CRITERIA FOR CHANGE OF TRUST PROPERTY USAGE**

3.1. Our urban location is surrounded by 3 large counties with tier ratings. GRF may consider its rating judgements based on the status of those 3 counties (Los Angeles, Riverside and San Bernardino) plus that of Orange County.

3.2. Many of our employees, vendors and Authorized Resident’s relatives and friends reside and work in those counties.

3.3. GRF will operate on the basis that moving to a lower level requires that 3 of the 4 counties are also on a lower level.

3.3.1. GRF **must** remain at the Orange county level as a minimum.

4. **HIGHEST EMERGENCY: PURPLE LEVEL (Stay at Home – Lockdown)**

4.1. GRF closes all Trust properties for recreational use. (Café, Mini-farms and RV Lot open with no staff support).

4.2. Only Security, Maintenance for plumbing and electrical emergencies, minimal Administration staffing. Some services may be provided via Zoom.

4.3. Masks must be worn by all staff.

4.4. Social distancing must be observed.

4.5. Masks must be worn when approaching any GRF employee.





California COVID Action Levels

38 5. **HIGHEST EMERGENCY: PURPLE LEVEL (MINIMAL OPENING FOR URGENT**  
39 **NEEDS)**

- 40
- 41 5.1. GRF closes most Trust properties for recreational use.
- 42 5.2. Only Security, Maintenance for plumbing and electrical emergencies, minimal
- 43 Administration staffing. Some services may be provided via Zoom.
- 44 5.3. Masks must be worn by all staff.
- 45 5.4. Social distancing must be observed.
- 46 5.5. Masks must be worn when approaching any GRF employee.

47

48 6. **PHASE ONE: RED LEVEL**

- 49
- 50 6.1. GRF may open Trust properties with Phase One procedures.
- 51 6.2. Masks must be worn when approaching any GRF employee.
- 52 6.3. Social distancing must be observed.
- 53 6.4. Masks must be worn as noted in procedures.

54

55 7. **PHASE TWO: ORANGE LEVEL**

- 56
- 57 7.1. GRF may open Trust properties with Phase Two procedures.
- 58 7.2. Masks must be worn when approaching any GRF employee.
- 59 7.3. Social distancing must be observed.
- 60 7.4. Masks must be worn as noted in procedures.

61

62 8. **PHASE THREE: YELLOW LEVEL**

- 63
- 64 8.1. GRF may open Trust properties with Phase Three procedures.
- 65 8.2. Masks must be worn when approaching any GRF employee.
- 66 8.3. Social distancing must be observed.
- 67 8.4. Masks must be worn as noted in procedures.

68

**Document History**

Adopted: 05 April 21

**Keywords:** COVID Criteria Levels Recreation

69



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** FACILITIES COMMITTEE  
**ACTION:** REQUEST FUNDING: SPEED CUSHIONS - FOUR LOCATIONS

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### **Committee Approval:**

At its April 2, 2024, meeting, the Facilities Committee recommended the GRF Board of Directors award MJ Jurado Inc. a contract for \$32,382, Capital Funding, to install speed cushions on El Dorado, Golden Rain, Saint Andrews, and Thunderbird and authorize the President to sign the contract.

### **Background:**

The GRF Board of Directors approved the installation of a speed cushion on Del Monte Road. Four other locations were selected at the same time. However, due to cost, the board delayed installing the additional areas until it could assess if the Del Monte site slowed traffic. Feedback was positive.

The Facilities Committee requested staff to determine costs for the additional four installations at El Dorado, Golden Rain, Saint Andrews, and Thunderbird (see attached). Locations have been approved by OCFA.

- CERTIFIED ROOFING APPLICATORS - \$34,850
- MJ JURADO INC. - \$32,382

### **Fiscal Impact:**

Funding to come from Capital.

### **Recommendation:**

I move to award MJ Jurado Inc. a contract for \$32,382, Capital Funding, to install speed cushions at El Dorado, Golden Rain, Saint Andrews, and Thunderbird and authorize the President to sign the contract.



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** OPERATIONS COMMITTEE  
**ACTION:** RESERVE FUNDING REQUEST: EVALUATE AND DESIGN THE SECURITY CAMERA SYSTEM

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### **Committee Approval:**

At its March 7, 2024, meeting, the Operations Committee recommended the GRF Board of Directors approve Castle Defense's performance of a site survey and camera system design plan for replacing the camera system at a cost of \$11,800 Reserve Funding, and authorize the President to sign the contract.

### **Background:**

The GRF camera system needs to be replaced. Some cameras are 20 years old and were even purchased by GRF as used. 28 cameras are no longer operational, and most of the remaining 110 cameras provide poor video quality. The disparate Network Video Recorders (NVR) are old, unable to be updated, and make it difficult to view and recover footage. They also lack storage space for storing footage. Many cameras also have deteriorated cabling that needs to be replaced.

Replacing this equipment with new cameras that have better resolution and built-in intelligence and acquiring a new platform with more storage and the ability to consolidate will improve the overall security community and help reduce liability.

This proposed site survey will provide GRF with detailed design and information to formalize a quote to replace the camera system.

The design will evaluate the best placement of cameras and determine areas where cameras can be consolidated using multi-sensor cameras. The design will also help consolidate the number of NVRs into a single recording platform.

### **Fiscal Impact:**

\$11,800 from Reserves. (See Attached Quote). If Castle Defense is used for the installation, 100% of the cost of this site survey and planning project will be credited toward the implementation costs.

**Recommendation:**

I move to approve Castle Defense's performance of a site survey and provision of a design for replacing the camera system at a cost of \$11,800 Reserve Funding and authorize the President to sign the contract.



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** AMEND 14-5506-3, REQUEST FOR PROPOSAL (RFP) REQUIREMENTS

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### **Committee Approval:**

On April 11, 2024, the Administration Committee recommended the Board of Directors amend 14-5506-3, Request For Proposal (RFP) Requirements.

### **Background:**

On August 11, 2023, the Administration Committee reviewed 14-5506-3, Request for Proposal Requirements, which had not been amended by the Board of Directors since July 2019. At its August 2023 meeting, the Administration Committee recommended the Board of Directors amend the rule, increasing the Executive Director's budgeted operating fund spending authority, which had not been raised for at least 17 years.

At its August 22, 2023, meeting, the Board of Directors voted to return the rule to the Administration Committee to address directors' questions concerning the Executive Director's authorization for Reserve expenditures and clarify the number of required bids for "solicited" bids.

The September 14, 2023, Administration Committee meeting considered the Board Directors' comments. The committee made minor language changes addressing the above issues and more explicitly defining emergency spending levels for senior directors. The committee determined to retain more stringent bid and authorization requirements for unbudgeted expenditures than budgeted expenditures. The Committee passed the modified document, but the revised 14-5506-3 was not submitted to the Board of Directors.

At its April 11, 2024, meeting, the Administration Committee amended the version of 14-5506-3 it had passed on September 14, 2023. The version here presented to the Board maintains the changes requested by the Board in August 2023. On the Executive Director's request, it withdraws the proposed hike in her position's level of spending authority for budgeted operating expenses. It remains at the same \$10,000 that was in place in December 2007.

Background:

A version of this rule dates to 1971. It establishes the procedures for the Foundation's proposal requests, including the budget-level authorizations and bid requirements assigned to the Executive Director and senior staff directors and those dollar amounts and funding classifications reserved for approval by the Board of Directors.

The amendments suggested in this proposal add more, and more precisely defined, budget-level categories and format them so staff members and Board Directors can more easily access procedures governing spending approvals. It makes no changes in the budgeting authorization levels established in previous versions of this rule approved by the Board of Directors.

**Fiscal Impact:**

No changes in this document will increase expenses or lower revenues for the Foundation.

**Recommendation:**

I move to amend 14-5506-3, Request for Proposal Requirements, reformatting information throughout.

**FINANCE**



**Request for Proposal (RFP) Requirements**

**1. PURPOSE**

The purpose of this section is to establish procedures governing formulation of contracts and/or purchases in connection with construction, repair, maintenance, alteration and operation of Golden Rain Foundation (GRF) Trust Property.

**2. GENERAL PROVISIONS**

**2.1. Competition**

All contracts and purchases made on behalf of the Golden Rain Foundation (GRF) for labor and/or materials shall be let by competitive bidding except as otherwise provided herein.

Excepted from the competitive requirements of this policy are contracts which, by their very nature, are impossible to award by competitive bidding, such as:

- 2.1.1. Replacement of equipment parts.
- 2.1.2. Public utilities, including water, light, and natural gas .
- 2.1.3. Professional or other personal services requiring special skills in which the personal qualifications of the individual are the determining factor.
- 2.1.4. Repair and maintenance work that cannot be described specifically as to character and/or extent prior to the start of the job. The intent of this exception is to clarify the Board's authority in all cases to expedite performance of essential work.
- 2.1.5. In circumstances in which no alternate proposals are available, the Committee may waive additional bid requirements.

**2.2. Conflict of Interest**

No Board member and/or employee of GRF shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any GRF operation. (See applicable policies.)

**3. REQUIREMENTS RELATING TO REQUESTS FOR PROPOSALS (RFP)**

To carry out the competitive intent of this policy, adequate publicity shall be given to potential bidders by the person responsible for the undertaking.

**3.1. Specifications**

The proposals-RFP shall describe the type of commodity or service sought in sufficient detail to assure that all bidders shall know exactly what their obligation will be, the exact nature of the work, the time and manner in which it is to be executed, and the nature, quality and grade of materials, together with any special requirements. All contract specifications shall be so established as to facilitate and encourage maximum competition.



## **FINANCE**

### **Request for Proposal (RFP) Requirements**

#### **3.2. Review of RFP**

When directed by the BOD and/or committee, RFP shall be submitted to the Board and/or committee initiating the request to determine the appropriateness of the bid documents.

#### **3.3. Qualified Proposals**

**3.3.1.** GRF shall qualify potential contractors, service providers, and/or material suppliers in connection with construction, alteration, and repair undertakings.

**3.3.2.** The qualifying process shall be designed to secure the best combination of service and value from the group of qualified bidders. GRF is under no obligation to select the lowest bid.

### **4. AUTHORIZATION AND BID REQUIREMENTS**

To ensure the most effective use of our resources the following outlines the requirements and authority for purchasing and contracting.

#### **4.1. Budgeted Expenses**

Budgeted expenses are those expenditures the Board of Directors have approved during the annual budgeting period that have been designated to pay for individual items or defined categories of expenses.

**4.1.1.** Proposals with annual value under \$1,000

**4.1.1.1.** Authorization: Senior Department Director or above.

**4.1.1.2.** One Bid required.

**4.1.2.** Proposals with annual value from \$1,001 to \$10,000

**4.1.2.1.** Authorization: Executive Director or majority vote of the Board of Directors.

**4.1.2.2.** One bid required.

**4.1.3.** Proposals with annual value from \$10,001 to \$25,000

**4.1.3.1.** Authorization: majority vote of the Board of Directors.

**4.1.3.2.** Required: Two solicited bids.

**4.1.4.** Proposals with annual value from \$25,000 to \$100,000.

**4.1.4.1.** Authorization: Majority vote of the Board of Directors.

**4.1.4.2.** Required: Three solicited bids.

**4.1.5.** Proposals with annual value greater than \$100,000

**4.1.5.1.** Authorization: Majority vote of the Board of Directors.

**4.1.5.2.** Required: Three solicited sealed bids.

#### **4.2. Unbudgeted and Reserve Expenses**

**4.2.1.** Proposals with annual value under \$1,000

**4.2.1.1.** Authorization: Senior Department Director or above.

**4.2.1.2.** No bid required.





## FINANCE

### Request for Proposal (RFP) Requirements

- 4.2.2. Proposals with annual value from \$1,001 to \$25,000
  - 4.2.2.1. Authorization: Majority vote of the Board of Directors.
  - 4.2.2.2. One bid required.
- 4.2.3. Proposals with annual value over \$25,000
  - 4.2.3.1. Authorization: Majority vote of the Board of Directors.
  - 4.2.3.2. Required: Three solicited bids.
- 4.2.4. Proposals with annual value greater than \$100,000
  - 4.2.4.1. Authorization: Majority vote of the Board of Directors.
  - 4.2.4.2. Three solicited sealed bids required, which shall include the cost for performance and completion bonds.

#### 4.3. Capital Expenditures

All expenditures from the Capital Fund must be approved by a majority vote of the Board of Directors.

