# MINUTES OF THE REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL EIGHT October 22, 2018

The Regular Meeting of the Board of Directors of Seal Beach Mutual Eight was called to order by President Thompson at 9:30 a.m. on Monday, October 22, 2018, in Building Five Conference Room B, following Shareholders Open Forum.

#### **ROLL CALL**

Present:

President Thompson, Vice President Berg, Secretary Dolch.

and Director Banfield

Absent:

Chief Financial Officer Park and Advisory Director Kline

GRF Representative:

Mrs. Fekjar

Guests:

Eighteen Mutual Eight Shareholders

Staff:

Ms. Hopkins, Mutual Administration Director

Mr. Swordes, Building Inspector Mrs. Aquino, Recording Secretary

### INTRODUCTION

President Thompson welcomed staff and guests to the meeting.

### **MINUTES**

The September 24, 2018 Regular Minutes were approved by general consent of the Board as corrected.

### **BUILDING INSPECTOR'S REPORT**

Building Inspector Swordes updated the Board on Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (attached).

Following questions, Inspector Swordes left at 9:44 a.m.

#### **GRF Representative**

GRF Representative Mrs. Fekjar presented her report.

### **UNFINISHED BUSINESS**

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

RESOLVED, To adopt Policy 7532.08 – <u>Secondhand Smoke/Nuisance Policy</u> on a preliminary basis until the 30–day posting period is completed.

The MOTION passed.

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

RESOLVED, To rescind Policy 7708 – <u>Listing Inspections</u> and adopt Policy 7708.08 – <u>Listing Inspections</u> on a preliminary basis until the 30–day posting period is completed.

The MOTION passed.

### **NEW BUSINESS**

Following a discussion, President Thompson appointed Charlene Warner, (chair), and President Thompson to the Toxic Pesticide Committee

Following a discussion and upon a MOTION duly made by Secretary Dolch and seconded by Vice President Berg, it was

RESOLVED, To approve the annual GCARP (General Counsel Attorney Retainer Program) with Roseman Law, APC, effective immediately, at a cost not to exceed \$500.00, and authorize the Mutual President to sign the necessary documentation.

The MOTION passed.

Following a discussion and upon a MOTION duly made by Secretary Dolch and seconded by Director Banfield, it was

WHEREAS, Seal Beach Mutual No. Eight ("Mutual 8") is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

### **NEW BUSINESS (continued)**

WHEREAS, Golden Rain Foundation (hereinafter "GRF"), through its volunteer Board of Directors, is the trustee under the Declaration of Trust ("Trust"), which grants GRF the authority to manage and govern trust property and community facilities, all within what is known as Leisure World, Seal Beach ("Leisure World"), consisting of sixteen (16) Mutuals (hereinafter the "Mutuals"), each of which is responsible to manage and govern their respective project ("Project");

WHEREAS, Mutual 8, through its volunteer Board of Directors ("Board"), is responsible for management, maintenance and administration of a residential stock cooperative common interest development under Mutual 8's governing documents (which include, without limitation, the Articles of Incorporation, Bylaws, Occupancy Agreement, operating rules and Board resolutions), which grant Mutual 8 the authority to manage and govern the affairs of the properties within Mutual 8;

WHEREAS, the Management Agreements between GRF and each Mutual state that GRF has the duty to "operate and maintain the Project according to the highest standards achievable consistent with the overall plan of the [Mutual] and the interests of the consenting parties...GRF shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement." (Management Agreement, FOURTH, Section (m) (Mutuals 1-11; 14-15; 17); FOURTH (o) (Mutual 12); FOURTH (n) (Mutual 16));

**WHEREAS**, Article V, Section 2 of GRF's Bylaws state: "[T]he business and affairs of the Corporation shall be carried on and conducted by the Board of Directors. All corporate powers shall be exercised by and through the Board of Directors:"

WHEREAS, GRF entered into a Telecommunications Services Agreement ("Agreement") with Superwire Telecom Inc., to provide certain telecommunications services to GRF;

### **NEW BUSINESS (continued)**

**WHEREAS**, the Agreement will expire on February 18, 2019, and the GRF Board, based on the request of the Mutuals, seeks to renew the Agreement for another term:

**NOW THEREFORE, BE IT RESOLVED,** the Board of Directors of Mutual 8 hereby authorizes the Board of Directors of GRF to renew the Agreement with Superwire Telecom Inc. to extend the term of the Agreement until June 30, 2022.

NOW THEREFORE, BE IT FURTHER RESOLVED, The Board of Directors of GRF is hereby authorized on behalf of Mutual 8 to carry out the purpose of this Resolution.

Following a discussion, and upon a MOTION duly made by President Thompson and seconded by Director Banfield

RESOLVED, To accept the CliftonLarsonAllen LLP Engagement Letter for the 2018 Audit and authorize the President to sign the letter.

The MOTION passed.

