# A G E N D A REGULAR MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL EIGHT July 24, 2017 1:30 p.m.

Administration Building, Conference Room A

CALL TO ORDER

SHAREHOLDER COMMENTS – (2-minute limit per shareholder)

ROLL CALL

INTRODUCTION OF GUESTS AND STAFF:

Mr. McGuigan, GRF Representative

Ms. Hopkins, Mutual Administration Director

Mr. Bristow, Security Services Director

Mr. Hawke, Security Services Manager

Mr. Hurtado, Building Inspector Ms. Day, Recording Secretary

GUEST SPEAKERS - Mr. Bristow, Mr. Hawke

APPROVAL OF MINUTES: Regular Meeting of June 26, 2017

BUILDING INSPECTOR'S REPORT (pages 3-4)

Mr. Hurtado

#### **UNFINISHED BUSINESS**

- a. Amend Policy 7406 Encroachment onto Common Areas for Exclusive Private Use of Shareholder (pages 5-7)
- b. Discuss Addendum to Occupancy Agreement Mutual Eight (pages 8-9)

#### **NEW BUSINESS**

- a. Report on Carport 102 fire. Instruct staff to initiate building inspections for permits to rebuild
- b. Amend Policy 7505.08 Maintenance Responsibility (pages 10-11)
- Rescind Policies 7301 <u>Audit Expenses</u>, 7302 <u>Capital Accounts</u>, 7320 <u>Patronage Refunds</u>, 7332 <u>Billings to Mutuals</u>, 7334 <u>Investment Records</u>, 7337 <u>Financial Reports</u>, and 7340 <u>Account Receivables</u> (pages 12-18)
- Ratify phone poll taken on June 27, 2017, to approve the purchase of emergency preparedness items, at a cost of \$1,500
- e. Review and adopt Building Captain Responsibilities (page 19)
- f. Approve solicitations/bids for trimming 44 trees
- g. Emergency Information Report flyer to all 348 units
- h. Budget information for 2017-2018
- i. Website update
- j. Resolution to sign Mr. C's Towing Agreement (pages 20-22)
- k. Resolution regarding Notice of Intent to Withdraw (page 23)
- I. Resolution regarding Property Tax Postponement Application (page 24)
- m. Resolution regarding copy of various Mutuals monthly minutes (page 25)
- n. Resolution to maintain Policy 7510 and the Stock Transfer Office (page 26)

## STAFF SECRETARY BREAK (TIME TO BE DETERMINED BY PRESIDENT)

MUTUAL ADMINISTRATION DIRECTOR'S REPORT

Ms. Hopkins

GRF REPRESENTATIVE'S REPORT

Mr. McGuigan

CHIEF FINANCIAL OFFICER'S REPORT

Mrs. Berg

DIRECTOR(S') COMMENTS

ANNOUNCEMENTS:

SHAREHOLDER COMMENTS - (2 minute limit per shareholder)

**ADJOURNMENT** 

EXECUTIVE SESSION (member issues, legal)

## STAFF SECRETARY WILL LEAVE THE MEETING BY 4:10 p.m.

NEXT MEETING: August 28, 2017 at 1:30 p.m. Administration Building, Conference Room A

To have the Mutual Eight Board of Directors minutes e-mailed to you monthly, please send your request to: mutual8webmaster@gmail.com