### 5. Exceptions to RFP Requirements

#### 5.1. Negotiated Awards

- 5.1.1. RFPs for the period of one year will be requested for a contractor of record in the areas of landscape, streets, electric and painting. Proposals will include prices for labor and materials most commonly used for each type of work to be included in the annual contract.

#### 5.2. Emergencies

- 5.2.1. If a Scheduled Maintenance, Replace or Repair (MRR) of major components/assets is required as a result of an emergency affecting public health, welfare, safety, or convenience, it shall be GRF policy to let contracts without a formal call for proposals ~~only~~ to the extent necessary to meet the emergency.

In such emergencies, the Executive Director, or in the Executive Director's absence, their designee, is hereby authorized to negotiate and award contracts on a lump-sum or cost-plus-fixed-fee basis without due notification to the Board of Directors in amounts that do not exceed \$25,000. All emergency authorizations must be verified to the Board of Directors in writing within five (5) business days after the purchase is made.

- 5.2.2. Emergency Expenditures Authorizations for MRRs Above \$25,000

- 5.2.2.1. \$25,001-\$50,000: Approval of at least two Board Directors, and ratification at the Board's next General Session.
- 5.2.2.2. \$50,001-\$75,000: Approval of at least four Board Directors, and ratification at the Board's next General Session.
- 5.2.2.3. More than \$75,000: Majority Board approval at an emergency meeting of the Board of Directors.



## **FINANCE**

### **Request for Proposal (RFP) Requirements**

#### **5.3. Contracts for Supplies and Materials**

The Executive Director is hereby authorized to initiate the purchase of supplies and materials on a negotiated basis under the following circumstances:

**5.3.1.1.** In case of emergencies as previously defined.

**5.3.1.2.** When the call for proposals-RFP fails to produce a reasonable proposal that complies with the specifications at an amount within the lowest limits within which GRF finds it appropriate to make an award, provided that said award shall not be made on terms less favorable than the best proposal received in response to previous calls for proposals.

**5.3.1.3.** When proposals are rejected because of conflict of interest.

**5.3.1.4.** When market conditions force distress sales and GRF is thereby enabled to realize a better price than competitive bidding would normally produce.

**5.3.2.** When purchasing non-competitive commodities.

#### **5.4. Sustained Service Contracts**

Any maintenance or management service with an annual value over \$50,000, including those with attorneys or certified public accountants, must undergo a full bidding process at least every five years unless the Board specifically approves otherwise.

#### **5.5. Master Service Agreement**

The Master Service Agreement (MSA), the GRF's standard form of contract approved by Legal Counsel, is required for all projects over \$10,000. The MSA should be reviewed and updated by the Foundation's attorney at least once every three-to-four years.

#### **5.6. Blanket Purchase Orders for Proprietary, Operating Emergency and Special Use Items.**

The Executive Director is hereby authorized to award contracts on a negotiated basis for services, supplies and materials on a negotiated basis on blanket purchase orders where the total purchases chargeable to any one of such orders does not exceed \$10,000 or an amount included within a defined budget.

## **6. RECEIPT AND OPENING OF PROPOSALS**

### **6.1. Receiving and Opening Sealed Proposals**

**6.1.1.** All calls for proposals shall include instructions that inform the bidders as to how, when, and where the proposal is to be submitted.



## **FINANCE**

### **Request for Proposal (RFP) Requirements**

#### **6.2. Rejection of Proposals**

6.2.1. GRF shall reserve the right to reject any or all proposals for any reason.

### **7. CONTRACT AWARDS**

#### **7.1. Award of Contract**

The contract shall be awarded in the interest of ultimate economy or expeditious administration.

#### **7.2. Budget Authorization**

Contracts shall not be awarded in amounts that may cause GRF to incur expenditures exceeding its most recently approved budget, except in the case of an emergency, as provided herein.

#### **7.3. Delegation to Award Contracts**

No agent or employee of GRF shall have the power or authority to bind GRF by any contract unless specific or general authorization is granted by the GRF Board of Directors. Pursuant to the intent of these provisions, general authorization to award contracts is hereby granted as follows:

7.3.1. The Executive Director, or in the Executive Director's absence, their designee, is authorized to award contracts not exceeding \$10,000 provided that such contracts and/or amounts have been included within the approved budget.

7.3.2. The Purchasing Manager or such persons designated by the Executive Director are authorized to award, per budget, contracts necessary to maintain inventories of supplies, materials and equipment.

#### **7.4. Surety and Guaranties**

The Executive Director and other persons authorized to award contracts may require such surety bonds or guaranties, including proposal, payment, performance or other type of bonds and in such amounts as will adequately protect the interests of GRF in the event of default.

7.4.1. GRF new vendor forms must be completed for all purchases from a new vendor and the appropriate insurance documentation/certificates and W9 received prior to the processing of the first payment.

7.4.2. Performance and completion bonds are required for all construction projects where the cost for construction is estimated to be \$100,000 or more.

#### **7.5. Notification to Unsuccessful Bidders**

The department responsible for contract shall notify all bidders of the date of the award.



## **FINANCE**

### **Request for Proposal (RFP) Requirements**

#### **8. CONTRACT PREPARATION**

##### **8.1. Standard Form**

To facilitate and expedite the preparation and execution of contracts, a standardized GRF contract (MSA) shall be used.

##### **8.2. Preparation of Contract**

When the MSA is not appropriate, the staff member responsible for the undertaking shall submit to the appropriate committee a memorandum requesting the preparation of a contract.

##### **8.3. Contract Execution**

8.3.1. The Executive Director is authorized to execute contracts in amounts that do not exceed \$10,000.

8.3.2. All other contracts will be executed by the Board Officer or Officers, or staff member authorized to execute the contract in the award resolution.

#### **9. CONTRACT PERFORMANCE AND TERMINATION**

##### **9.1. Proceed Order**

Except in emergency situations, contractors shall not be given authorization to proceed unless and until the contract is executed by both parties.

##### **9.2. Compliance with Terms of Contract**

The Executive Director or a designated representative shall be responsible for determining that each contractor complies fully with the terms of the contract.

##### **9.3. Inspection**

The Executive Director or such person designated shall provide adequate inspection to assure that contract performance complies with plans and specifications.

##### **9.4. Contract Changes**

9.4.1. In the case of a contract awarded, the designated representative may authorize a change in the scope of the work or other terms of the contract, provided that the cost of the change does not exceed the approved contingency amount and that the authorizing committee is notified at its next meeting.

9.4.2. In the case of a contract awarded in which, the cost of any change is more than the approved contingency amount, the change must be submitted to the awarding authority for action.



**FINANCE**

**Request for Proposal (RFP) Requirements**

**9.5. Termination**

When a contractor has discharged their obligation or when GRF otherwise determines to cancel any outstanding contracts, the authorized representative shall execute such documents as may be necessary to terminate the contractual relationship and consummate final settlement.

**9.6. Warranties**

The responsible parties for the contract or purchase undertaking shall record guaranties and warranties and shall be responsible for seeing that the terms of any warranty or guaranty are performed by the contractor, service provider and/or material supplier and enforced by GRF.

**10. PROCUREMENT SERVICES AVAILABLE TO MUTUAL BOARDS**

Designated persons shall be permitted to provide procurement services to any Mutual Board requesting service in accordance with this policy.

The Mutual Board request for service should specify, in writing, any variations from the policy in the request, at possible additional cost.

**11. RFP RETENTION**

All submitted bid packages will be retained per retention procedures per 42-5046-3.

**Document History**

Adopted: 16 Nov 71	Amended: 16 Oct 73	Amended: 21 Oct 75
Amended: 17 Jan 78	Amended: 15 Sep 81	Amended: 16 Jul 85
Amended: 18 Nov 97	Amended: 20 Jan 98	Amended: 18 Dec 07
Amended: 05 Sep 18	Amended: 23 Oct 18	Amended: 23 Jul 19
Reviewed: 19 Oct 20		

**Keywords:** RFP                      Proposal              Bid                      Finance              Contract



**FINANCE**

**Request for Proposal (RFP) Requirements**

**1. PURPOSE**

The purpose of this section is to establish procedures governing formulation of contracts and/or purchases in connection with construction, repair, maintenance, alteration and operation of Golden Rain Foundation (GRF) Trust Property.

**2. GENERAL PROVISIONS**

**2.1. Completion Competition**

All contracts and purchases made on behalf of the Golden Rain Foundation (GRF) for labor and/or materials shall be let by competitive bidding except as otherwise provided herein.

Excepted from the competitive requirements of this policy are contracts which, by their very nature, are impossible to award by competitive bidding, such as:

- 2.1.1. Replacement of equipment parts.
- 2.1.2. Public utilities, including water, light, ~~and natural gas heat, and telephone.~~
- 2.1.3. Professional or other personal services requiring special skills in which where the personal qualifications of the individual are the determining factor.
- 2.1.4. Repair and maintenance work ~~that which~~ cannot be described specifically as to character and/or extent prior to the start of the job. The intent of this exception is to clarify make clear the Board's authority ~~of the Board in all cases~~ to ~~arrange for the~~ expeditious performance of essential work ~~in all cases.~~
- 2.1.5. In Circumstances in which where no alternate proposals are available, the Committee may waive additional bid requirements.

**2.2. Conflict of Interest**

No Board member and/or employee of GRF shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any GRF operation. (See applicable policies.)

**3. REQUIREMENTS RELATING TO REQUESTS FOR PROPOSALS (RFP)**

To carry out the competitive intent of this policy, adequate publicity shall be given to potential bidders by the person responsible for the undertaking.

~~3.1. Proposals under \$25,000~~

~~Contract undertakings involving an estimated expenditure of less than \$25,000 shall not be subject to specific requirements relating to competitive bidding or publicity; however, it shall be the expressed intent of this policy that proposals, either verbal or written, shall be obtained to the fullest extent consistent with expeditious~~



## FINANCE

### Request for Proposal (RFP) Requirements

~~administration and the protection of the best interest of the GRF and a record of said proposals shall be maintained.~~

#### ~~3.2. Proposals from \$25,000 to \$100,000~~

~~Proposals to award contracts where the estimated expenditure is greater than \$25,000 and less than \$100,000 shall call for written competitive proposals, either sealed or open.~~

#### ~~3.3. Proposals in Excess of \$100,000~~

~~Except as otherwise provided in this policy, all proposals to award contracts in excess of \$100,000 shall call for sealed proposals unless authorized by committee and/or board.~~

~~All proposals for contracts where the estimated expenditure for construction work is in excess of \$100,000 shall include the cost for performance and completion bonds.~~

#### ~~3.4.3.1. Specifications~~

The proposals-RFP shall describe the type of commodity or service sought in sufficient detail to assure that all bidders shall know exactly what their obligation will be, the exact nature of the work, the time and manner in which it is to be executed, and the nature, quality and grade of materials, together with any special requirements. All contract specifications shall be so established as to facilitate and encourage maximum competition.

#### ~~3.5.3.2. Review of RFP~~

When directed by the BOD and/or committee, RFP shall be submitted to the Board and/or committee initiating the request to determine the appropriateness of the bid documents.

#### ~~3.6.3.3. Qualified Proposals~~

~~3.6.1.3.3.1. GRF shall qualify potential contractors, service providers, and/or material suppliers in connection with construction, alteration, and repair undertakings.~~

~~3.3.2. The qualifying process shall be designed to secure the best combination of service and value from the group of qualified bidders. GRF is under no obligation to select the lowest bid product at the lowest long-term cost.~~

## 4. AUTHORIZATION AND BID REQUIREMENTS

To ensure the most effective use of our resources the following below outlines the requirements and authority for purchasing and contracting. For a reserve item expenditure that is planned on the Reserve Study within 18 months, that item will be considered "budgeted" whether on the specific year's approved reserve budget or not.



## FINANCE

### Request for Proposal (RFP) Requirements

#### 4.1. Budgeted Expenses

Budgeted expenses are those expenditures the Board of Directors have approved during the annual budgeting period that have been designated to pay for individual items or defined categories of expenses.