Following a discussion, and upon a MOTION duly made by Director Banfield and seconded by Secretary Dolch, it was

RESOLVED, TO approve the transfer of \$1,259,704.11 from BNY Mellon MM to US Bancorp Wealth Management Brokerage Services for investment purposes.

The MOTION passed.

Following a discussion, and upon a MOTION duly made by Director Banfield and seconded by Secretary Dolch, it was

RESOLVED, To approve the investment of approximately \$2,400,000.00 (BNY Mellon proceeds of \$1,260,000.00 which includes \$95,000 for emergency /operating reserves plus \$1,260,000.00 US Bank Money Market funds already at USBank) to laddered CD's with USBank, US Bancorp Investments, Inc, Wealth Management Services.

The MOTION passed

### **CHIEF FINANCIAL OFFICER'S REPORT**

Chief Financial Officer Park was absent.

### MUTUAL ADMINISTRATION

Mutual Administration Director Hopkins submitted her report (attached).

### **ANNOUNCEMENTS**

NEXT MEETING Monday November 26, 2018 at 9:00 a.m. Building Five Conference Room B.

TOWN HALL MEETING: Monday, November 12, 2018, 10:30 a.m. to 12:30 p.m. Clubhouse 4.

### **COMMITTEE REPORTS**

There were no committee reports.

### **DIRECTORS COMMENTS**

No Director comments were made.

### SHAREHOLDER COMMENTS

No shareholder comments were made.

### **ADJOURNMENT**

There being no further business to conduct, President Thompson adjourned the meeting at 10:24 a.m. and stated that an Executive Session would follow to discuss member issues.

Attest, J. Dolch, Secretary

SEAL BEACH MUTUAL EIGHT

ck: 10/24/18 Attachments

# RESOLUTIONS IN THE REGULAR MONTHLY MEETING October 22, 2018

10/22/18

RESOLVED, To adopt Policy 7532.08 – <u>Secondhand Smoke/Nuisance Policy</u> on a preliminary basis until the 30–day posting period is completed.

RESOLVED, To rescind Policy 7708 – <u>Listing Inspections</u> and adopt Policy 7708.08 – <u>Listing Inspections</u> on a preliminary basis until the 30–day posting period is completed.

RESOLVED, To approve the annual GCARP (General Counsel Attorney Retainer Program) with Roseman Law, APC, effective immediately, at a cost not to exceed \$500.00, and authorize the Mutual President to sign the necessary documentation.

WHEREAS, Seal Beach Mutual No. Eight ("Mutual 8") is a non-profit mutual benefit corporation, existing under and by the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws;

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WHEREAS, the Management Agreements between GRF and each Mutual state that GRF has the duty to "operate and maintain the Project according to the highest standards achievable consistent with the overall plan of the [Mutual] and the interests of the consenting parties...GRF shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement." (Management Agreement, FOURTH, Section (m) (Mutuals 1-11; 14-15; 17); FOURTH (o) (Mutual 12); FOURTH (n) (Mutual 16));

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WHEREAS, the Agreement will expire on February 18, 2019, and the GRF Board, based on the request of the Mutuals, seeks to renew the Agreement for another term;

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NOW THEREFORE, BE IT FURTHER RESOLVED, The Board of Directors of GRF is hereby authorized on behalf of Mutual 8 to carry out the purpose of this Resolution.

RESOLVED, To accept the CliftonLarsonAllen LLP Engagement Letter for the 2018 Audit and authorize the President to sign the letter RESOLVED, To approve the transfer of \$1,259,704.11 from BNY Mellon MM to US Bancorp Wealth Management Brokerage Services for investment purposes.

RESOLVED, To approve the investment of approximately \$2,400,000.00 (BNY Mellon proceeds of \$1,260,000.00 which includes \$95,000 for emergency /operating reserves plus \$1,260,000.00 US Bank Money Market funds already at USBank) to laddered CD's with US Bank, US Bancorp Investments, Inc, Wealth Management Services.