cd:7/19/17

## **INSPECTOR MONTHLY MUTUAL REPORT**

MUTUAL: (08) EIGHT

**INSPECTOR:** George Hurtado

MUTUAL BOARD MEETING DATE: July 24, 2017

			PERI	MIT AC	TIVITY			
UNIT#	DESCRIPTION OF WORK	GRF/CITY PERMIT	PERMIT	COMP.	CHANGE ORDER	RECENT	CONTRACTOR / COMMEN	
186F	walkin closet, flooring	yes	03/29/17	11/15/17	no		LW Décor	
182D	heatpump	yes	04/03/17	07/15/17	no		Greenwood	
1991	heat pump	yes	04/24/17	06/03/17	no		Alpine	
189B	heat pump	yes	04/24/17	06/01/17	no		Alpine	
184K	400sq.ft. remodel,bath,kitchen	yes	03/30/17	09/25/17	no		Kang	
191D	can lights	yes	05/08/17	06/30/17	no		Bergkvist	
2031	deco blocks, screen door	yes	05/11/17	06/30/17	no		Bergkvist	
186A	skylight	yes	05/19/17	06/30/17	no		Skylights Plus	
1811	abatement	yes	05/11/17	06/20/17	no		Universal	
197D	carport cabinet	yes	05/24/17	07/05/17	no		Handyman	
197G	carport cabinet	yes	05/24/17	06/05/17	no		Handyman	
197E	carport cabinet	yes	05/24/17	07/05/17	no		Handyman	
189F	ADA shower	yes	05/24/17	07/06/17	no		Nu kote	
191C	ADA shower	yes	06/01/17	07/15/17	no		Nu Kote	
186C	windows	yes	05/31/17	07/31/17	no		Los Al Builders	
198K	carport cabinet	yes	06/14/17	07/25/17	no		Handyman	
198A	carport cabinet	yes	06/14/17	07/25/17	no		handyman	
184L	cabinets, counters, shower	yes	06/19/17	06/30/17	no		Ogan	
181D	dishwasher	yes	06/13/17	08/24/17	no	-	Ogan	
1821	heat pump	yes	07/11/17	08/17/17	no		Yes	
177C	windows, florring	yes	06/28/17	09/10/17	no		Shik Builders	
190A	carport cabinet	yes	06/28/17	08/10/17	no		Handymann	
189D	heat pump	yes	06/12/17	09/30/17	no		Greenwood	
198G	drop beam, bedroom remodel	yes	03/27/17	08/31/17	no		Los Al Builders	
185K	kitchen skylight	yes	02/14/17	07/20/17	no		Mamuscia	
E	SCROW ACTIVIT						The state of the s	
UNIT#	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS	
204D			06/06/17	06/08/17	06/20/17			
182F		05/30/17	06/14/17	06/14/17	06/30/17			
187K			06/14/17	06/19/17	06/29/17			
202A		aliki estatia <del>sala</del>	05/25/17	05/25/17	06/07/17			
179G		05/04/17	06/28/17	06/29/17	07/12/17			

Pre-Listing Inspection NBO = New Buyer Orientation

Final COE Inspection ROF = Release of Funds

## **INSPECTOR MONTHLY MUTUAL REPORT**

MUTUAL: (08) EIGHT INSPECTOR: George Hurtado

MUTUAL BOARD MEETING DATE: July 24, 2017

CONTRACTS					
ONTRACTOR	PROJECT				
John's Landscape	Mutual gardening				
So Cal Fire Protection	laundry room fire extinguishers				
Empire Pipe and Supply	Mutual sewer cleaning				
Fenn	termites and pests				

SPECIAL PROJECTS	
ONTRACTOR	PROJECT

APARTMENT VISITS			

**VARIOUS** 

#### PHYSICAL PROPERTY

## <u>Encroachment onto Common Areas for Exclusive Private Use of Shareholder</u> – Mutual Eight

Mutual Eight limits Exclusive Private Use of Common Area to the following terms and conditions:

#### 1.Exemptions:

- A. One entry walkway not to exceed 48 inches in width (6-inch decorative ribbon allowed on each side for maximum width of 60 inches) from a public sidewalk, or as required by the Uniform Building Code.
- B. A garden area of up to 36 inches from the original apartment wall in front of and at the end of the apartment. Where a sidewalk or retaining wall is 72 inches or less from the original apartment wall, the shareholder may have all garden area or all grass.
- C. One pad for an air conditioner/heat pump installed within 36 inches of the original apartment wall, or as required by Uniform Building Code. See Policy 7402.2.8.
- D. One additional single door stoop up to 36 inches deep from original apartment wall, or as required by Uniform Building Code.
- E. Up to four bay windows with the outside wall no more than 20 inches deep from original apartment wall.