4.1.1. Proposals with annual value under \$1,000

4.1.1.1. Authorization: Senior Department Director or above.

4.1.1.2. One Bid required.

4.1.2. Proposals with annual value from \$1,001 to \$10,000

4.1.2.1. Authorization: Executive Director or mMajority vote of the Board of Directors.

4.1.2.2. One bid required.

4.1.3. Proposals with annual value from \$10,001 to \$25,000

4.1.3.1. Authorization: mMajority vote of the Board of Directors.

4.1.3.2. Required: Two solicited bids ~~required~~.

4.1.4. Proposals with annual value from \$25,000 to \$100,000.

4.1.4.1. Authorization: MExecutive Director of Majority vote of the Board of Directors.

4.1.4.2. Required: Three solicited bids ~~required~~.

~~Proposals with annual value greater than \$50,000~~

~~Authorization: Majority vote of the Board of Directors.~~

~~Three bids required.~~

4.1.5. Proposals with annual value greater than \$100,000

4.1.5.1. Authorization: Majority vote of the Board of Directors.

4.1.5.2. Required: Three solicited sealed bids ~~required~~.

#### 4.2. Unbudgeted and Reserve Expenses

4.2.1. Proposals with annual value under \$1,000

4.2.1.1. Authorization: Senior Department Director or above.

4.2.1.2. No bid required.

4.2.2. Proposals with annual value from \$1,001 to \$25,000~~10,000~~

4.2.2.1. Authorization: Majority vote of the Board of Directors.

4.2.2.2. One bid required.

~~Proposals with annual value from \$10,001 to \$25,000~~

~~Authorization: Majority vote of the Board of Directors.~~

~~One bid required.~~

4.2.3. Proposals with annual value over \$25,000

4.2.3.1. Authorization: Majority vote of the Board of Directors.

4.2.3.2. Required: Three solicited bids ~~required~~.

4.2.4. Proposals with annual value greater than \$100,000

4.2.4.1. Authorization: Majority vote of the Board of Directors.

3.6.1.1.4.2.4.2. Three solicited sealed bids required, which shall include the cost for performance and completion bonds.

#### 4.3. Capital Expenditures

All expenditures from the Capital Fund must be approved by a majority vote of the





## FINANCE

### Request for Proposal (RFP) Requirements

#### Board of Directors.

#### ~~3.6.2.~~

#### ~~4.5.~~ Exceptions to RFP Requirements (Negotiated Awards)

#### ~~4.1.5.1.~~ Negotiated Awards

~~4.1.1.5.1.1.~~ Annual RFP's for the period of one year will be requested for a contractor of record ~~for the period of one (1) year~~ in the areas of landscape, streets, electric and painting. Proposals will include prices for labor and materials most commonly used for each type of work to be included in the annual contract.

#### ~~4.1.2.5.2.~~ Emergencies Contracts for Labor and Materials.

~~4.1.3.5.2.1.~~ If a Scheduled Maintenance, Replace or Repair (MRR) of major components/assets is required as a result of an emergency affecting public health, welfare, safety, or convenience, it shall be GRF the policy of GRF to let contracts without a formal call for proposals only to the extent necessary to meet the emergency.

In such emergencies, the Executive Director, or in the Executive Director's absence, their designee, is hereby authorized to negotiate and award contracts on a lump-sum or cost-plus-a affixed-fee basis without due notification to the Board of Directors , as the conditions may require, in amounts that which do not exceed \$25,000— \$10,000 without due notification to the Board of Directors. All emergency authorizations must be verified to the Board of Directors in writing within five (5) business days after the purchase is made.

#### ~~5.2.2.~~ Emergency Expenditures Authorizations for MRRs Above \$25,000

~~5.2.2.1.~~ \$25,001-\$50,000: Approval of at least two Board Directors, and ratification at the Board's next General Session.

~~5.2.2.2.~~ \$50,001-\$75,000: Approval of at least four Board Directors, and ratification at the Board's next General Session.

~~4.1.3.1.5.2.2.3.~~ More than \$75,000: Majority Board approval at an emergency meeting of the Board of Directors.

#### ~~4.1.4.5.3.~~ Contracts for Supplies and Materials

The Executive Director is hereby authorized to initiate the purchase of supplies and materials on a negotiated basis under the following circumstances:

~~4.1.4.1.5.3.1.1.~~ In case of emergencies as previously defined.

~~4.1.4.2.5.3.1.2.~~ When the call for proposals-RFP fails to produce a reasonable proposal that complies with the specifications at an amount within the lowest limits within which GRF finds it appropriate to make an award, provided that said award shall



## FINANCE

### Request for Proposal (RFP) Requirements

not be made on terms less favorable than the best proposal received in response to previous calls for proposals.

~~4.1.4.3.~~5.3.1.3. When proposals are rejected because of conflict of interest.

~~4.1.4.4.~~5.3.1.4. When market conditions force distress sales and GRF is thereby enabled to realize a better price than competitive bidding would normally produce.

~~4.1.5.~~5.3.2. When purchasing non-competitive commodities.

#### 5.4. Sustained Service Contracts

Any maintenance or management service with an annual value over \$50,000, including those with attorneys or certified public accountants CPAs, must undergo a full bidding process at least every five years unless the Board specifically approves otherwise.

#### 5.5. Master Service Agreement

To facilitate and expedite the preparation and execution of contracts, standardized GRF contract should be used. The Master Service Agreement (MSA), the GRF's standard form of contract approved by Legal Counsel, is required for all projects over \$10,000. The MSA should be reviewed and updated by the Foundation's attorney at least once every three-to-four years.

~~4.1.6.~~5.6. **Blanket Purchase Orders for Proprietary, Operating Emergency and Special Use Items.** The Executive Director is hereby authorized to award contracts on a negotiated basis for services, supplies and materials on a negotiated basis on blanket purchase orders where the total purchases chargeable to any one of such orders does not exceed \$10,000 or an amount included within a defined budget.

### 5.6. RECEIPT AND OPENING OF PROPOSALS

#### 5.1.6.1. Receiving and Opening Sealed Proposals

~~5.1.1.~~6.1.1. All calls for proposals shall include instructions ~~which~~that inform the bidders as to how, when, and where the proposal is to be submitted.

#### 5.2.6.2. Rejection of Proposals

~~5.2.1.~~6.2.1. GRF shall reserve the right to reject any or all proposals for any reason.

### 6.7. CONTRACT AWARDS

#### 6.1.7.1. Award of Contract



## FINANCE

### Request for Proposal (RFP) Requirements

The contract shall be awarded in the interest of ultimate economy or expeditious administration.

#### **6.2.7.2. Budget Authorization**

Contracts shall not be awarded in amounts ~~that which~~ may cause GRF to incur expenditures ~~exceeding in violation of~~ its most recently approved budget, except in the case of an emergency, as provided herein.

#### **6.3.7.3. Delegation to Award Contracts**

No agent or employee of GRF shall have the power or authority to bind GRF by any contract unless specific or general authorization is granted by the GRF Board of Directors. Pursuant to the intent of these provisions, general authorization to award contracts is hereby granted as follows:

**6.3.1.7.3.1.** The Executive Director, ~~or in the Executive Director's absence, their designee~~, is authorized to award contracts not exceeding \$10,000 provided that such contracts and/or amounts have been included within the approved budget.

**6.3.2.7.3.2.** The Purchasing Manager or such persons designated by the Executive Director are authorized to award, per budget, contracts necessary to maintain inventories of supplies, materials and equipment.

#### **6.4.7.4. Surety and Guaranties**

The Executive Director and other persons authorized to award contracts may require such surety bonds or guaranties, including proposal, payment, performance or other type of bonds and in such amounts as will adequately protect the interests of GRF in the event of default.

**7.4.1.** ~~GRF new vendor forms must be completed for all purchases from a new vendor and the appropriate insurance documentation/certificates and W9 received prior to the processing of the first payment.~~

**6.4.1.7.4.2.** Performance and completion bonds are required for all construction projects where the cost for construction is estimated to be \$100,000 or more.

#### **6.5.7.5. Notification to Unsuccessful Bidders**

The department responsible for contract shall notify all bidders of the date of the award.

### **7.8. CONTRACT PREPARATION**

#### **7.1.8.1. Standard Form**

To facilitate and expedite the preparation and execution of contracts, a standardized GRF contract ~~(MSA)~~ shall be used.

#### **7.2.8.2. Preparation of Contract**



## FINANCE

### Request for Proposal (RFP) Requirements

When ~~re~~ the ~~standard form of contract~~ MSA, ~~approved by Legal Counsel~~, is not appropriate, the staff member responsible for the undertaking shall submit to the appropriate committee a memorandum requesting the preparation of a contract.

#### ~~7.3.~~8.3. **Contract Execution**

8.3.1. The Executive Director is authorized to execute contracts in amounts that ~~which~~ do not exceed \$10,000.

~~7.3.1.~~ 8.3.2. All other contracts will be executed by the Board Officer or Officers, or staff member authorized to execute the contract in the award resolution.

### 8.9. CONTRACT PERFORMANCE AND TERMINATION

#### ~~8.1.~~9.1. **Proceed Order**

Except in emergency situations, ~~C~~contractors shall not be given authorization to proceed unless and until the contract is executed by both parties, ~~except in the case of emergency.~~

#### ~~8.2.~~9.2. **Compliance with Terms of Contract**

The Executive Director or a designated representative shall be responsible for determining ~~seeing~~ that each contractor complies fully with the terms of the contract.

#### ~~8.3.~~9.3. **Inspection**

The Executive Director or such person designated shall provide adequate inspection to assure that contract performance complies with plans and specifications.

#### ~~8.4.~~9.4. **Contract Changes**

~~8.4.1.~~9.4.1. In the case of a contract awarded, the designated representative may authorize a change in the scope of the work or other terms of the contract, provided that the cost of the change does not exceed the approved contingency amount and that ~~notify~~ the authorizing committee is notified at its next meeting.

~~8.4.2.~~9.4.2. In the case of a contract awarded in which, ~~any change where~~ the cost of any ~~the~~ change is more than the approved contingency amount, the change must be submitted to the awarding authority for action.

#### ~~8.5.~~9.5. **Termination**

When a contractor has discharged their obligation or when GRF otherwise determines to cancel any outstanding contracts, the authorized representative shall execute such documents as may be necessary to terminate the contractual relationship and consummate final settlement.



**FINANCE**

**Request for Proposal (RFP) Requirements**

**8.6-9.6. Warranties**

The responsible parties for the contract or purchase undertaking shall record guaranties and warranties and shall be responsible for seeing that the terms of any warranty or guaranty are performed by the contractor, service provider and/or material supplier and enforced by GRF.

**9.10. PROCUREMENT SERVICES AVAILABLE TO MUTUAL BOARDS**

Designated persons shall be permitted to provide procurement services to any Mutual Board requesting service in accordance with this policy.

The Mutual Board request for service should specify, in writing, any variations from the policy in the request, at possible additional cost.

**10.11. RFP RETENTION**

All submitted bid packages will be retained per retention procedures per [2042-5046-3](#).

**Document History**

Adopted: 16 Nov 71	Amended: 16 Oct 73	Amended: 21 Oct 75
Amended: 17 Jan 78	Amended: 15 Sep 81	Amended: 16 Jul 85
Amended: 18 Nov 97	Amended: 20 Jan 98	Amended: 18 Dec 07
Amended: 05 Sep 18	Amended: 23 Oct 18	Amended: 23 Jul 19
Reviewed: 19 Oct 20		

**Keywords:** RFP                      Proposal              Bid                      Finance              Contract



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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** MEMBER SERVICES COMMITTEE  
**BOARD ACTION:** AMEND 13-5092-1, GRF DIRECTOR CODE OF ETHICS

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### **Committee Approval:**

On March 13, 2024, as part of its biennial review of all the committee's governing documents, the Administration Committee recommended the Board of Directors amend 13-5092-1, GRF Director Code of Ethics. The proposal was submitted to the Board of Directors' March 26, 2024 meeting. The Board voted to reject the motion.

After the Board's March vote defeating the proposed rule, the GRF President asked the Directors to detail changes to the rule's language. The President also requested GRF counsel to review the proposed rule. On April 8, 2024, counsel approved the proposed rule's text. The Directors' comments and counsel's review of the document were shared with the Board of Directors on April 19, 2024.

The Board of Directors is again requested to amend 13-5092-1, GRF Director Code of Ethics.

### **Background:**

The Code of Ethics guiding the behavior of the GRF Board of Directors members was last amended in February 2022. The Administration Committee perceived that several of the desired behaviors listed in the rule's section 1 were not among the behaviors listed in section 2 that could be sanctioned by the Board of Directors through its censure process. The Administration Committee's suggested amendments more explicitly define behaviors or omissions subject to the censure process.

After the Board's March vote defeating the proposed rule, the GRF President solicited suggestions from the Directors concerning changes they wished. The President also requested the GRF corporate counsel to review the proposed rule.

### **Fiscal Impact:**

No expected fiscal impact.

### **Recommendation:**

I move to amend 13-5092-1, GRF Director Code of Ethics, modifying language throughout.