# **INSPECTOR MONTHLY MUTUAL REPORT**

MUTUAL: (08) EIGHT

INSPECTOR: ROBERT SWORDES

MUTUAL BOARD MEETING DATE: OCTOBER 22nd,2018

			PERM	IIT ACT	TIVITY		
UNIT#	DESCRIPTION OF WORK	GRF/CITY	PERMIT	COMP.	CHANGE	RECENT	CONTRACTOR LOCALIST
192 G	total remodel	PERMIT	ISSUE	DATE	ORDER	INSPECTION	CONTRACTOR / COMMEN
205 F	heatpump/attic access/2.5ton	yes	04/23/18	09/30/18	no	9/18/19 final	Kress
196 A	4 windows/one sliding door	yes	07/10/18		no	8/9/18 final	Greenwood
184 F	carport cabinets	GRF	07/13/18	08/30/18	no	8/22/18 final	Seascape Enterprises
186 J	kitchen remodel			08/30/18	no	7/10/10 5	J & J Construction
191 D	dual zone heat pump	yes	05/02/18	08/31/18	no	7/18/18 final	Los Al Builders
203 i	A/C and heat pump	yes	08/10/18	11/10/18	no	10/11/18 final	Greenwood
203 K	A/C and heat pump	yes	07/23/18	10/31/18	no	8/10/18 final	Greenwood
186 G	granite kitchen countertop	yes	07/23/18	11/15/18	no	8/23/18 final	Greenwood
200 L	A/C 12,000 btu Fujitsu	yes	07/25/18	08/30/18	no	8/9/18 final	Nationwide Painting
187 H	bedroom extend/remodel	yes	05/05/40	10/01/10	no	8/6/18 final	Alpine
200 G	remodel	yes	05/25/18	10/31/18	YES	10/8/18 insulation	Roberts construction
193 H	A/C 2.5 ton/concrete base	yes	06/26/18	12/28/18	YES	redlag/9/17/18	LW Décor
180 A	bathroom remodel	yes	08/03/18	12/05/18	no		Greenwood
203 A	kit/bth counters/flooring	yes	08/03/18	10/31/18	no	9/10/18 final	Los Al Builders
185 i	<del> </del>	yes	08/06/18	10/15/18	no		Mamuscia
	heat pump/concrete base	yes	08/03/18	12/04/18	no	10/3/18 final	Greenwood
194 F	micro/fans/electrical/moulding	yes	06/26/18	12/24/18	no	8/13/18 final	LW Décor
192 A	vinyl sheet/floor	yes	08/09/18	08/31/18	no	8/14/18 final	Cornerstone
194 D	entry door/screen unit	GRF	08/21/18	09/21/18	no	9/4/18 final	Swenman Company
187 A	carport cab/ 93-#36	GRF	08/15/18	08/31/18	no	9/4/18 final	Imagination Unlimited
203 D	3 heat pumps	yes	09/24/18	12/30/18	no		Greenwood
187 H	carport cabinet	GRF	09/15/18	09/30/18	no	9/20/18 final	Imagination Unlimited
199 G	AC/heat pump	yes	10/01/18	01/20/19	no		Greenwood
187 B	AC/heat pump & electrical	yes	07/02/18	08/02/18	no	redtag CNF 9/25/18	
185 C	carport cab/92 #21	GRF	09/25/18	10/25/18	no	9/28/18 final	Imagination Unlimited
181 E	bedroom carpet	GRF	09/04/18	10/04/18	YES		Lowes
181 K	heat pump/smoke detectors	yes	10/29/18	01/30/18	no		Greenwood
194 B	carport cab/95 #11	GRF	10/15/18	10/31/18	no		Imagination Unlimited
191 A	remodel	yes	09/23/18	06/20/19	no		Alpha Master Builders
189 K	laminate/baseboards	GRF	10/05/18	11/18/18	no		Karys Carpets
199 B	storage turn into bed closet	yes	10/08/18	11/30/18	no		Los Al Builders
192 G	ez access/remove shwr door	GRF	11/07/18	12/07/18	no		NuKote
195 L	A/C 12,000 btu Fujitsu	yes	07/19/18	10/30/18	no	8/7/18 final	Greenwood
			ESCRO	W ACT			
JNIT#	NMI	PLI	NBO	FI	FCOEI	ROF	DOCUMENTS/COMMENTS
188 H		3/12/2018			TOOLI	KOF	DOCOMENTS/COMMENTS
204 D		2/7/2018	00/04/40	0/4/0040	0/0/00/4		
188 E			06/01/18	6/1/2018	6/8/2018		
		6/25/2018					
178 G		6/25/2018					
182 L		6/27/2018					
197 C		7/31/2018					
192 B		7/31/2018	09/17/18	9/17/2018	9/27/2018	buyer damage	ed floor doing asbestos test
201 i		8/9/2018					
202 E		8/9/2018					
178 B		8/15/2018					
200 i		8/15/2018					
77 G							
		8/27/2018					
195 F		9/10/2018					
178 F		9/10/2018					
203 A		9/17/2018	10/11/18	10/12/2018			
181 D		6/27/2018	10/10/18	10/12/2018			

# **INSPECTOR MONTHLY MUTUAL REPORT**

MUTUAL: (08) EIGHT INSPECTOR: ROBERT SWORDES

MUTUAL BOARD MEETING DATE: OCTOBER 22nd,2018

NMI = New Member Inspection PLI = Pre-Listing Inspection NBO = New Buyer Orientation FI = Final Inspection FCOEI = Final COE Inspection ROF = Release of Funds