#### 2.Approvals:

- A. Any proposed exclusive private use of common area must be approved by the Mutual Eight Board and permitted by GRF under the following conditions:
  - i. A request describing the proposed exclusive use area must be made in writing to the Board via the GRF Physical Property Department supported by acceptable drawings, photos, and specifications meeting all Mutual, GRF, and city of Seal Beach requirements, setting out all specifics of the request, dimensions and the square footage needed in order for the Board to consider the request.
  - ii. Request must set out all legal information identifying the shareholder, the location of the apartment, the specific location of the encroachment, and specific use/reason for the encroachment.
  - iii. As condition of approval, the shareholder must agree to Terms and Conditions of the Addendum to the Occupancy Agreement as set out in paragraph 3 below.
- 3. The Addendum to the Occupancy Agreement:

(Oct 14)

#### PHYSICAL PROPERTY

## <u>Encroachment onto Common Areas for Exclusive Private Use of Shareholder</u> – Mutual Eight

- A. The shareholder must complete and have an approved and signed Addendum (signed by both the shareholder and Board) and which has been delivered to the Stock Transfer Department before any construction or removal begins.
- B. The Addendum shall provide the following information and/or agreements:
  - Terms and conditions of use;
  - ii. Amount of square footage;
  - iii. Agreement to provide liability insurance;
  - iv. The amount of the original assessment for Exclusive Private Use and the start date of such exclusive use;
    - a. Calculation of Assessment: the original monthly assessment will be the square footage requested times the square foot value assigned by the latest Orange County Tax Assessor valuation times 10 percent (10%) ROI divided by 12 months. All assessments for Exclusive Private Use may be recalculated starting on the first day of each new decade by the GRF Finance Department.
    - Start Date: The start date is conditioned on an understanding that it may be delayed. Any changes or alterations will require Mutual Eight Board approval;
    - a. An agreement to maintain the Exclusive Private Use area: If the Exclusive Private Use area is not maintained to exceed or match surrounding area, the Board may cancel the Exclusive Private Use approval and terminate the Addendum to the Occupancy Agreement and restore the area to match similar common area at the shareholder's expense.
  - v. Agreement that the encroachment must be removed at selling; shareholder's expense unless buying shareholder agrees to execute a new Addendum to the Occupancy Agreement assuming all liability.

#### 4. Existing Encroachments:

A. Pre-January 22, 2007, Encroachments: Any encroachment added before January 22, 2007, (the original date of this policy) or previously permitted by GRF will be allowed to remain until there is a sale, request for alteration, or transfer of stock. On resale, a request for alteration, or transfer, the shareholder must remove the encroachment, restoring the common area to a condition as good as similar common area as determined by the Mutual Eight Board, or the shareholder or new shareholder must enter into a Board-approved Addendum to the Occupancy

(Oct 14)

#### PHYSICAL PROPERTY

## <u>Encroachment onto Common Areas for Exclusive Private Use of Shareholder</u> – Mutual Eight

Agreement for Exclusive Private Use of the common area at issue under the terms and conditions set out in paragraph 3 above.

B. Post-January 22, 2007, Encroachments: The shareholder must remove any encroachment added without a permit from GRF or approval of the Mutual Eight Board after January 22, 2007 (original date of this policy), within 90 days of notification of the violation by the Mutual Eight Board of Directors or GRF (the management company). In the event the encroachment was not approved by the Mutual Eight Board or permitted by GRF, the shareholder may agree to execute, with Mutual Eight Board approval, an Addendum to the Occupancy Agreement under the terms and conditions set out in paragraph 3 above. In all cases, on resale, a request for alteration, or transfer, the shareholder must remove the encroachment, restoring the common area to a condition as good as similar common area as determined by the Mutual Eight Board, or the shareholder or new shareholder must enter into a Board-approved Addendum to the Occupancy Agreement for Exclusive Private Use of the common area at issue.

#### 5. Encroachments:

The following is a non-exclusive list of common area encroachments: expanded garden areas, extra doorway stoops, extra walkways, patios or patio-like areas, golf cart parking pads, extra wide entry walkways, and any other unapproved use of common area.

Shareholder Signature:	Date:	
Shareholder Signature:	Date:	
Original to Stock Transfer Corporate File		

MUTUAL ADOPTION EIGHT: 01-22-07

<u>AMENDMENTS</u> 10-27-14

(Oct 14)