**ADMINISTRATION**

**Code of Ethics**

1  
 2 TheAs members of the Golden Rain Foundation (GRF) Board of Directors (BOD), ~~we~~  
 3 recognize the importance of ethical principles that guide their~~our~~ actions. This Code  
 4 provides a guide to ethical decision-making.

5  
 6 **1.** Board members understand they are held to a higher standard. Board members  
 7 will:

- 8 **1.1.** Provide the highest level of service through accurate, unbiased, and  
 9 courteous actions;
- 10 **1.2.** Distinguish between personal convictions and professional duties and not  
 11 allow personal beliefs to interfere with fair representation of the entire  
 12 LWSB Community;
- 13 **1.3.** Perform fiduciary duties by acting in good faith to promote the best  
 14 interest of the Trust through reasonable inquiry and investigation;
- 15 **1.4.** Disclose to the BOD financial or personal conflicts of interest relating to  
 16 the business of the GRF;
- 17 **1.5.** Recuse themselves and abstain from voting on any issue where the BOD  
 18 determines a reasonable expectation of a conflict of interest.

19  
 20 **2.** A Board member may be reprimanded or censured for the following acts:

- 21 **2.1.** Discloses confidential information before that information has been  
 22 officially announced by the Board’s designees. This duty survives a  
 23 director’s term in office;
- 24 **2.2.** Creates a hostile or disruptive work environment for employees or other  
 25 Directors through their words, behaviors or actions;
- 26 **2.3.** Fails to act in a civil and respectful manner in all their interactions as a  
 27 member of the Board;
- 28 ~~2.3.~~ Commits an intentional act or intentional omission that creates a threat to  
 29 any individual, the GRF, or the community;
- 30 **2.4.**
- 31 ~~2.5.~~ Makes public statements against any official decision  
 32 made by a majority of the Board of Directors;
- 33 **2.5.** Fails to comply with the law, or GRF’s governing documents, policies, and  
 34 procedures;
- 35 **2.6.** Fails to disclose any personal conflicts of interest related to the business  
 36 of the GRF, and recuse themselves from discussion and voting on any  
 37 such issue;
- 38 **2.7.** Persistently fails to perform reasonable inquiry and investigation in service  
 39 of their fiduciary duty to fairly represent the entire community’s interests;
- 40 ~~2.8.~~ Fails to attend three consecutive months of regularly scheduled BOD  
 41 meetings without prior notice.
- 42 **2.8.**
- 43



ADMINISTRATION

Code of Ethics

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Draft Approved by GRF Corporate Counsel: April 8, 2024

Document History

Adopted: 24 Jan 17	Amended: 12 May 17	Amended: 27 Mar 18
Amended: 23 Jul 19	Amended: 24 Aug 21	Comm. Name Chg. 24 Aug 21
Amended: 26 Oct 21	Amended: 22 Feb 22	

Keywords: ~~GRF~~ Ethics Code Board of Directors GRF  
Administration  
Committee

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Brown copy: Corporate Attorney's amendments to March BoD version





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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**ACTION:** AMEND 13-5092-3, GRF DIRECTOR CENSURE PROCEDURES

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### **Committee Approval:**

At its April 11, 2024, meeting, the Administration Committee recommended the GRF Board of Directors amend policy 13-5092-3, GRF Director Censure Procedures.

### **Background:**

In its obligation to review all GRF rules under its purview every two years, the Administration Committee reviewed 13-5092-3, GRF Director Censure Procedures, on April 11, 2024. The policy was last amended by the GRF Board in December 2021.

The changes proposed by the Administration Committee expand the number of Director complaints necessary to initiate a censure hearing. They also give more flexibility in proposing penalties to the Board panel hearing the case. The previous policy limited the Board to a single duration of censure: until the end of the current term, which in practice required a duration of punishment the same offense to be imposed on a director, which could last between 2 weeks and 11 months. The new policy permits the Board to dictate a term of censure lasting from not less than 1 month to not more than 12 months.

While maintaining the 2/3 vote of the non-offending Directors to affirm any charges, the proposed rule also explicitly defines the proportion of the quorum necessary to impose sanctions against a Director, which was not included in the standing version. The proposed rule also protects a sanctioned GRF Director's right to be nominated for a GRF officer's position in the term following that in which they were sanctioned.

On April 8, 2024, the Foundation's attorney reviewed the proposed policy and approved this version to be considered by the Administration Committee and then the Board of Directors.

### **Fiscal Impact:**

No predicted fiscal impact.

### **Recommendation:**

I move to amend policy 13-5092-3, GRF Directors Censure Procedures, with language changes throughout.

Golden Rain Foundation Board Directors Censure Procedure



If the action(s) of one or more Golden Rain Foundation (GRF) Directors fail to follow the precepts of the Code of Ethics and Conduct (13-3052-1) other members of the Board of Directors (BOD) may act to censure that Director(s).

1. DIRECTOR CENSURE

- 1.1. A censure is the process by which the GRF BOD, acting by a two-thirds (2/3) majority vote of the non-offending Directors (the named Director(s) cannot vote per Robert’s Rules of Order), can condemn the action(s) or reprimand a fellow Director(s).
1.2. Chart illustrating two-thirds (2/3) majority.

Table with 2 columns: Number of Directors, Two-thirds Majority. Rows include values from 18 down to 10.

2. MOTION TO CENSURE AND NOTICE

- 2.1 A “Motion to Censure” form including at least five (5) Directors’ signatures must be submitted to the President, who will schedule and preside over the hearing at a special executive session of the BOD.
2.2 If the Presiding Officer elects not to place the motion on the agenda of a special executive session, any five (5) Directors may request a special executive session.
2.3 The Executive Director’s office will provide notice to Director(s) subject to censure at least ten (10) calendar days prior to the censure hearing via U.S. Mail and GRF email, and place copies in the Director(s)’ GRF Mailbox.

**Golden Rain Foundation Board Directors Censure Procedure**

the location, date, and time of the meeting when censure will be considered.

- 2.4 The BOD shall be provided at least five (5) calendar days advance written notice of the special executive session considering a censure action. The notification shall include a copy of the submitted Motion to Censure form, and specify the meeting's date, time and location. The Executive Director's office shall send the notification by U.S. Mail and GRF email, and place copies in the Directors' GRF mailboxes.
- 2.5 Director(s) subject to censure may provide a written response and supporting documentation to all BOD members no later than two (2) business days prior to the meeting. Director(s) shall also be provided an opportunity at the meeting to respond to the reason for censure.

**3. CENSURE HEARING**

- 3.1. All proceedings related to a censure shall be conducted in a closed executive session meeting. The Director(s) subject to the censure may not elect to hold the proceedings in an open, public session.
- 3.2. The censure motion may be debated, and the Director(s) subject to censure may participate. Following this general discussion, the Director(s) subject to censure must leave the room. A private discussion of the remaining Directors may then ensue, followed by a vote of those Directors. The Board members voting may take one of the following actions:
  - 3.2.1. By a simple majority of a quorum of the non-offending directors, postpone the motion for any reason, including, but not limited to, the desire of the majority to gather additional information and/or permit the director(s) to respond further.
  - 3.2.2. By a two-thirds (2/3) majority of a quorum of the non-offending directors, approve the motion.
  - 3.2.3. If the censure resolution does not obtain at least a two-thirds affirmative vote of the quorum of non-offending directors, the motion is defeated.
- 3.3. Written notice of the BOD's decision shall be sent to the named Director(s) by U.S. Mail and GRF email no more than fifteen (15) calendar days following the meeting.

**4. ENFORCEMENT PROCEDURES**

- 4.1. If the "Motion to Censure" is passed, a simple majority of the quorum of non-offending Director(s) may determine that one or more of the following disciplinary actions be applied to the offending Director(s) for a period ranging from not less than one month to not more than 12 months:

**Golden Rain Foundation Board Directors Censure Procedure**



- 3.1.1 Warning/Education;
- 3.1.2 Removal and disqualification from corporate office;
- 3.1.3 Removal as a committee chair;
- 3.1.4 Removal from committee(s);
- 3.1.5 Request for resignation.
- 4.2. For offenses relating to the disclosure of confidential or sensitive information, two-thirds (2/3) of the majority of quorum of the non-offending Director(s) may vote to bar the offender(s) from access to confidential information and executive sessions.
- 4.3. In addition to the penalties described above, if at any time a Director(s) subjects GRF to financial risk, or is formally charged with a crime, the Board of Directors can sanction the offending Director through these actions:
  - 4.3.1. Director(s) may be subject to independent legal action by GRF.
  - 4.3.2. Director(s) may be removed from the GRF directors and officers liability coverage.
- 4.4. With the exception of a Board decision removing an offending Director from an officer’s position, censure penalties remain in effect for not less than one month nor longer than 12 months from the postmarked date of the Board’s letter detailing its judgment. A censured Director may occupy a Board office during the Board term following the term in which they were censured.
- 5. The decision of the BOD cannot be appealed.

**Draft approved by Corporate Counsel: April 8, 2024**

**Document History**

Adopted:	24 Jan 17	Reviewed:	12 May 17	Amended:	22 May 18
Amended:	23 Jul 19	Reviewed:	13 Mar 20	Comm. Name Chg.	24 Aug 21
Amended:	21 Dec 21				

**Keywords:** GRF                      Censure              Board of              Conduct  
 Administration                      Directors  
 Committee

**Brown Copy: Changes by Corporate Attorney to March BoD proposal**

Golden Rain Foundation Board of Directors Censure Procedure



If the action(s) of one or more Golden Rain Foundation (GRF) Directors fail to follow the precepts of the Code of Ethics and Conduct (3013-3052-1) and 30-5092-3, other members of the Board of Directors (BOD) may act to censure that Directorperson(s).

1. DIRECTOR CENSURE

1.1. A censure is the process by which the GRF BOD, acting by a two-thirds (2/3) majority vote of the non-offending eDirectors (the named may not vote per Robert’s Rules of Order), can reprimand or condemn the action(s) or reprimand of a fellow Directormember(s).

1.2. Chart illustrating two-thirds (2/3) majority.

Table with 2 columns: Number of Directors, Two-thirds Majority. Rows range from 18 down to 10.

~~1.3.1.1. All proceedings related to a censure shall be conducted in a closed executive session meeting. The Director(s) subject to the censure may not elect to have the proceedings conducted in an open, public session.~~

2. MOTION TO CENSURE AND NOTICE

2.1 A “Motion to Censure” form including at least five (5) Directors’ signatures form must be filed. It must include two directors’ signatures and be submitted to the President, who will schedule and preside over the hearing for presentation at a special executive session of the BOD. If the censure involves a Board officerthe President, it will be submitted to the Vice President highest ranking officer not named in the action, who will schedule and preside at the for presentation at a special executive session.

2.2 If the Presiding Officer elects not to place the motion on the agenda of a special executive session, any five (5) Directorstwo members may request a special executive session.

Golden Rain Foundation Board of Directors Censure Procedure



31           2.3     The Executive Director's office will provide notice to Director(s) subject to  
 32           censure ~~shall be provided with~~ at least ten (10) calendar business days  
 33           prior ~~to notice of~~ the censure hearing via U.S. Mail and GRF email, and  
 34           place copies in the Director(s)' GRF Mailbox, including ~~The notice will~~  
 35           include the reason for the censure motion ~~and the date, time and location~~  
 36           of the meeting where censure will be considered. The Executive Director's  
 37           ~~office will send notice of the meeting,~~ a copy of the "Motion to Censure"  
 38           form, ~~and the Censure Policies (13-5092-130 and 13-5092-3, 01-30)~~  
 39           and the location, date, and time of the meeting when censure will be  
 40           considered. ~~to the Director(s) by U.S. Mail, GRF email and place copies in~~  
 41           ~~the Director(s) GRF Mailbox. The Presiding Officer will also contact the~~  
 42           ~~Director(s).~~

43           2.4     The BOD shall be provided at least five (5) calendar business days  
 44           advance written notice of the special executive session regarding  
 45           considering a censure action ~~the Motion to Censure,~~ which ~~The notification~~  
 46           shall include a copy of the submitted Motion to Censure form, and specify the  
 47           meeting's date, time and location. ~~Notification shall be sent~~ ~~The~~  
 48           Executive Director's office shall send the notification by U.S. Mail and ;  
 49           GRF email, and place copies placed in the Director(s)' GRF Mailboxes.  
 50           ~~by the Executive Director's office. Notification shall contain the date, time~~  
 51           ~~and location of the meeting.~~

52           2.5     Director(s) subject to censure may provide a written response and  
 53           supporting documentation to all BOD members no later than two (2)  
 54           business days prior to the meeting. Director(s) shall also be provided an  
 55           opportunity at the meeting to respond to the reason for censure ~~at the~~  
 56           ~~meeting.~~

57     3.     CENSURE HEARING

58           2.1. ~~—~~ All proceedings related to a censure shall be conducted in a closed executive  
 59           session meeting. The Director(s) subject to the censure may not elect to have the to  
 60           hold the proceedings conducted in an open, public session.