FI = Final Inspection FCOEI = Final COI	E Inspection ROF = Release of Funds				
	CONTRACTS				
CONTRACTOR	PROJECTS				
Brightview Landscape	Mutual gardening				
So Cal Fire Protection	laundry room fire extinguishers				
Empire Pipe and Supply	Mutual sewer cleaning				
Fenn	termites and pest control				
Roberts Construction	patio at 177 i				
	SITE VISITS				
UNIT	REASONS				
September 18th 177 A	water damage/mold under cabinet(kitchen) went in attic and condense				
	line broke away from vent pipe. Damage at 177 L as well from this.				
September 18th	looked at the condition of the drains with the phy prop director				
September 18th 194 L	shareholder has water damage from AC unit/meeting on 19th				
September 19th 194 L	did damage report at 11:00 am				
September 19th 177 A & 177 L	did damage report at 12:00 pm				
September 19th 197 F	posted unit for inspection				
September 24th	Mutual inspectors report				
September 25th 197 F	Inspection of 197 F with director				
October 1st 194 K&J	went to go look at patios for termites				
October 1st 202 G	went to go look at patio for termites/ no bugs just peeling paint/ will				
	have painter fix				
October 1st 194 K	went to go look at patio for termites/ is crickets/ has damaged bath				
	due to leak at shower/ will address				
October 8th 200 G	check out post replacement from Maintenance and hardware				
October 11th 191 A	went to check on demolition/contractor is following mutual policies				
	had to go out twice because of bracing issue/resolved				
October 15th 177 i	posted units for advance notice of construction				
October 15th 200 G	stopped work on insulation needs to finish electrical first				
October 15th 177 A	water damage check up/ needs to get fixed/uninsured?				
October 15th 177 A					

### Mutual 8 CFO Report – October 22, 2018

<u>Operating activities:</u> The Balance Sheet as of the end of September, 2018 shows the following amounts. The total assets of Mutual 8 are \$5,154,683.82 with \$2,425,592.43 which reserves are in the financial institutions as follows:

Reserves US Bank Money Market		Bond Par Value and Money Market in BNY Mellon	Total	
Appliance	\$2,705.72	\$10,000.00	\$12,705.72	
Painting	\$49,925.08	\$4,505.58	\$54,430.66	
Roofing	\$700,317.63	\$1,074,668.28	\$1,774,985.91	
Emergency	\$6,755.26	\$10,000.00	\$16,755.26	
Infrastructure	\$501,439.82	\$65,275.06	\$566,714.88	
Total	\$1,261,143.51	\$1,164,448.92	\$2,425,592.43	

The total liabilities of the Mutual to date are \$238,919.56. The Excess Income for the current year is \$13,730.

Significant Expenses over budget (>\$500.00) includes water consumption, Legal fees, and Service Maintenance-Standard. The water usage decreased slightly from \$5,736 in August to \$5,565 in September.

The water usage is as follows for the last 9 months:

<u>January February March April May June July August September</u>
Water: \$4,953 \$3,688 \$5,306 \$3,809 \$4,743 \$9,455 \$5,630 \$5,736 \$5,565

The Legal fees went down from \$4,546 to \$3,292 in September. They are as follows for the last 9 months:

<u>Jan. February March April May June July August September</u> Legal fees: \$0 \$3,612 \$1,812 \$1,524 \$355 \$3,243 \$1,560 \$4,546 \$3,292

The Service Maintenance-Standard went up from \$5,977 in August to \$9,055 in September as a result of the fire inspection and ensuing repairs. Of 10 year water heater batteries about 80 have been replaced, and also smoke detectors and other things have been replaced or repaired. The budget variance is \$3,623.

The Maintenance Replacements were \$7,627 in September over the budget and replaced with Reserves. The Maintenance worked on seven units and installed new refrigerators and did the plumbing and also installed new washers and dryers on the laundry rooms.

Date	9/30/2018	Annual Control of the					Remaining
Reserve items	Balance	Project Cost	Project Cost	Project Cost	Project Cost	Project Cost	Balance
Painting	\$54,430.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,430.66
(Invoice Date)							
Roofing	\$1,774,985.91	\$0.00	\$340,000.00	\$340,000.00	\$425,000.00	\$425,000.00	\$244,985.91
(Invoice Date)			(7/1/2019)	(7/1/2020)	(7/1/2021)	(7/1/2022)	
Infrastructure	\$566,714.88	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$506,714.88
(Invoice Date)			(7/1/2019)	(7/1/2020)	(7/1/2021)	(7/1/2022)	7000).21100
CD Term	- 7	3 months	6 months	1 year	2 year	3 year	
						- Jyeur	
Maturity Date		1/15/2019	4/15/2019	10/15/2019	10/15/2020	10/15/2021	
							Left over
Total Reserves	\$2,396,131.45	\$100,000.00	\$355,000.00	\$355,000.00	\$440,000.00	\$440,000.00	\$706,131.45
						\$706,131.45	
CD Price		\$100,000.00	\$355,000.00	\$355,000.00	\$440,000.00	\$1,146,131.45	
CD Inerest Rate		1.85%	2.30%	2.55%	2.95%	3.10%	Estimate Rate
Interest income		\$1,850.00	\$8,165.00	\$9,052.50	\$12,980.00	\$35,530.07	\$67,577.57
							Interset Income
	Purchase Date	3 months	6 months	1 year	2 year	3 year	
Total Investment	10/15/2018	\$100,000.00	\$355,000.00	\$355,000.00	\$440,000.00	\$1,146,131.45	
		(Will reinvest)					
				X F		Liquidity for Eme	rgency
Emergency funds	9/30/2018	Emerg. Res.	BNY Mellon**	New Em. Res,		Emerg. Res	3 months CD
		\$16,755.26	\$75,154.79	\$91,910.05		\$91,910.05	\$100,000.00
		**Note: Balanc	e difference bet	ween August and	September		