## Addendum to Occupancy Agreement

## Seal Beach Mutual Eight

Encroachment onto Common Areas for Exclusive Private Use

The Shareholder of that certain apartment located at
Seal Beach, California, 90740, entered into an Occupancy Agreement on, band between:
Seal Beach Mutual No. Eight
hereinafter referred to as the ("Corporation") and:
hereinafter referred to as ("Shareholder (s) ")
n accordance to Policy 7406, Encroachment onto Common Areas for Exclusive Private Use f Shareholder, this document represents a required "Addendum to Occupancy Agreement etting forth the permission extended to the requesting Mutual Eight Shareholder (s) as seorth in the terms and conditions established below.
erms of Agreement:
Shareholder (s) has completed the remode square feet of common area.
agrees that Mutual Eight will increase the onthly carrying charge payment assessment by \$, a month beginning on January 2015, and for each month thereafter as a proportional share of the assessed value of the nd being used, and that they will execute this "Addendum to Occupancy Agreement" in ecordance with all terms and conditions as set forth in Policy 7406.
hareholder (s) understands that the assessment rate applied hereto has been determined to the Mutual's desire to capture a 10% ROI (Return on Investment) on the land taken for exclusive Use" based on the Orange County Assessor's latest evaluation which is \$.26 ents a month per square foot (\$.26 cents X 34 sq. ft. = \$ monthly). Shareholder (s) or ther understands and agrees that this rate may be adjusted on January 1, 2020, and every in years thereafter based on the latest Orange County Assessor's valuation.
nareholder (s) further agrees that he/she will accept the full liability for upkeep and aintenance, as well as insurance covering the area of the permitted encroachment and other, that the encroachment must be removed at sale and/or transfer at Shareholder (s) spense unless buying Shareholder agrees to execute a new "Addendum to the Occupancy greement" assuming all the terms as set forth in Policy 7406.

## Addendum to Occupancy Agreement

Encroachment onto Common Areas for Exclusive Private Use

P	aq	e	2

그 물로 그 그 그 집에 말았다면서 없어요? 그 것이다고 그 그	
I (We),	hereby agree to the terms and conditions
the signature below. I (we) agree and acknown herefrom shall be deemed to be an admissi	ancy Agreement, in its entirety as evidenced by wledge that nothing contained herein or omitted ion, limitation, or waiver of any of the Mutual's or in equity, all of which rights, remedies and
This Addendum to Occupancy Agreement is 2015, by and between Seal Beach Mutual No.	entered into on the of Eight and Shareholder (s):
Shareholder Signature:	Date:
Shareholder Signature:	Date:
Approval: Mutual President:	Date:
Original to Stock Transfer Corporate File	
cc: Finance Department	
Physical Property Department	
Material Description	

Golden Rain Foundation – Seal Beach Mutual Eight

#### RESIDENT REGULATIONS

## Maintenance Responsibility - Mutual Eight Only

WHEREAS, The Occupancy Agreement in Seal Beach Mutual Eight contains a provision under Article 11, Repairs, paragraph (b), whereby the Corporation shall (among other things) provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article. Clause (a) of Article 11 of the Occupancy Agreement stipulates that Even though all expansions or permanent fixtures and appliances to the apartment become Mutual property when attached to the building; under the Mutual Corporation's residential permit for alterations or additions, the owner shareholder agrees not to look to the Golden Rain Foundation or the Mutual Corporation for reimbursement for the cost of the addition or the alteration, ...." and

WHEREAS, That any repairs, maintenance, or replacement of any cosmetic items, hardware, fixtures, and other non-standard additions and/or alterations (except permitted construction of interior and exterior walls, ceilings, and roofing) to the original building structure be the responsibility of, and all charges and costs for the maintenance, repair or replacement of same be paid by the owner/shareholder originally applying for the addition or alteration permit, and to the successor owner/shareholder of that apartment.

Cosmetic items and non-standard additions and/or alterations shall include, but not be limited to, all glass, etched or paned windows, non-standard doors, decorative non-standard window/door framing or molding, skylight domes, brick or other facing material, non-standard electrical fixtures and lights, all non-standard flooring including carpeting, wood flooring of any kind, counters made of non-standard materials, non-standard added appliances and plumbing fixtures, non-standard bathroom fixtures, and non-standard cabinetry, ceiling fans, heat pumps, wall heaters, and screens and windows in patios.

Additionally, standard Service Maintenance repairs are performed without cost to the owner/shareholder, if such services do not result from negligence on the part of the owner/shareholder. Repairs include those which are necessary to maintain functionality of electricity, plumbing, and standard appliances.

Additionally, the Mutual will replace all standard smoke detectors and smoke detector batteries at no cost to the owner/shareholder. This will include remodels except at the time of the construction when it is the owner/shareholder's Cost.