61           3.1.

62           2.6.3.2. The censure motion may be debated, and the Director(s) subject to censure may  
 63           participate. Following this general discussion, the Director(s) subject to censure  
 64           must leave the room. A private discussion of the remaining Directors may then  
 65           ensue, followed by a vote of ~~the remaining those Directors~~ Board members. The  
 66           Board members voting BOD may take one of the following actions:

68           2.6.1.3.2.1. By a simple majority of a quorum of the non-offending directors,  
 69           Postpone the motion by a simple majority for any reason, including,  
 70           but not limited to, the desire of the majority to gather additional  
 71           information and/or permit the director(s) to respond further.

72           2.6.2.3.2.2. Approve the motion b By a two-thirds (2/3) majority of a quorum of the

## Golden Rain Foundation Board of Directors Censure Procedure



73 non-offending directors, approve the motion. ~~once a quorum has been~~  
 74 ~~established.~~

75 ~~2.6.3.3.2.3.~~ Defeat the motion.  
 76

77 ~~2.7.3.3.~~ Written notice of the BOD's decision shall be sent ~~by U.S. Mail~~ to the  
 78 named Director(s) by U.S. Mail no more than fifteen (15)  
 79 ~~calendar~~business days following the meeting.  
 80

### 81 3.4. ENFORCEMENT PROCEDURES

82 ~~3.1.4.1.~~ If the "Motion to Censure" is passed, a simple majority of the quorum of non-  
 83 offending Director(s) ~~may choose~~ determine that one or more of the following  
 84 disciplinary actions be applied to the offending Director(s) for a period ranging  
 85 from not less than one month to not more than 12 months:

86 3.1.1 Warning/Education;

87 3.1.2 Removal and disqualification from corporate office;

88 ~~3.1.2.3.1.3~~ Removal as a committee ~~or~~ chair;

89 ~~3.1.3.1.4~~ Removal from committee(s);

90 ~~3.1.4.3.1.5~~ Request for resignation.

91 ~~3.2.4.2.~~ For offenses relating to the disclosure of confidential or sensitive information,  
 92 ~~upon a vote of~~ two-thirds (2/3) of the majority of quorum of the non-offending  
 93 Director(s) ~~once a quorum has been established~~ may vote to bar; the offender(s)  
 94 ~~shall be prevented from~~ access to confidential information and ~~E~~ executive  
 95 sessions.

96 ~~3.3.4.3.~~ In addition to the penalties described above, if at any time a ~~d~~ Director(s)  
 97 subjects GRF to financial risk, or is formally charged with ~~commits~~ a crime ~~or~~  
 98 ~~subjects GRF to financial risk,~~ the Board of Directors can sanction the offending  
 99 Director through these actions:

100 ~~3.3.1.4.3.1.~~ Director(s) ~~may~~ shall be subject to independent legal action by GRF.

101 ~~3.3.2.4.3.2.~~ Director(s) may be removed from the GRF directors and officers  
 102 liability coverage.

103 ~~3.4.4.4.~~ With the exception of a Board decision removing an offending Director from an  
 104 officer's position, c ~~Censure~~ penalties remains in effect for not less than one  
 105 month nor longer than 12 months from the postmarked date of the Board's letter  
 106 detailing its judgment. A censured Director may occupy a Board office during the  
 107 Board term following the term in which they were censured. ~~until the next annual~~  
 108 meeting.

109 ~~3.5.5.~~ The D ~~d~~ decision of the BOD cannot be appealed. ~~is not appealable.~~  
 110

### Document History

(Dec 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

**ADMINISTRATION**

**13-5092-3**

**Golden Rain Foundation Board of Directors Censure Procedure**



Adopted:	24 Jan 17	Reviewed:	12 May 17	Amended:	22 May 18
Amended:	23 Jul 19	Reviewed:	13 Mar 20	Comm. Name Chg.	24 Aug 21
Amended:	21 Dec 21				

**Keywords:** GRF      Censure      Board of      GRF Conduct  
Administration      Directors

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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** AMEND 14-5540-1, CONTINGENCY OPERATING FUND

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### **Committee Approval:**

At its February 15, 2024, meeting, the Administration Committee recommended the Board of Directors amend 14-5540-1, Contingency Operating Fund.

### **Background:**

The community's annual insurance premium, which is rarely finalized until days before it is due, has long been among the largest lump sum payments the Foundation makes..

In October 2018, the GRF Board of Directors replaced a previous rule titled "The Liability Insurance Fund" with The Contingency Operating Fund, then numbered 40-5540-1. The Contingency Fund's current \$1 million threshold was established in September 2019, when the annual insurance premium totaled \$1.95 million. Counting the 67% single-year increase between 2023 and 2024, the Foundation's insurance premium has risen 180% during the period.

This proposed amendment takes steps to accommodate the realities of the California insurance market within the Foundation's ability to significantly increase its financial cushion. In consultation with the Foundation's professional managers, the Administration Committee proposes that the Foundation increase its flexibility to meet anticipated insurance costs by raising the Contingency Fund's base amount to \$2.5 million over a four-year period.

The proposed changes also reflect that the previous document's stipulation to "maintain" a \$1 million balance in the Fund is poorly expressed since the Fund typically sinks below that amount in the wake of each year's insurance premium payment. The changes instead mirror the Fund's original and frequent use to absorb the Foundation's annual insurance prepayment, which is currently due on November 30 of each year. The amended language requires the threshold funding to be in place 30 days prior to the annual insurance prepayment date.

### **Fiscal Impact:**

Increasing the required amount in the Contingency Fund will not increase expenditures, but does demand an enhanced marshalling of resources from a variety of revenue sources upon which the Foundation relies.

**Recommendation:**

I move that the Board of Directors amend 14-5540-1, Contingency Operating Fund throughout.



Contingency Operating Fund

1. PURPOSE

~~The Contingency Operating Fund (the Fund), a~~ Although it is portionan extension of the general operating fund, the Contingency Operating Fund (the Fund) is reported maintained as a separate fund. Its sole purpose is to cover cash flow situations when ~~re cash levels from~~ the general operating fund's cash level becomes temporarily insufficient to ~~paycover~~ operating expenses.

~~2.~~ AUTHORIZED USES OF THE FUND

2.

2.1. Due to a timing issue, a significantly large budgeted expenditure is required to be paid before enough funds have been collected through monthly assessments; or

2.2. Due to a timing issue, a significantly large prepaid expense, such as the annual insurance renewal, ~~is required to be paid when cash demands exceeds~~ available cash operating funds; or supply.

2.3. ~~In the unlikelihood~~ Due to an of unanticipated event when significantly large unbudgeted expenses ~~causing cause~~ the operating fund to be depleted, the Fund can be used to pay operating expenses, - such as an insurance claim deductible, lawsuits, fines enacted by the state ~~of~~ federal government, and liabilities incurred as an employer, ~~the Fund can be used to continue paying normal operating expenses.~~

~~3.~~ THE FUND WILL BE REGULATED AS FOLLOWS:

3.

3.1. Except in cases of emergency appropriations, tThe Fund shall maintain a fully liquid balance of \$250,000 at all times.

3.2. The Fund shall hold a minimum balance of \$1,000,000 thirty (30) days before the annual insurance premium prepayment for 2025 is due. The Fund shall receive additional annual funding so the contingency fund holds a minimum balance of \$2,500,000 thirty days before the 2029 insurance premium prepayment is due, and an equivalent minimum balance thirty days before the annual insurance payment is due during each subsequent fiscal year.-

3.1.

3.3. The amount in the Fund's will balance established by sections 3.1 and 3.2 will be reviewed annually during budget study by the GRF Administration Finance Committee, with a recommendation to the Board to determine if balance under section 3.1 it is reasonable within general industry risk and liability trends, in the areas of risk and liability for the following fiscal year, and recommend any modifications to the Board.-

3.2.

3.4. Necessary draws from the Fund under this document's Sections 2.1 and 2.2 will may be determined solely by the Director of Finance Executive Director or the

Contingency Operating Fund



~~Executive Director's designees solely to meet with provisions under 2.1 and 2.2 of this governing document.~~

~~3.3.~~

~~3.4.3.5.~~ Necessary draws from the Fund under Section 2.3, shall require the approval of the Board of Directors.

~~3.5. The Fund shall be replenished using:~~

3.6. The Fund shall be replenished using:

3.6.1. General operating funds when ~~the Executive Director determines the withdrawal of such the general operating funds has enough funds to do so without~~ would not create a low cash flow situation as determined by the Director of Finance.

3.6.2. Under 4014-5528-1, Refund of Excess Income, upon approval of the Board of Directors.

3.6.3. Capital Funds upon approval of the Board of Directors.

~~3.6.4.~~ Other source(s) of funding as recommended by GRF Staff and approved by the Board of Directors.

3.7. ~~GRF staff~~ The Director of Finance will report the Fund's status of this fund monthly as part of the monthly financial report delivered to the members of the Administration Finance Committee.

Document History

Adopted:	23 Oct 18	Amended:	23 Jul 19	Amended:	24 Sep 19
GDC	26 Feb 20				

Keywords: Finance Contingency Operating Fund



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## BOARD ACTION REQUEST

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**DATE:** MARCH 26, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** OPERATIONS COMMITTEE  
**ACTION:** **FINAL VOTE:** AMEND 48-1937-1, PARKING – RULES

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### **Committee Approval:**

At its March 7, 2024, meeting, the Operations Committee recommended that the GRF Board of Directors amend policy 48-1937-1, Parking—Rules, as presented.

The Board gave preliminary approval to amend 48-1937-1, Parking – Rules as presented. and posted the measure for its 28-day review by the Members. This process is recommended in accordance with Civil Code §4360. No correspondence was received from members during the 28-day notification period.

### **Background:**

On February 28, 2024, the Operations Committee held a work-study session to review policy 48-1937-1, Parking – Rules. The work-study group clarified language and consolidated provisions governing Recreational Vehicle parking on Trust Property into a single section within the document. The full Operations Committee made several minor changes to the work-study group's product and voted to recommend it be approved by the Board.

### **Fiscal Impact:**

No predicted fiscal impact.

### **Recommendation:**

I move to ratify policy 48-1937-1, Parking – Rules, as presented.



OPERATIONS

Parking – Rules

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**1. PREFACE**

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

**2. GENERAL RULES**

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

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

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

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

**2.4. Documentation**

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

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

**2.5. Requirements**

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

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

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

**2.5.4.** Vehicles on a two-way travel roadway must be parked with the passenger

(Jan 23)



OPERATIONS

Parking – Rules

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side wheels within 18 (eighteen) inches of the curb or sidewalk.

- 2.5.5. Vehicles must be parked completely within the marked boundaries of a parking space, except for commercial or recreational vehicles more than 20 feet in length.
- 2.5.6. No MOTOR VEHICLE may be parked with any portion of the vehicle on a sidewalk.
- 2.5.7. At no time may a motor vehicle be parked with any portion of the vehicle on the grass.
- 2.5.8. Vehicles may be parked for no more than 72 (seventy-two) hours in one location.
- 2.5.9. At no time may a vehicle be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.
- 2.5.10. MOTOR VEHICLES shall not park in GOLF CART- or LOW SPEED VEHICLES (LSV)designated spaces.
- 2.5.11. Pods, moving trailers or similar portable storage units are permitted on TRUST PROPERTY for up to 72 (seventy-two) hours with prior authorization.
- 2.5.12. Trailers not hitched to a vehicle are not permitted to be parked on TRUST PROPERTY except as noted in 4.6.

**3. PARKING ZONES**

- 3.1. Red Zone: Vehicles in violation are subject to immediate tow at the VEHICLE owner’s expense.
  - 3.1.1. Fire Hydrant: No person shall park within fifteen (15) feet of a fire hydrant even if the curb is unpainted.
  - 3.1.2. Fire Lanes: A vehicle may not be left unattended at any time.
  - 3.1.3. Bus Stops: No person shall park or leave standing any vehicle within thirty (30) feet on the bus-stop side of the street to provide for loading and unloading of buses unless otherwise marked.
  - 3.1.4. Crosswalks: No vehicles shall park within twenty (20) feet of a marked crosswalk.
- 3.2. Blue Zone (Handicapped): Vehicles must display a valid, government-issued disabled (handicapped) license plate or placard.