Date	Sept. 2018	Oct. 2018	Nov. 2018	Dec. 2018	2019	2020	2021	2022
Beginning balance in bank	\$551,298.21	\$566,714.88	\$582,131.55	\$597,548.22	\$612,964.89	\$812,964.89	\$1,012,964.89	\$1,212,964.89
Contribution to reserves by the end of this month	\$15,416.67	\$15,416.67	\$15,416.67	\$15,416.67	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Ending balance for Infrastructure reserves	\$566,714.88	\$582,131.55	\$597,548.22	\$612,964.89	\$812,964.89	\$1,012,964.89	\$1,212,964.89	\$1,412,964.89
Date	2023	2024	2025	2026	2027	2028	2029	
Beginning balance in bank	\$1,412,964.89	\$1,248,964.89	\$1,077,684.89	\$898,979.29	\$712,699.58	\$518,694.27	\$316,808.86	
Contribution to reserves by the end of this month	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	
Ending balance for Infrastructure reserves	\$1,612,964.89	\$1,448,964.89	\$1,277,684.89	\$1,098,979.29	\$912,699.58	\$718,694.27	\$516,808.86	
Date to install	Jan. 2024	Jan. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029	Jan. 2030	
Number of building	4	4	4	4	4	4	5	
Cost per building	\$91,000.00	\$92,820.00	\$94,676.40	\$96,569.93	\$98,501.33	\$100,471.35	\$102,480.78	Inflation: 2.0%
Total cost to install	\$364,000.00	\$371,280.00	\$378,705.60	\$386,279.71	\$394,005.31	\$401,885.41	\$512,403.90	
Ending balance after installation	\$1,248,964.89	\$1,077,684.89	\$898,979.29	\$712,699.58	\$518,694.27	\$316,808.86	\$4,404.96	

# Monday November 12, 2018 Clubhouse 04 10:30A-12:30P

# Bring food for a Brunch!!

Topics: information on Air Conditioning, Health Center, Restatement By Laws, Landscape-Organic Pesticides and Herbicides, Tree Trimming in 2019-2020.

GOOD FOOD plus friends. Please bring what you can. We always need plates, napkins, cups, silverware, coffee creamer, juices, water, etc.

Board of Directors Mutual Eight



### Is it bad to have mushrooms growing in my lawn?

#### Answer.

Not really, but elves sure like them! Mushrooms are the spore-producing structures of certain kinds of fungi. Most of these fungi are beneficial because they break down organic matter and release nutrients that are necessary for plant growth. In fall, as the weather begins to cool, mushrooms often pop up in lawns, causing people to wonder where they're coming from and how to control them.

Mushrooms produce tiny spores that are easily blown about in the wind. When these spores reach a favorable place, they germinate and grow. They are very common in areas with decomposing roots or underground stumps from cut down trees, fallen leaves or lawn thatch and other organic matter.

Most people want to control lawn mushrooms. Sorry to say, we have yet to find any chemicals that are effective in controlling them. Most mushrooms are harmless to your lawn, even though you might not like the way they look. The best you can do is to remove them with a rake and de-thatch your lawn in the fall. De-thatching removes the fungi's food source. Simply removing the mushrooms may make your lawn look better, but it will not kill the mycellium from which the mushrooms grow.

You should be extremely cautious about eating wild mushrooms, because many cause illness and some are deadly. Never eat a mushroom unless you are absolutely sure it is safe. A reference book is not enough--there are poisonous mushrooms that look very similar to non-poisonous ones. If you wish to pick wild mushrooms, please get training first!

Hand H Nusery Newsletter 6220 Lakewood Blood. Lakewood. CA 90712 Edikon 1841 October 12, 2018

# ADDITIONAL ITEMS YOU MIGHT LIKE TO INCLUDE IN YOUR GRAB BAG

PHOTOS OF YOUR VALUABLES/OWNERSHIP PAPERS, ETC.