THEREFORE BE IT RESOLVED, That a copy of this resolution, together with a list of all such cosmetic and non-standard additions and/or alterations added to the original apartment building, be attached to the escrow agreement between the existing owner/shareholder and the successor owner/shareholder in order to inform all new successor owner/shareholders of such items, and of their obligation for the ongoing

(Feb 15)

#### RESIDENT REGULATIONS

## Maintenance Responsibility – Mutual Eight Only

maintenance, repair, and replacement of such items at their expense, and

BE IT FURTHER RESOLVED, That the existing owner/shareholder, upon the resale or sale of the apartment, shall obtain a one-year warranty on each non-standard appliance and provide all warranties in the escrow packet. The cost of said warranty shall be equally shared with the new owner/shareholder.

BE IT ALSO RESOLVED, that if the owner/shareholder requests, Mutual Eight will pay 50 percent of the following standard items if they are over 20 years old: countertops, ovens, cooktops, sinks, and toilets. This applies to refrigerators after 10 years.

The Mutual will pay 50 percent of a Hi-Boy toilet cost when it is installed based on the need of the owner/shareholder.

Thotoal will pay — add nestion from 6/24/17 mtg. Lights All other standard items (bath fans, shower doors, sinks, standard toilets, etc.) are replaced by the Mutual ONLY when they are non-functional and irreparable.

MUTUAL ADOPTION EIGHT: 09-23-13

<u>AMENDMENTS</u> 02-23-15

(Feb 15)

#### **RESCIND MUTUAL EIGHT**

#### **ACCOUNTING AND FISCAL**

#### Audit Expense - All Mutuals Except Five, Fifteen, Sixteen and Seventeen

WHEREAS, in the past the audit expense has been charged to the year when the expense was billed and not for the year for which the audit was made

THEREFORE, BE IT RESOLVED that the audit expense be hereafter charged to the expenses for the year for which the audit was made. The audit expense for 1969 shall be charged to 1969 expenses.

<b>MUTUAL ADOPTION:</b>		RESCIND
ONE	04-30-70	
TWO	04-16-70	
THREE	04-20-70	
FOUR	04-06-70	
FIVE	04-03-70	Rescinded 10-19-16
SIX	04-24-70	
SEVEN	05-15-70	
EIGHT	04-09-70	
NINE	05-20-70	
TEN	03-30-70	
ELEVEN	04-02-70	
TWELVE	03-30-70	
FOURTEEN	03-26-70	
FIFTEEN:	04-02-70	Rescinded 07-21-14
SIXTEEN	04-09-70	Rescinded 02-07-2017
SEVENTEEN	N/A	

(Mar 17)

#### RESCIND MUTUAL EIGHT

#### ACCOUNTING AND FISCAL

#### **Capital Accounts**

Legal opinion from Attorney W. A. Williams in letter dated 28 Oct 70 to the Controller:

"One of the unfortunate aspects of each Mutual at Leisure World is the fact that it was set up as a general corporation in its inception. This, of course, requires it to be controlled by the general corporation laws for the State of California.

With respect first to dividends, it would be unlawful for the declaration of any kind of dividend out of these funds as, in my opinion, they constitute a paid-in surplus. Paid-in surpluses cannot be used for the payment of dividends except to shares entitled to preferential dividends. None of the shares in the Mutual Corporations qualify as shares entitled to preferential dividends. I would disagree with the position that the funds are available for patronage dividends. The only funds that I would view as available for patronage dividends are those funds paid in by the members as payments in excess of the budget and remaining at the end of the year. A liability can attach to the director and the shareholder receiving those payments if they are not authorized by law. California Corporation Code holds a liability of shareholders for receipt of an unauthorized dividend in Corporation Code 1510. Illegal declaration of dividends can constitute a misdemeanor in the State as set forth in the Penal Code for the State of California.

The only source of dividends that can be made is from earned surplus or out of net profits earned during the preceding accounting period which is not to be less than six months or more than one year. In this latter instance, such dividends can be declared despite the fact that the next assets of the corporation may be less than the stated capital unless there are liquidation preferences on some share, a problem which we do not have.

The fact that these funds, however, cannot be used for dividends does not prevent their use for proper corporate purposes, particularly the establishment of reserve accounts, and I see no reason why the funds cannot be used for reserve account needs or as you have indicated, by transfer within the capital accounts. However, these funds must be clearly designated in that the original stated capital must be set forth and the paid-in surplus must be also clearly identified. It cannot be shown as an earned surplus at any time. Actually, an earned surplus could occur if the payments of the resident exceed the budget requirement set forth at the beginning of the year.