OPERATIONS

Parking – Rules

76 3.3. Green Zone: Parking may not exceed twenty (20) minutes.

77 3.3.1. EXCEPTION: Unlimited time parking in a Green Zone is permitted only when  
78 the vehicle is displaying a valid government-issued disabled license plate or  
79 placard.

80 3.4. White Zone: Immediate passenger loading and unloading only.

81 3.5. Yellow Zone: Vehicle loading and unloading only not to exceed 20 (twenty) minutes.

82 3.6. Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless otherwise  
83 restricted.

84 4. SPECIFIC VEHICLE TYPES

85 4.1. Commercial Vehicles

86 4.1.1. Contractor vehicles must comply with all traffic and parking rules and  
87 regulations inside the community and must not obstruct or park on sidewalks  
88 or walkways.

89 4.1.2. Contractor and service vehicles, including personal vehicles driven by  
90 EMPLOYEES or COMMERCIAL WORKERS, shall not be parked overnight  
91 on TRUST PROPERTY (including named TRUST STREETS) without a  
92 permit.

93 4.2. Golf Carts and Low-Speed Vehicles (LSV)

94 4.2.1. GOLF CARTS AND LSVs may be parked in parking spaces or along curbs  
95 designated for GOLF CARTS or MOTOR VEHICLES.

96 4.2.2. GOLF CARTS AND LSVs may not be parked in any manner interfering with  
97 foot or vehicle traffic.

98 4.2.3. GOLF CARTS AND LSVs are prohibited from parking on the sidewalk.

99 4.3. Bicycles and Electric Bicycles

100 4.3.1. BICYCLES or ELECTRIC BICYCLES must be parked utilizing bicycle racks  
101 where provided.

102 4.3.2. BICYCLES or ELECTRIC BICYCLES may not be parked in any manner  
103 interfering with foot or vehicle traffic.

104 4.3.3. Attended BICYCLES or ELECTRIC BICYCLES may be parked off the  
105 pavement, but only in such a manner as not to damage landscaping.

106 4.3.4. BICYCLES or ELECTRIC BICYCLES are prohibited from parking on the  
107 sidewalk.

108 4.3.5. Overnight parking of bicycles on TRUST PROPERTY is not permitted.





OPERATIONS

Parking – Rules

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**4.4. Mobility Scooters**

**4.4.1. MOBILITY SCOOTERS** may be parked in parking spaces designated as intended for “SCOOTERS” or “GOLF CARTS.”

**4.4.2. MOBILITY SCOOTERS** shall not be parked in any manner interfering with foot or vehicle traffic.

**4.4.3. MOBILITY SCOOTERS** are prohibited from parking on a sidewalk.

**4.5. RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION (VUFR) – MEMBER/OWNERS, RENTER/LESSEE**

**4.5.1.** The RV or VUFR parked on TRUST PROPERTY MUST display a valid GRF-issued decal or valid entry pass.

**4.5.2.** The RV or VUFR cannot be parked on trust streets except for loading and unloading purposes for no more than 24 (twenty-four) hours with approved security entry pass.

**4.5.3.** Other activities, such as vehicle maintenance, sleeping, cooking or resting in the RV or VUFR, are not permitted.

**4.5.4.** The RV or VUFR must be parked with engine and accessory equipment (e.g., exterior lights, air conditioner, audio and video equipment) shut off. The generator may be used while loading or unloading the vehicle and ONLY between the hours of 8:00 a.m. and 8:00 p.m. when parked on trust streets.

**4.5.5.** The extensions such as slide-outs, tilt-outs, and awnings must remain closed. Steps must not block the sidewalk.

**4.5.6.** The RV or VUFR shall not be attached to any external power or water supply.

**4.5.7.** Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.

**4.5.8.** No animals or children shall be left unattended on or within any RV or VUFR at any time.

**4.5.9. Safety Requirements –** All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in the community.



Parking – Rules

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4.6. Designated Temporary RV and VUFR Parking

4.6.1. Designated Temporary RV and VUFR Parking Location

4.6.1.1. The Three (3) approved parking spaces within the Clubhouse Four (4) parking lot are for temporary RV and VUFR use, subject to the terms and conditions noted in this policy.

4.6.1.2. Available permit parking is limited. Spaces are allotted on a “first-come-first-served” basis.

4.6.2. Identification

4.6.2.1. All RVs and VUFRs must be registered with the Recreation Department and display the Parking Permit in order to park in the noted location, see 4.6.1. If the RV and VUFR does not have a windshield, the identification must be placed on the king pin of a fifth wheel or the tongue of a trailer.

4.6.3. RVs and VUFRs Temporary Registration

4.6.3.1. M/O or R/L must register the visitor RV or VUFR with the Recreation Department during business hours prior to arrival and pay the necessary fees, see 10-2000-2.

4.6.3.2. Payment and security deposit shall be collected by the Recreation Department at the time the Parking Permit is issued from the M/O or R/L. Maximum Consecutive Nights. An RV (and boat or trailer) or VUFR may be parked in the approved location within Clubhouse Four (4) parking lot for a maximum of fourteen (14) days for a fee . An additional third week may be approved at an additional fee (see 10-2000-2)\*. A second term will be allowed within twelve calendar months, provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days. Vehicle must be removed at the expiration of approved stay. **Failure to comply will result in immediate towing of the vehicle at the owner’s expense and/or withholding of security deposit.**

4.6.3.3. In the event of an unexpected medical and or mechanical emergency, the Executive Director or their designee may grant a limited extension not to exceed seventy-two (72) hours.

4.6.4. Use of an RV or VUFR

4.6.4.1. M/O, R/L or Visitors may not live in a RV or VUFR parked in the community. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage. No barbeques or exterior cooking is permitted.

4.6.4.2. No animal or child shall be left alone in a vehicle at any time.



OPERATIONS

Parking – Rules

4.6.4.3. Safety Requirements—All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in the community.

5. TRUST PROPERTY PARKING AREAS

5.1. Clubhouse One

5.1.1. There is no parking between 11:00 p.m. and 7:00 a.m. in the following Clubhouse One parking areas:

5.1.1.1. The lot near the woodshop.

5.1.1.2. The spaces on the west side of the clubhouse (Burning Tree).

5.1.1.3. The lot across from the clubhouse next to the golf course, except for Employee vehicles during their work shift and authorized GRF contractor vehicles.

5.2. Clubhouse Two

5.2.1. Parking in the lot next to the car wash is prohibited between 11:00 p.m. and 7:00 a.m.

5.2.2. Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the east side of the clubhouse (El Dorado).

5.2.3. Parking is permitted up to 72 (seventy-two) hours in the lot north of Clubhouse Two if the vehicle displays an official GRF decal or an unexpired short-term entry pass issued by Security.

5.3. Clubhouses Three and Four

5.3.1. Overnight parking is prohibited except for those vehicles permitted by Security, i.e., GRF buses, Radio Club Emergency Van, Innovative Cleaning Services Vehicles, or approved temporary RVs/VUFRs.

5.3.2. Participants in a GRF-sanctioned overnight bus tour may park their vehicles in Clubhouse Three parking lot for up to seventy-two (72) hours. An authorized permit must be displayed on dash.

5.3.3. RVs and VUFRs may be permitted to park in the extended lot (where the GRF buses are stationed) for up to fourteen (14) days as noted in 4.6.1.

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

5.4.1. No overnight parking is permitted, except for GRF Vehicles and vehicles authorized by GRF Executive Director or their designee.



OPERATIONS

Parking – Rules

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5.5. Amphitheater

- 5.5.1. Only employees of GRF, the Healthcare Center (HCC) or commercial lessees may park in designated employee parking from 7 a.m. to 6 p.m. Monday to Friday.
- 5.5.2. AUTHORIZED RESIDENTS may park in spaces marked for "Staff" or "HCC" only from 6 p.m. until 11 p.m. Monday through Friday and from 7 a.m. until 11 p.m. Saturday and Sunday.
- 5.5.3. No overnight parking is allowed.
- 5.5.4. Visitors are only allowed to park in the Amphitheater parking lot during GRF-sponsored special events.
- 5.5.5. The parking space designated for the HCC 24-hour Nurse may never be used by anyone else.

5.6. No RVs are allowed to park in any community lots except for the designated temporary parking area at Clubhouse 4 (see 4.6).

6. SPECIAL CIRCUMSTANCES

- 6.1. No animal or child is allowed to be left alone in any parked vehicle on TRUST PROPERTY. Animal Control or Seal Beach Police, respectively, will be called immediately.
- 6.2. "For Sale" signage shall not be displayed on any vehicle on TRUST PROPERTY.
- 6.3. Vehicles may not be repaired and/or major service may not be performed, and fluids may not be changed on any TRUST PROPERTY.
- 6.4. Only Vehicles owned by an AUTHORIZED RESIDENT and displaying a GRF-issued decal shall only be washed at the car and RV washing areas behind Clubhouse Two.
- 6.5. Vehicles shall not be washed anywhere on TRUST PROPERTY other than the designated car wash area.

7. TOWING

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

- 7.1. MOTOR VEHICLES Subject to Immediate Towing at the VEHICLE Owner's Expense:
  - 7.1.1. Those in red zones designating fire lanes or fire hydrants;
  - 7.1.2. Those parked in any no-parking zone;



OPERATIONS

Parking – Rules

- 255 7.1.3. Those parked in handicapped spaces without a proper government-issued
- 256 placard or state-issued disabled license plates;
- 257 7.1.4. Those in properly posted construction zones;
- 258 7.1.5. Those blocking entrances, exits, and crosswalks or preventing access to or
- 259 operation of another motor vehicle.
- 260 7.1.6. Those leaking gasoline, oil, or any other hazardous fluids; and
- 261 7.1.7. Those parked in the space designated for the HCC 24-Hour Nurse.
- 262 7.1.8. Any PROHIBITED VEHICLE such as:
- 263 7.1.8.1. Boats or unattached trailers;
- 264 7.1.8.2. Inoperable vehicles;
- 265 7.1.8.3. Unlicensed and/or off-road vehicles (except golf carts);
- 266 7.1.8.4. Vehicles lacking current state registration;
- 267 7.1.8.5. Aircraft.
- 268 7.2. Other Parking Violations Subject to Towing
- 269 7.2.1. Any vehicle issued a Community Rules Violation notice shall be subject to
- 270 towing 72 hours after the citation has been posted.
- 271 7.2.2. Any RV or VUFR that has exceeded its fourteen (14) day permit shall be
- 272 towed at the owner’s expense, unless an additional third week has been
- 273 approved at an additional fee (see 10-2000-2).
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Document History

Adopted:	05 Apr 21	Amended:	24 May 22	Amended:	24 Jan 23
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<b>Keywords:</b>	Parking	Towing	Oversize Vehicles	Parking Zones	Trust Property
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Parking – Rules

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1. PREFACE

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

2. GENERAL RULES

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

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

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

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

2.4 Documentation

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

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

2.5 Requirements

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

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

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



Parking – Rules

- 45                    **2.5.4**        Vehicles on a two-way travel roadway must be parked with the
- 46                                       passenger side wheels within 18 (eighteen) inches of the curb or
- 47                                       sidewalk.
- 48                    **2.5.5**        Vehicles must be parked completely within the marked boundaries of a
- 49                                       parking space, except for commercial or recreational vehicles more than
- 50                                       20 feet in length.
- 51                    **2.5.6**        No MOTOR VEHICLE may be parked with any portion of the vehicle on
- 52                                       a sidewalk.
- 53                    **2.5.7**        At no time may a motor vehicle be parked with any portion of the vehicle
- 54                                       on the grass.
- 55                    **2.5.8**        Vehicles may be parked for no more than 72 (seventy-two) hours in one
- 56                                       location.
- 57                    **2.5.9**        At no time may a vehicle be parked in a manner that creates a traffic
- 58                                       hazard, interferes with other vehicle access, PEDESTRIAN traffic, or
- 59                                       access to facilities or equipment.
- 60                    **2.5.10**      MOTOR VEHICLES shall not park in GOLF CART- or LOW SPEED
- 61                                       VEHICLES (LSV)-designated spaces.
- 62                    **2.5.11**      Pods, moving trailers or similar portable storage units are permitted on
- 63                                       TRUST PROPERTY for up to 72 (seventy-two) hours with prior
- 64                                       authorization.
- 65                    **2.5.12**      Trailers not hitched to a vehicle are not permitted to be parked on
- 66                                       TRUST PROPERTY except as noted in 5.4.