OUT OF STATE TELEPHONE CONTACT FOR FAMILY MEMBERS

BOTTLE OF ASPIRIN/TYLENOL/ADVIL/IBUPROFEN

MEDICATIONS - FOR THREE OR FIVE DAYS and/or list of prescriptions

**EYE GLASSES** 

(Prescription if necessary)

PAIR OF WARM SOCKS/SMALL WARM BLANKET/GLOVES

CHANGE OF UNDERWEAR/SWEATER

SHOES OR SLIPPERS (Protect feet from glass or fallen objects)

MONEY - \$10.00 or more ONE DOLLAR BILLS AND QUARTERS

TOOTHBRUSH AND TOOTHPASTE

HAIR BRUSH/COMB

WASH CLOTH/SMALL TOWEL

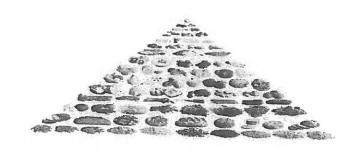
TOILET PAPER/KLEENEX

FEMININE OR MALE PRODUCTS (shaver, etc)

**CAN/BOTTLE OPENER** 

TRASH BAGS

OR ANY ITEM(s) YOU FEEL WILL MAKE THOSE DAYS AWAY FROM HOME MORE COMFORTABLE (if that is possible !!!!)



# **MEAL PROGRAMS**

# Meals on Wheels of Long Beach

Meals are delivered Monday-Friday to your door between 10:30 am through 12:30 pm by a trained and caring Friendly Visitor. All meals are prepared with only the finest and freshest ingredients. Meals are flavorful, without added salt and meet the dietary needs of our clients. Cost is \$41.25 per week which includes a hot meal plus a sandwich or salad. Financial funding available. (562) 439-5000 or www.mowlb.org

# Senior Serv Donation Based Program

This government funded home delivery program prepares and delivers three meals per day, Monday through Friday to homebound, frail, socially isolated seniors. The meals consist of breakfast, a cold lunch, and a frozen dinner. This is a government funded home delivery service which accepts payments on a donation basis only. Suggested donation is \$5.25/day. It is recommended that you phone this agency in the event that Emergency Meals is full. (714) 823-3294 or <a href="https://www.SeniorServ.org">www.SeniorServ.org</a>

# SeniorServ Private Pay Program

This program is designed for those who do not meet the donation-based meal eligibility. Cost is \$10.50 per day. A deposit of \$105 is required to begin services. Clients receive a lunch, a frozen dinner (to be heated in microwave or oven) and one milk per day. Call (714) 823-3294.

# North Seal Beach Senior Center 3333 St. Cloud Dr., Seal Beach

The Senior Center in cooperation with Community Senior Serve offers hot meals program at the Senior Center. The center is open from 9 am to 2 pm Monday through Friday. Lunch is served weekdays at 11:15 am. Arrive by 11 am to check in at the front desk. Suggested donation is \$3 for seniors age 60 and older, \$5 for all others. For more information call (562) 430-6079.LW residents can take the Rossmoor Senior Shopping Shuttle Monday through Friday. Pick up bus at sheltered LW stops.

Susan's Healthy Gourmet – offering fresh, delicious and delivered meals. 888-396-3257 or <a href="https://www.susanshealthygourmet.com">www.susanshealthygourmet.com</a>

Martha's Senior Gourmet – gourmet food delivery service tailored to seniors and their dietary requirements. 949-943-3888 or <a href="https://www.marthasseniorgourmet.com">www.marthasseniorgourmet.com</a>

Lifespring Meals – delivery of delicious nutritious meals and peace of mind. 949-833-2920 or <a href="https://www.lifespringmeals.com">www.lifespringmeals.com</a>

# Mutual Administration Director's Report OCTOBER 2018

# Candle Fire Safety

Don't let this



turn into this



With the holiday season rapidly arriving and with cooler fall temperatures here, many of us enjoy the warmth and light offered by a candle. Candles are decorative, come in many pleasing aromas, and can offer ready and simple light during power outages and emergencies. BUT the use of candles has also resulted in the following statistics (as provided by the U.S. Fire Administration):

- On average, 42 home candle fires are reported every day.
- More than half of all candle fires start when something that could burn, such as furniture, mattresses or bedding, curtains, or decorations too close to the candle.
- In one-fifth (20%) of candle fires, the candles are unattended or abandoned.
- Over one-third (36%) of home candle fires begin in the bedroom.
- Falling asleep is a factor in 12% of home candle fires and 36% of the associated deaths.
- December is the peak time of year for home candle fires. In December, 13% of home candle fires begin with decorations compared to 4% the rest of the year.
- One-half of home candle fire deaths occur between 12:00 midnight and 6:00 a.m.
- Young children and older adults have the highest death risk from candle fires.
- The risk of fatal candle fires appears higher when candles are used for light.