The Board of Directors will have the power to take the necessary steps for transfer of capital funds so long as those steps are within the framework of the restrictions I have indicated."

(Oct 70)

#### **RESCIND MUTUAL EIGHT**

#### ACCOUNTING AND FISCAL

#### Patronage Refunds

#### I. Legal Basis

The Articles of Incorporation provide, under Article II for Mutuals 1 through 5, and Article III for Mutuals 6 through 16, that the Board of Directions may make refunds to stockholders as provided by the Bylaws and Occupancy Agreement. The Occupancy Agreement, under Article 3, provides that the corporation agrees that it will refund or credit to the member at the end of each fiscal year his proportionate share of such sums as have been collected in anticipation of expenses which are in excess of the amount needed for expense of all kinds, including reserves, in the discretion of the Board of Directors. The procedure recommended by FHA for such refund is stated in Section 2.

#### II. Refund Procedure

- 1. Mutual Boards should consider patronage refunds only at the close of a fiscal year.
- 2. A standard form of the resolution to be adopted by the Board is available for use.
- 3. The payment of any refund should be subject to two contingencies:
  - a. Completion of the audit, showing that the funds are available for payment.
  - b. The resolution, together with the statement of the auditors that the funds are available, should be submitted to FHA for approval prior to the payment of the refund.

#### III. Suggestions

Questions concerning the form to be used and the processing for FHA approval should be directed to the Executive Director.

Revised: 20 July 77

#### RESCIND

FIVE: 11-18-16 SIXTEEN: 02-07-17

(Jul 77)

#### **RESCIND MUTUAL EIGHT**

#### **ACCOUNTING AND FISCAL**

#### **Billings to Mutuals**

- Billings to the Mutuals are generated by the Golden Rain Foundation. Any profit or loss is allocated back to the Mutuals at the year's end. There are basically three types of billings:
  - A. SROs or service repair orders issued by the Service Maintenance Department for the Mutuals' maintenance needs and all community facility-related service costs.
    - Maintenance persons bill their work time to a corresponding area. Rates per hour charged by these departments are computed on a basis intended to recover wages, employer's taxes, depreciation of equipment, supplies, and other expenses. These rates are subject to periodic studies. Changes in rates result when increased costs exceed budgeted income.
  - B. Administration, recreation, and maintenance of common areas and facilities not charged in item 1, warehouse facilities, property management, transportation, security, and shop repair, are billed to the Mutuals on a pro-rata basis according to the number of apartments. Each month, the Mutual receives a billing covering one-twelfth (1/12) of its budgeted expense.
  - C. Billings for expenses paid by Golden Rain Foundation on behalf of the Mutuals and shared expenses:
    - a. If it is a bill from an outside vendor specifying more than one Mutual, the Golden Rain Foundation pays it and bills the Mutuals.
    - b. Shared expense, such as water charges and street lighting.
- Mutuals are billed directly by outside vendors for their individual expenses.

Amended: Jul 87 Amended: Aug 00

Aug 00)

#### **RESCIND MUTUAL EIGHT**

#### **ACCOUNTING AND FISCAL**

#### **Investment Records**

Records of investments, time certificates of deposit and bank pass books and/or reconciliations are available for inspection at any time by the Mutual Directors. Mutual Directors desiring general information should call the Mutual Accountant for an appointment. No appointment is necessary, of course, if an unannounced audit is made.

Reissued Jul 87

#### RESCIND

FIVE: 11-18-16

(Nov 16)

#### **RESCIND MUTUAL EIGHT**

#### **ACCOUNTING AND FISCAL**

#### **Financial Reports**

#### I. Monthly Reports

The Accounting Department, under the direction of the Golden Rain Foundation Controller, prepares and distributes monthly financial reports to each Mutual Director. These reports consist of a balance sheet, an operating statement, which compares income and expenses to budget, detailed balances of the various reserve accounts, reconciliations of bank accounts, and the statements of cash receipts and disbursements of both the agency and the general accounts.

#### 2. Annual Financial Statement

The Controller's Department prepares and distributes a preliminary year-end statement. Any necessary adjustments to this statement are made on completion of the audit. A copy of the annual statement is sent to each Mutual Director.