**3. PARKING ZONES**

- 70                    **3.1.**        Red Zone: Vehicles in violation are subject to immediate tow at the VEHICLE
- 71                                       owner’s expense.
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- 73                    **3.1.1.**      Fire Hydrant: No person shall park within fifteen (15) feet of a fire hydrant
- 74                                       even if the curb is unpainted.
- 75                    **3.1.2.**      Fire Lanes: A vehicle may not be left unattended at any time.
- 76                    **3.1.3.**      Bus Stops: No person shall park or leave standing any vehicle within
- 77                                       thirty (30) feet on the bus-stop side of the street to provide for loading
- 78                                       and unloading of buses unless otherwise marked.
- 79                    **3.1.3.3.1.4.** Crosswalks: No vehicles shall park within twenty (20) feet of a
- 80                                       marked crosswalk.
- 81
- 82                    **3.2.**        Blue Zone (Handicapped): Vehicles must display a valid, government-issued
- 83                                       disabled (handicapped) license plate or placard.
- 84                    **3.3.**        Green Zone: Parking may not exceed twenty (20) minutes.
- 85                                       EXCEPTION:
- 86                                       Unlimited time parking in a Green Zone is permitted only when the vehicle is
- 87                                       displaying a valid government-issued disabled license plate or placard.
- 88                    **3.4.**        White Zone: Immediate passenger loading and unloading only.



Parking – Rules

- 89 3.5. Yellow Zone: Vehicle loading and unloading only not to exceed 20 (twenty)
- 90 minutes.
- 91 3.6. Unpainted: Parking is permitted up to 72 (seventy-two) hours, unless otherwise
- 92 restricted.

4. SPECIFIC VEHICLE TYPES

4.1. Commercial Vehicles

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

4.2. Golf Carts and Low Speed Vehicless

- 108 4.2.1. GOLF CARTS AND LSVs may be parked in parking spaces or along
- 109 curbs designated for GOLF CARTS or MOTOR VEHICLES.
- 110 4.2.2. GOLF CARTS AND LSVs may not be parked in any manner interfering
- 111 with foot or vehicle traffic.
- 112 4.2.3. -GOLF CARTS AND LSVs are prohibited from parking on a sidewalk.

4.3. Bicycles and Electric Bicycles

- 116 4.3.1. BICYCLES or ELECTRIC BICYCLES must be parked utilizing bicycle
- 117 racks where provided.
- 118 4.3.2. BICYCLES or ELECTRIC BICYCLES may not be parked in any manner
- 119 interfering with foot or vehicle traffic.
- 120 4.3.3. Attended BICYCLES or ELECTRIC BICYCLES may be parked off
- 121 pavement, but only in such a manner as not to damage landscaping.
- 122 4.3.4. -BICYCLES or ELECTRIC BICYCLES are prohibited from parking on a
- 123 sidewalk.
- 124 4.3.5. Overnight parking of bicycles on TRUST PROPERTY is not permitted.

4.4. Mobility Scooters

- 128 4.4.1. MOBILITY SCOOTERS may be parked in parking spaces designated
- 129 as intended for “SCOOTERS” or “GOLF CARTS.”
- 130 4.4.2. MOBILITY SCOOTERS shallmay not be parked in any manner
- 131 interfering with foot or vehicle traffic.
- 132 4.4.3. MOBILITY SCOOTERS are prohibited from parking on a sidewalk.





Parking – Rules

4.5. RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION (VUFR) – MEMBER/OWNERS, RENTER/LESSEE

4.5.1. The RV or VUFR parked on TRUST PROPERTY MUST display a GRF-issued decal or an entry pass.

4.5.2. The RV or VUFR cannot be parked on trust streets except for loading and unloading purposes for no more than 2472 ~~-(twenty-fourseventy-two)~~ hours ~~hours on trust streets~~ with approved security entry pass, after in which they must be moved from the community or parked in a reserved RV slot.

4.5.3. Other activities, such as vehicle maintenance, sleeping, cooking or resting in the RV or VUFR, are not permitted ~~allowed~~.

4.5.4. The RV or VUFR must be parked with engine and accessory equipment (e.g., exterior lights, air conditioner, audio and video equipment) shut off. The generator may be used while loading or unloading the vehicle and ONLY between the hours of 8:00 a.m. and 8:00 p.m. when parked on trust streets.

4.5.5. The extensions such as slide-outs, tilt-outs, and awnings must remain closed. Steps must not block the sidewalk.

4.5.6. The RV or VUFR shall not be attached to any external power or water supply.

4.5.7. Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.

4.5.8. No animals or children shall be left unattended on or within any RV or VUFR at any time.

4.5.9. Safety Requirements – All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in the community.

4.6. Designated Temporary RV and VUFR Parking Area

4.6.1. Designated Temporary RV and VUFR Parking Location

The Three (3) approved parking spaces ~~locations~~ within the Clubhouse Four (4) parking lot are for temporary RV and VUFR use, subject to the terms and conditions noted in this policy.

Available permit parking is limited. Spaces are allotted on a “first-come-first-served” basis.

Exception:

The Radio Club Yellow Emergency Van  
Innovative Cleaning Service Vehicles

4.6.2. Identification

## Parking – Rules



All RVs and VUFRs must be registered with the Recreation Department and display the Parking Permit in order to park in the noted location, see 4.6.1s. If the RV and VUFR does not have a windshield, the identification must be placed on the king pin of a fifth wheel or the tongue of a trailer.

#### 4.6.3. RVs and VUFRs Temporary Registration RVs and VUFRs

4.6.3.1. Shareholders/Members and Guests may park an RV or VUFR temporarily in the noted locations for the purpose of loading and unloading and preparing the vehicle for travel or storage subject to these Rules and Regulations.

4.6.3.2. Notification — Shareholders/Members and Guests must notify Security Department immediately when entering the community with their RV and VUFR. This notification is required in order to park temporarily for a term as follows: M/O or R/L must register the visitor RV or VUFR with the Recreation Department during business hours prior to arrival and pay the necessary fees, see 10-2000-2.

4.6.3.3. Payment and security deposit shall be collected by the Recreation Department at the time the Parking Permit is issued from the M/O or R/L.

4.6.3.4. Maximum Consecutive Nights  
Shareholders/Members may park one (1) A RV (and boat or trailer) or VUFR may be parked at a time temporarily in the approved location within Clubhouse Four (4) parking lot for a maximum of fourteen (14) days for a fee at a charge. An additional third week may be approved at an additional fee (see 10-2000-2 rate card)\*. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.  
Guests may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within Clubhouse Four (4) parking lot for a maximum of fourteen (14) days at a charge. An additional third week may be approved at an additional fee (see rate card)\*. Vehicle must be removed at the expiration of approved stay. Failure to comply will result in immediate towing of the vehicle at the owner's expense and/or withholding of security deposit.

4.6.3.5. In the event of an unexpected medical and or mechanical emergency, the Security Chief, Deputy Security Chief, or the Executive Director or their designee may grant a limited extension not to exceed seventy-two (72) hours.  
EXCEPTION:

Watch commander or Deputy Chief may grant extension until return of the Security Chief or Executive Director.

The Security Chief must take a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).

#### 4.6.4. Use of an RV or VUFR

4.6.4.1. Shareholder/Members M/O, R/L and or Guests Visitors may not live in a RV or



Parking – Rules

VUFR parked in the community lots. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage. No barbeques or exterior cooking is permitted.

4.6.4.2. No animal or child shall be left alone in a vehicle at any time.

4.6.4.3. Safety Requirements – All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in the community.

\_\_\_\_\_ Parking Charges for RV or VUFR (see rate card)\*.

\_\_\_\_\_ Shareholder/Members and or/guests will be charged a fee and requested to submit a security deposit (see rate card)\*.

\_\_\_\_\_ Payment and security deposit will be collected by the Recreation Department at the time the Parking Permit is issued.

\_\_\_\_\_ A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

**5. TRUST PROPERTY PARKING AREAS**

**5.1. Clubhouse One**

There is no parking between 11:00 p.m. and 7:00 a.m. in the following Clubhouse One parking areas:

**5.1.1.** The lot near the woodshop.

**5.1.2.** The spaces on the west side of the clubhouse (Burning Tree).

**5.1.3.** ~~The lot across from the clubhouse next to the golf course, except for Employee vehicles during their work shift and authorized GRF contractor vehicles.~~

**5.2. Clubhouse Two**

**5.2.1.** Parking in the lot next to the car wash is prohibited between 11:00 p.m. and 7:00 a.m.

**5.2.2.** Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the east side of the clubhouse (El Dorado).

**5.2.3.** Parking is permitted up to 72 (seventy-two) hours in the lot north of Clubhouse Two, between the clubhouse and the RV lot if the vehicle displays an official GRF decal or an unexpired short-term entry pass issued by ~~the Security Department~~.

**5.3. Clubhouses Three and Four**

**5.3.1.** ~~Overnight parking is prohibited with the exception of~~ except for those



Parking – Rules

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vehicles permitted by ~~the Security Department~~, i.e., GRF busses, Radio Club Emergency Van, Innovative Cleaning Services Vehicles, or approved temporary RVs/VUFRs.

**5.3.2.** ~~Participants in a GRF-sanctioned overnight bus tours~~ may park their vehicles in Clubhouse Three parking lot for up to seventy-two (72) hours. An authorized permit must be displayed on dash.

**5.3.3.** RVs and VUFRs may be permitted to park in the extended lot (where the GRF busses are stationed) for up to fourteen (14) days as noted in 4.6.15.4.1.

~~**5.4.1.1. Designated Temporary RV Parking Area**~~

~~**5.4.1.1.1. Designated Temporary RV VUFR Parking**~~

~~The Three (3) approved locations within the Clubhouse Four (4) parking lot are for temporary RV and VUFR use, subject to the terms and conditions noted in this policy.~~

~~Available permit parking is limited. Spaces are allotted on a “first come first served” basis.~~

~~Exception:~~

~~The Radio Club Yellow Emergency Van  
Innovative Cleaning Service Vehicles~~

~~**5.4.2.1.1.1. Identification**~~

~~All RVs and VUFRs must be registered with the Recreation Department and display the Parking Permit in order to park in the noted locations. If the RV and VUFR does not have a windshield, the identification must be placed on the king pin of a fifth wheel or the tongue of a trailer.~~

~~**5.4.3.1.1.1. RVs and VUFRs**~~

~~**5.4.3.1.1.1.1.1. Shareholders/Members and Guests may park an RV or VUFR temporarily in the noted locations for the purpose of loading and unloading and preparing the vehicle for travel or storage subject to these Rules and Regulations.**~~

~~**5.4.3.2.1.1.1.1. Notification** Shareholders/Members and Guests must notify Security Department immediately when entering the community with their RV and VUFR. This notification is required in order to park temporarily for a term as follows:~~

~~**5.4.3.3.1.1.1.1. Maximum Consecutive Nights**~~

~~Shareholders/Members may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within Clubhouse Four (4) parking lot for a maximum of fourteen (14) days at a charge. An additional third week may be approved at an additional fee (see rate card)\*. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.~~

Parking – Rules



~~Guests may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within Clubhouse Four (4) parking lot for a maximum of fourteen (14) days at a charge. An additional third week may be approved at an additional fee (see rate card)\*. Vehicle must be removed at the expiration of approved stay. **Failure to comply will result in immediate towing of the vehicle at the owner's expense and/or withholding of security deposit.**~~

~~**5.4.3.4.1.1.1.1.1.** In the event of an unexpected medical and or mechanical emergency, the Security Chief, Deputy Security Chief, or the Executive Director may grant a limited extension not to exceed seventy two (72) hours. EXCEPTION:~~

~~Watch commander or Deputy Chief may grant extension until return of the Security Chief or Executive Director.~~

~~**5.4.3.5.1.1.1.1.1.** The Security Chief must take a monthly report of all permitted vehicles to the Security Bus and Traffic Committee (SBT).~~

~~**5.4.4.1.1.1.** Use of an RV or VUFR~~

~~**5.4.4.1.1.1.1.1.1.** Shareholder/Members and Guests may not live in a RV or VUFR parked in the community lots. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage. No barbeques or exterior cooking is permitted.~~

~~**5.4.4.2.1.1.1.1.1.** No animal or child shall be left alone in a vehicle at any time.~~

~~**5.4.5.1.1.1.** Safety Requirements All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in the community.~~

~~**5.4.6.1.1.1.** Parking Charges for RV or VUFR (see rate card)\*.~~

~~**5.4.6.1.1.1.1.1.1.** Shareholder/Members and or/guests will be charged a fee and requested to submit a security deposit (see rate card)\*.~~

~~**5.4.6.2.1.1.1.1.1.** Payment and security deposit will be collected by the Recreation Department at the time the Parking Permit is issued.~~

~~**5.4.6.3.1.1.1.1.1.** A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.~~

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

~~**5.5.1.5.4.1.** No overnight parking is permitted, except for GRF Security Vehicles; CARE ambulances, Leisure World Pharmacy delivery vehicles; two (2) healthcare vehicles; the vehicle used by the 24-Hour Nurse; the HCC Golf Cart, GRF vehicles and contractor vehicles as authorized by GRF Executive Director or their designee.~~

~~**5.5.2.** Parking spaces in the Health Care Center parking lot, unless otherwise marked, will be for AUTHORIZED RESIDENTS and VISITORS of Leisure World Seal Beach during business hours.~~

~~**5.5.3.1.1.1.** No RVs are allowed to park overnight in any space near building five,~~



Parking – Rules

~~Clubhouse Six, the healthcare center, the administration building and the alley.~~

5.6-5.5. Amphitheater

~~5.6-1-5.5.1.~~ Only employees of GRF, ~~or~~ the Healthcare Center (HCC) or commercial lessees may park in designated employee parking from 7 a.m. to 6 p.m. Monday to Friday.