# If you use a candle, please make sure to follow the following candle safety tips:

- Consider using battery-operated or electric flameless candles and fragrance warmers, which can look, smell, and feel like real candles – without the flame.
- If you do use candles, ensure they are in sturdy metal, glass, or ceramic holders, and placed where they cannot be easily knocked over.
- Avoid using candles in bedrooms and sleeping areas.
- Extinguish candles after use and before going to bed.
- Keep candles at least 12 inches from anything that can burn.
- Keep candles out of the reach of children and pets.
- Set a good example by using matches, lighters, and fire carefully.
- Never use a candle where medical oxygen is being used. The two can combine to create a large, unexpected fire.
- Always use a flashlight not a candle for emergency lighting.
- Never put candles on a Christmas tree.
- When using in-home worship, do not place lit candles in windows where blinds and curtains can close over them, or pass handheld candles from one person to another. To lower the risk of fire, candles should be used by only a few designated adults.
- And <u>NEVER</u> leave burning candles unattended!
- Remember! Candle fires are PREVENTABLE. The top six days for home candle fires are:

In the event of a fire, remember time is the biggest enemy and every second counts!

Escape first, and then call 911 for help. Develop a home fire escape plan and practice it frequently, and do not forget about that important emergency "grab-and-go bag". Never stand up in a fire, always crawl low under the smoke, and try to keep your mouth covered. Never return to a burning building for any reason: it may cost you your life.

# The Mutual Administration Director's Report

# OCTOBER 2018



# Wipes cause a pain in the drain!

Even if a product says it is "flushable"...

Unless it is toilet paper, it should not be flushed!

Diapers (including cloth, cotton, disposable, or plastic)

Flushable, disposable, cleaning, or baby wipes

Paper towels, cloth towels, or any type of rag

Feminine hygiene products

□ Facial Tissues







Place the items listed above in a trash can

Putting these items down toilets may plug sewers and cause raw

sewage to back up into YOUR HOME!

# SIGN-IN SHEET

# **BOARD OF DIRECTORS MEETING**

# MUTUAL NO. EIGHT

**DATE: October 22, 2018** 

	<b>GUEST NAME</b>
1.	June Dunn
2.	Sandy Weisenstein
3.	Swana White
4.	Beth Winslow
5.	Charlene Werner
6.	Rich Winslow
7.	Beth Winslow
8.	Priscilla Fain
9.	Carol Evans
10.	Weir Kotecki
11.	Rosie Hangen
12.	Ben Berg
13.	Rod Ellis
14.	Laura Garcia
15.	Larry Sluteky
16.	Lawrence Murphy
17.	Janice Nelson
18.	Dorene Young

## RESIDENT REGULATIONS

# Secondhand Smoke/Nuisance Policy - Mutual Eight

# A. Background on Secondhand Smoke/Nuisance Policy

The Board of Directors ("Board") of the Seal Beach Mutual No. Eight ("Mutual") is charged with ensuring that the Mutual is in compliance with the law and its Governing Documents, while considering the interests of all of its shareholders and residents.

It is well-known that exposure to secondhand smoke is dangerous to individual and public health. This includes exposure from tobacco and marijuana smoke, in addition to smoke from other sources such as e-cigarettes, pipes, cigars, hookahs, fire pits, and barbecues, among other things.

Accordingly, the Board has crafted the policy below in an effort to address secondhand smoke within the Mutual community ("Community").

# B. California Law and Local Regulations on Smoking and Nuisance

California has prohibited smoking in places of employment, in or around public buildings, and within 25 feet of a playground or tot lot. (Labor Code §6404.5; Gov. Code §7596 – 7598, Code of Regulations §5148.)

In addition, California property owners/landlords have the right to make their properties completely smoke-free, anywhere on the property, including common area, units, private balconies, and patios. Civil Code §1947.5

The concept of nuisance can be used to describe an activity or condition that is harmful or annoying to others and interferes with their right to "quiet enjoyment." Examples include: (1) doing something that causes loud noises or objectionable odors; (2) the harm caused by such an activity or condition; and, (3) the legal liability that arises from a combination of these two. (Civil Code §3479 et seq.; Civil Code §3480; Civil Code §3481; and Civil Code §3483.)

The Seal Beach Municipal Code defines a public nuisance as follows:

 A public nuisance is any violation of the code or anything injurious to health, indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by a neighborhood or by a considerable number of persons even when the damage inflicted is unequal.

<sup>&</sup>lt;sup>1</sup> See, eg < https://www.cdc.gov/tobacco/data\_statistics/fact\_sheets/secondhand\_smoke/index.htm>

## MUTUAL OPERATIONS

## RESIDENT REGULATIONS

# Secondhand Smoke/Nuisance Policy - Mutual Eight

Each of the following constitutes a public nuisance: emission of noxious fumes or odors.

(Seal Beach Municipal Code 7.35.010(A)-(B).)

# C. Secondhand Smoke and Nuisance Policy

This policy is intended to address secondhand smoke within the Community.

The Mutual Eight Occupancy Agreement states: "...Member[s] shall not...interfere with the rights of other occupants... nor commit or permit any nuisance on the premises..." Mutual Eight Occupancy Agreement, Article 5 ("Occupancy Agreement").