#### 3. Inquiries About Financial Statements

The Controller is very willing to answer all questions pertaining to either the monthly financial statements or the published annual financial statements. However, it should be realized that the Controller's schedule is heavy, and that the established regulatory procedure is to request an appointment through the Chief Financial Officer or Treasurer of each individual Mutual corporation.

Reissued Jul 87

(Jul 87)

### **RESCIND MUTUAL EIGHT**

#### ACCOUNTING AND FISCAL

#### **Accounts Receivable**

This position is responsible for maintaining tenant Accounts Receivable records, including Golden Rain Foundation annual dues, on a current basis. All inquiries regarding tenant delinquencies should be referred to this office.

#### RESCIND

FIVE: 11-18-16

SIXTEEN: 02-07-17

### **Building Captain Responsibilities Mutual Eight**

- 1. Welcome new shareholders. Have them fill out the forms requested by the Board.
- 2. Transfer the information to the assigned Director at least once a year. Mutual Administration will copy the forms.
- 3. Notify the assigned Director of the building of any physical property problems i.e. outages of walk lights, carport lights or issues, laundry room malfunctions or problems, sidewalk trip hazards, etc.
- 4. Notify the assigned Director of any deaths, shareholders moving to assisted living, family, etc. and all share holder moves that create a vacant, unoccupied or seasonal use apartment.
- 5. Notify the assigned Director of any persons living in the building who appear unauthorized.
- 6. Notify Security immediately and any Director of suspicious persons loitering or actions around the building, carports, plazas or general areas.
- 7. Be the contact person for shareholders concerns and questions.
- 8. Circulate the monthly Board Meeting minutes, ensuring they are passed around. Mark with an 'X' any vacant or unoccupied apartment before the minutes start around the building.
- 9. Assist in passing out any literature/flyers from the Board of Directors, approved by the BOD.
- 10. Have a representative from your building attend meetings and seminars relating to Emergency Preparedness, fire drills, disaster planning. The Building Captain may want to be the person selected but sometimes another shareholder has the interest or may reside in another building.

Building Captain of building #	is	***		
Phone #		_		
Your Assigned Director of Building #_		_ is	*	
Phone number is	Email is			
			6/20/17	

## **TOWING AGREEMENT**

MOTION:	
RESOLVED, To have the President of Mutual C's Towing Agreement, effective 2017-2018	sign Mr.

#### Mr. C's Towing 10821 Bloomfield Street Los Alamitos, CA 90720 (562) 594-9521

## PRIVATE PROPERTY TOW SERVICES AGREEMENT

**Agreement Date: Effective Date:** 

Mutual Eight Corpora	tion (Customer)			
Mutual Eight	(Property)			
TYPE OF PRIVATE PROVERTY (Check   ☐ Residential  ☐ Commercial  ☐ Re				
This agreement by and between Mr. C's Towing and Customer named above shall serve as authorization to service the Property named above in accordance with the requirements of California Vehicle Code Section 22658 (CVC 22658) "Removal From Private Property" upon the specific written authorization of Customer, except for Section 22658 (l) (1) (E), for which this agreement may serve as the general authorization.				
Mr. C's Towing agrees to respond to the Property within a reasonable period of time when requested by Customer for the purposes of removing any vehicles that are not in compliance with the property or business regulations as determined by Customer and communicated to Mr. C's Towing in the written authorization provided by Customer under CVC 22658(1).				
Mr. C's Towing will, as prescribed by law, promptly report all impounded vehicles to the appropriate law enforcement agency and will perform all operations within the guidelines set forth in CVC 22658.				
Mr. C's Towing agrees that their employees will act and conduct themselves in a professional workmanlike manner on and off the above Property. This agreement is for a period of one (1) year commencing on the Effective Date noted above and shall automatically renew annually unless terminated in writing upon 30 days written notice by either party.				
Accepted:				
Customer: Mutual Eight Corporation	Mr. C's Towing			
Signed: Campan	Signed:			
Print Name: Camille Thompson	Print Name: Cole Dahlsicom			
Title: Mutual Eight Board President	Title: Accord Monoger			
Date: 8/22/16	Date: 7/30/16			