~~5.6-2-5.5.2.~~ AUTHORIZED RESIDENTS may ~~only~~ park in spaces marked for "Staff" or "HCC" only from 6 p.m. until 11 p.m. Monday through Friday, and from 7 a.m. until 11 p.m. Saturday and Sunday.

~~5.6-3-5.5.3.~~ No overnight parking is allowed.

~~5.6-4-5.5.4.~~ Visitors are only allowed to park in the Amphitheater parking lot during GRF-sponsored special events.

~~5.6-5-5.5.5.~~ The parking space designated for the HCC 24-Hour Nurse may never be used by anyone else, ~~except that employee and the HCC Golf Cart.~~

~~5.6. No RVs are allowed to park overnight in any space near building five, Clubhouse Six, the healthcare center, the administration building and the alley in any community lots except for the designated temporary parking area at Clubhouse 4 (see 4.6).~~

**6. SPECIAL CIRCUMSTANCES**

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

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

6.3. Vehicles may not be repaired and/or major service may not be performed, and fluids may not be changed on any TRUST PROPERTY except for the designated area located in the 1.8 acre.

6.4. ~~All~~ Vehicles owned by an AUTHORIZED RESIDENT and displaying a GRF-issued decal may shall only be washed at the car and RV washing areas behind Clubhouse Two. ~~The vehicle must be owned by the AUTHORIZED RESIDENT and must display a GRF-issued decal.~~

6.5. ~~Non-RESIDENTS~~ Vehicles shall not be ~~permitted to washed~~ their vehicles anywhere on TRUST PROPERTY other than the designated car wash area.

**7. TOWING**

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

7.1. MOTOR VEHICLES Subject to Immediate Towing at the VEHICLE Owner's

# OPERATIONS

438-1937-1



## Parking – Rules

Expense:

- 7.1.1. Those in red zones designating fire lanes or fire hydrants;
- 7.1.2. Those parked in any no-parking zone;
- 7.1.3. Those parked in handicapped spaces without a proper government-issued placard or state-issued disabled license plates;
- 7.1.4. Those in properly posted construction zones;
- 7.1.5. Those blocking entrances, exits and crosswalks, or preventing access to or operation of another motor vehicle.
- 7.1.6. Those leaking gasoline, oil or any other hazardous fluids; and
- 7.1.7. Those parked in the space designated for the HCC 24-Hour Nurse.
- 7.1.8. Any PROHIBITED VEHICLE:
  - 7.1.8.1. Boats or unattached trailers;
  - 7.1.8.2. Inoperable vehicles;
  - 7.1.8.3. Unlicensed and/or off-road vehicles (except golf carts);
  - 7.1.8.4. Vehicles lacking current state registration;
  - 7.1.8.5. Aircraft.

### 7.2. OTHER PARKING VIOLATIONS SUBJECT TO TOWING

- 7.2.1. Any vehicle issued a Community Rules Violation notice shall be subject to towing 72 hours after the citation has been posted.
- 7.2.2. Any RV or VUFR that has exceeded its fourteen (14) day permit shall be towed at the owner's expense, unless an additional third week has been approved at an additional charge-fee (see rate card 10-2000-2)\*.

### Document History

Adopted:	05 Apr 21	Amended:	24 May 22	Amended:	24 Jan 23
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<b>Keywords:</b>	Parking	Towing	Oversize Vehicles	Parking Zones	Trust Property
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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**FROM:** ADMINISTRATION COMMITTEE  
**BOARD ACTION:** AMEND 13-5093-1, AUTHORIZED RULES OF CONDUCT, RULES

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### **Committee Approval:**

At its January 11, 2024, meeting, the Administration Committee recommended the Board of Directors amend 13-5093-1, Authorized Rules of Conduct, Rules. At the Board's January 23, 2024, meeting, the President returned the amended policy to the Administration Committee. The Administration Committee, at its March 14, 2024, meeting, approved minor changes to the rule and again recommended the Board accept its changes to the policy.

At the Board's March 26, 2024, meeting, Directors requested the corporate attorney's review of the policy's final language, and again returned the policy to the Administration Committee. On April 8, 2024, the Foundation's attorney, having reviewed the document, suggested no changes to the policy the Board considered at its March meeting.

### **Background:**

At the Board's October 26, 2023, executive session, the Board directed the Administration Committee to integrate the Foundation's corporate attorney's suggestions concerning alleged violations against GRF personnel into 13-5093-1, Authorized Resident Rules of Conduct.

The Administration Committee's initial recommendation incorporated the attorney's language more clearly defining violations affecting GRF personnel.

The Board's January discussion of the proposed amendments focused on a Director's concerns about potential freedom-of-expression limitations associated with the unauthorized recording and sharing of images, videos and recordings of persons. The GRF President consulted the Foundation's attorney, who stated such rules are permissible on private property. The committee also added language addressing images, videos or audio works produced using mechanical or digital means (e.g., PhotoShop or generative artificial intelligence).

The March discussion continued to focus on constitutional protections offered to "unwanted recordings." GRF's attorney reviewed the proposed rule in its entirety, reiterated his opinion concerning 1<sup>st</sup> Amendment limits on private property, and did not recommend changes to ADMIN's March version.



**Fiscal Impact:**

No expected impact.

**Recommendation:**

I move to amend 13-5093-1, Authorized Resident Rules of Conduct, Rules, changing its title to Code of Conduct, Rules, and return the rule to the Board's May 28, 2024, meeting to be considered for final ratification after the Members' 28-day comment period.



## **Authorized Resident (AR) Rules of Conduct**

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### **1. PURPOSE**

The purpose of the Authorized Resident (AR) Rules of Conduct is to protect Golden Rain Foundation (GRF) and its directors, GRF staff, ~~GRF-GRF~~-contracted service providers and GRF residents.

The Rules of Conduct apply to GRF Members/Owners, Qualified Permanent Residents, Co-occupants, Renters/Lessees, caregivers, and visitors.

### **2. RULES OF CONDUCT**

- 2.1** Shall apply on all property held in trust by GRF (Trust Property).
- 2.2** Shall apply on Mutual Property for behavior and actions toward GRF Directors, GRF staff and GRF-contracted service providers working in Mutuals.
- 2.3** GRF Members are responsible for the actions of all those associated with their property, including the following: Qualified Permanent Residents, Co-occupants, Renters/Lessees, Caregivers, and visitors.
- 2.4** Interactions with others must be both verbally and physically respectful and non-abusive, ~~both verbally and physically~~.
  - 2.4.1** Behaviors directed toward GRF Members, Directors or staff, or vendors hired by GRF, such as the following, are prohibited:
    - 2.4.1.1** Verbal or physical violence, implied or actual (threats).
    - 2.4.1.2** Personal insults and yelling.
    - 2.4.1.3** Any form of discrimination.
    - 2.4.1.4** Unwanted or offensive touching or infringement on personal space, filming, photography and recording.
    - 2.4.1.5** Unwanted filming, photography or recording, or the unauthorized sharing of those videos, images or recordings.
    - 2.4.1.6** Causing the mechanical or digital production of images, video or audio works portraying GRF Members, Directors or staff, or vendors hired by GRF, and the unauthorized sharing of those works.

~~2.4.1.4~~



**Authorized Resident (AR) Rules of Conduct**

- 38 ~~2.4.1.5~~2.4.1.7 Sexually suggestive language or gestures.
- 39 ~~2.4.1.6~~2.4.1.8 Directing objects or substances at another
- 40 person with intent to harm or intimidate.
- 41 ~~2.4.1.7~~2.4.1.9 Disruptive behavior, personal attacks, or
- 42 harassment during GRF meetings.
- 43 ~~2.4.1.8~~2.4.1.10 Creating a hostile work environment for GRF
- 44 staff and-or GRF-contracted service providers on Trust
- 45 Property or while working in Mutuals.
- 46 ~~2.4.1.9~~2.4.1.11 Bodily odor or cleanliness that would be
- 47 considered offensive and a health and safety hazard to
- 48 others.
- 49 ~~2.4.1.10~~2.4.1.12 Willful damage, destruction, or defacing of Trust
- 50 Property, or unauthorized/unlawful entry, use of-or
- 51 trespass upon Trust Property.
- 52 ~~2.4.1.11~~2.4.1.13 Theft of any Trust Property.
- 53 ~~2.4.1.12~~2.4.1.14 Egregious behavior of any kind.
- 54 2.4.1.15 Non-compliance with GRF Governing Documents.

55 ~~2.4.1.13~~

56 **3. NON-COMPLIANCE**

- 57
- 58 **3.1** Non-compliance will result in a penalty for each violation. See ~~3013~~3013-5093-
- 59 2 for schedule of fines and penalties.
- 60 ~~3.2.1.1 To protect GRF, repeat offenders may be subject to legal action.~~
- 61 3.2 For offenses that are governed by City, State or Federal laws the
- 62 appropriate authorities will be contacted.
- 63 3.3 To protect GRF, repeat offenders may be subject to legal action.

64

65 **4. NOTIFICATION OF VIOLATION AND RIGHT TO HEARING**

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67 See Procedure ~~3013~~3013-5093-3 for Notification of Violation and Right to Hearing

68 procedures.

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**Document History**

Adopted:	26 Nov 19	Amended:	23 Dec 20	Amended:	26 Jan 21
Amended:	24 Aug 21	Comm. Name Chg.	24 Aug 21	Amended:	24 May 22
Amended:	23 Aug 22				

**ADMINISTRATION COMMITTEE**

**30-5093-1**



**Authorized Resident (AR) Rules of Conduct**

**Keywords:** Rules of Conduct Authorized Resident (AR)

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## BOARD ACTION REQUEST

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**DATE:** APRIL 23, 2024  
**TO:** GRF BOARD OF DIRECTORS  
**BOARD ACTION:** ACCEPT RESIGNATION, APPOINT MUTUAL ONE GRF REPRESENTATIVE

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### **Background:**

The duly elected Golden Rain Foundation Board Director representing Mutual One resigned from his position in March 2024. Per the instructions outlined in Article 6, Section 6, of the GRF bylaws, on April 1, 2024, the GRF president notified the Mutual One Board of Directors of the vacancy, and mailed a notification postcard to all Mutual One shareholders. The GRF President's message relayed the bylaws' stipulation that the Mutual One Board and Mutual One residents were permitted five days to submit the names of nominees who wished to participate in a special election to fill the GRF representative position.

As of April 6, 2024, the Mutual One Board of Directors had not submitted any candidates for a special election. Under the provisions of the GRF bylaws, if no candidates are submitted for a special election, the GRF Board by a majority vote fills the opening on the GRF Board of Directors. The GRF bylaws further state that the Board's choice "shall immediately be installed in office as a member of the Board of Directors."

### **Recommendation:**

I move to formally accept the resignation of GRF Mutual One representative Daniel Weber and appoint Mutual One shareholder Stephen Hendrickson to immediately fill the GRF Director's vacancy representing the Mutual for the remaining portion of the 2023-25 term.