Accordingly, the following are the Mutual's rules regarding secondhand smoke within the Community:

- No shareholder or occupant shall cause a nuisance to any other occupant due to his/her smoking of any substance.
- Any nuisance caused by a shareholder or occupant shall be treated by the Mutual as a violation of these rules and the Occupancy Agreement.
- In the event that any new shareholders anticipate that there may be any secondhand smoke within their Units, such shareholders shall have their Units insulated at the close of escrow, paid for by the new shareholders. Please see Policy 7708.08 – <u>Listing Inspections</u>
- 4. All insulation of shareholder Units as set forth above shall be conducted by GRF and/or a vendor of GRF, who will then invoice the shareholder for the cost.
- 5. In no case shall the Mutual pay for the insulation of a Unit, and/or the mitigation of the effects of a shareholder's/resident's secondhand smoke.
- Any damages and/or liability arising from the emission of secondhand smoke by a shareholder and/or a resident/occupant/guest, will be borne by the shareholder of the offending Unit.
- There shall be no smoking of any kind on a patio that is not enclosed and insulated.

# RESIDENT REGULATIONS

# Secondhand Smoke/Nuisance Policy – Mutual Eight

- Upon the complaint of any shareholder or resident regarding a potential nuisance due to secondhand smoke, the Mutual and/or GRF will conduct an informal investigation regarding the allegations and facts.
  - a. Following the investigation, if GRF and/or the Mutual deems the complaint to be valid, the shareholder who is the subject of the complaint will be provided the opportunity to insulate his/her Unit, at his/her expense.
  - b. If he/she does not insulate the Unit or take any other steps toward resolving the issue, the Board may call the shareholder to a hearing regarding the complaint, with proper notice.
  - c. If, after the hearing, a determination is made by the Board that the shareholder and/or resident is causing a nuisance due to secondhand smoke and/or other noxious odors within his/her Unit, the shareholder shall have his/her Unit insulated at shareholder's expense.
  - d. The Board may also impose additional requirements for mitigating the issue, and/or take any disciplinary action for a violation of these rules.
  - e. All insulation shall take place within 30 days of the agreement to insulate or a determination by the Board.
- 9. In the event of a violation of these rules, the Mutual reserves the right to pursue any remedy under the law and its Governing Documents, including, but not limited to, imposing a fine after notice and hearing, and engaging in internal dispute resolution pursuant to Mutual Policy 7731.G, among other things.
- 10. If any shareholder or resident believes that he/she is entitled to an exception to any of these rules as a reasonable accommodation of a disability, he/she may submit such a request. All requests will be considered on a case-by-case basis.

MUTUAL

**ADOPTION** 

EIGHT:

# **RESCIND MUTUAL EIGHT**

### **ADMINISTRATIVE SERVICES**

# <u>Listing Inspections</u> All Mutuals Except Mutual 09

The present Occupancy Agreement requires that prospective sellers of Mutual stock obtain Board Waiver of Option before the stock is listed for sale. The Board of Directors of this Corporation requests that any Broker accepting a listing of stock complete the following steps before this listing is executed:

- Deliver to the stock owner, who is requesting the listing, a copy of the Mutual Waiver of Option form. Notify the shareholder that this form must be executed by the Mutual Corporation before the listing can be taken.
- Explain to prospective seller that a listing inspection will be made. Give the shareholder a blank copy of the inspection form.
- Upon completion of the inspection, a copy of the completed inspection form will be sent to the seller.
- 4. When the prospective seller receives the completed inspection form, he/she should contact the Sales Representative that initially made contact and supplied the listing form.

# **MUTUAL ADOPTION**

ONE: 27 May 82 TWO: 01 Apr 82 THREE: 09 Apr 82 FOUR: 21 Apr 82 FIVE: 21 Apr 82 SIX: 26 Mar 82 SEVEN: 20 Aug 82 EIGHT: 26 Apr 82	NINE: TEN: ELEVEN: TWELVE: FOURTEEN: FIFTEEN: SIXTEEN: SEVENTEEN:	12 Apr 82 (see Policy 7708.09) 25 Mar 82 15 Apr 82 08 Apr 82 26 Mar 82 19 Apr 82 09 Sept 82 Not Applicable
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### **MUTUAL OPERATIONS**

# **ADOPT**

### **ADMINISTRATIVE SERVICES**

# **Listing Inspections - Mutual Eight**

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- Deliver to the stock owner, who is requesting the listing, a copy of the Mutual Waiver of Option form. Notify the shareholder that this form must be executed by the Mutual Corporation before the listing can be taken.
- Explain to prospective seller that a listing inspection will be made. Give the shareholder a blank copy of the inspection form and <u>Policy 7532.08 – Secondhand Smoke/Nuisance</u>
- Upon completion of the inspection, a copy of the completed inspection form will be sent to the seller.
- 4. When the prospective seller receives the completed inspection form, he/she should contact the Sales Representative that initially made contact and supplied the listing form.

MUTUAL

**ADOPTION** 

EIGHT:

(draft created on 6-19-18) (draft further amended on 09-25-18 ka)