PRIVATE PROPERTY TOW SERVICES AGREEMENT

ACCOUNT INFORMAT	ION	FORM:	□Original □Updated		
Property/Complex Name	e:	Mutual Eight Corporation			
Property Address: 135	31 8	St. Andrews Drive			
City: Seal Beach, CA		Zip: 9074	10		
TG Map Grid:		Cross Streets:			
35 111					
Mailing Address (if diffe	rent	than above): P.O. Box 2069	Seal Beach, CA 90740		
D					
Property Management C			D.O. D. 00000 O. I.B. J. 004		
II Yes, Name, Address &	Pno	one: Golden Rain Foundation,	P.O. Box 2069, Seal Beach, CA		
Managar Nama		Aget Managay Nama	90740		
Manager Name Executive Director		Asst Manager Name  Mutual Administration Mana	On-Site Contact Name ager Security Chief		
Phone: 562-431-6586		Phone: 562-431-6586	Phone: 562-431-6586		
Fax:		Fax:	Fax:		
Email:		Email:	Email:		
Security Company  Yes	s E	No No	•		
If Yes, Name, Address &	Pho	one: Internal Department of Prop	perty Management Company		
(562) 431-6586 Ext# 377					
			tle: President		
Persons Authorized To	2	must be present Title: Vice-President			
Sign for Vehicle	3				
Removals	5	Title Secretary			
		11	tle: Director at Large		
Please Check Appropriate	е Во	xes:	*		
X Fire Lane Removals		☐ Visitor Only Parking	X Mutual Policy 7502.xx		
X Ingress/Egress Interference		☐ Mgr Only Parking	X Policy 1920		
X Within 15' of Fire Hydra	nt	X Expired Tags			
X Parking Permits		☐ No Street Parking			
X Handicap Parking		☐ Tenants authorized to tow			
X Blocking Garages		☐ Time Limit Parking			
X Blocking Dumpster		☐ Proof of residence required	☐ Proof of residence required — Describe:		
X Double Parked					
Local Rate Jurisdiction:					
	\$18	7			
	210	3			
Storage Rate / Day:	\$55				

### **UNFINISHED BUSINESS (continued)**

Following a discussion, it was the consensus of the Board to postpone SmartBurners until the next Board Meeting so that further research is can be done.

### **UNFINISHED BUSINESS (continued)**

Following a discussion, and upon a MOTION duly made by Director Winslow and seconded by Vice President/CFO Berg, it was

RESOLVED, To accept Mr. C's Towing Agreement in Mutual Eight.

The MOTION passed.

Following a discussion, and upon a MOTION duly made by Director Kline and seconded by Secretary Curtin, it was

RESOLVED, To not give out Mutual Board contact information.

The MOTION passed.

Following a discussion, and upon a MOTION duly made by Secretary Curtin and seconded by Director Winslow, it was

RESOLVED, To adopt Policy 7403.G – Skylights & Sola Tubes until after the 30-day posting period has been completed.

The MOTION passed.

## INTENT TO WITHDRAW RESOLUTION

RESOLVED, That Mutual	authorizes the Board's
President and/or duly appointed Office	r, to act on behalf of the
Board, to execute the Notice of Intent to 2018.	THE PARTY OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF
OR	
RESOLVED, That any action in reference Withdraw for Mutual requires Board. Due to agenda posting requires Member requesting the transfer of Stock no action can be taken until such Board to 30 days, effective 2017-2018.	the majority vote of the rements, a Shareholder/k will have to be informed

#### MOTION:

RESOLVED, That Mutual \_\_\_\_\_ does not support or authorize the signing of the Property Tax Postponement Application from the State of California. The Mutual further authorizes the GRF Finance Department to notify the Board if a shareholder requests a Property Tax statement, effective 2017-2018.

## **MUTUAL AGENDAS**

MOTION:	
	RESOLVED, That Mutual continue to receive one hard copy of the various Mutuals' monthly minutes in their MAIL BOX in the Stock Transfer Office, effective 2017-2018.
	OR
	RESOLVED, That Mutual continue not receiving one hard copy of the various Mutuals' monthly minutes in their MAIL BOX in the Stock

Transfer Office, effective 2017-2018.

## RESOLUTION TO BE ON JUNE AND JULY AGENDAS

#### MOTION:

RESOLVED, That according to Policy 7510.\_\_\_, if there is a question of financial eligibility, Mutual \_\_\_\_ is NOT to be contacted by the Stock Transfer Office in the event of a non-qualifying financial issue.