

**A G E N D A**  
**REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS**  
**SEAL BEACH MUTUAL SIX**  
**April 27, 2018**  
**Meeting begins at 9:30 a.m.**  
**Administration Building Conference Room A**

1. CALL TO ORDER
2. SHAREHOLDER COMMENTS (limited to 2-3 minutes - agenda items only)
3. ROLL CALL
4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):
  - Ms. Hopewell, GRF Representative
  - Mr. Bristow, Security Services Director
  - Ms. Hopkins, Mutual Administration Director
  - Mr. Van Horn, Building Inspector
  - Ms. Pandit, Recording Secretary
5. APPROVAL OF MINUTES:  
**Regular Meeting Minutes of March 23, 2018**
6. BUILDING INSPECTOR'S REPORT Mr. Van Horn  
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (*handout*)
7. GRF REPRESENTATIVE Ms. Hopewell
- 8.. **GUEST SPEAKER – Security Services Director** **Mr. Bristow**
9. **UNFINISHED BUSINESS**
  - a. Ratify Policy 7585.06 – Governing Document Compliance Corrective Measures and Fines (p. 3-5)
  - b. Ratify Policy 7502.06.1 – Adoption of GRF Parking Policy 1927-37 Parking Rules (p. 7-27)
  - c. Update on Concrete Project at Carports 74,75, and 76
  - d. Proposal to Remove Privacy Wall (p. 29)
  - e. Update on Building Captain's Project
  - f. Discuss Planting of Trees in May and June
  - g. Golf Pad approval for Unit 140 – L (p. 31)
  - h. Notify Shareholders regarding new Parking Fines
10. **NEW BUSINESS**
  - a. Purchase of Three Benches for Gazebo (p. 33)
  - b. Bulk Cable Service Agreement – Superwire (p. 35-36)

(Monday, April 23, 2018 ka)

**NEW BUSINESS (continued)**

- c. Shareholder Statement to Vote Cumulatively (p. 37)
- d. Appoint Observers of the 2018 – 2019 Mutual Six Annual Election (p. 39)
- e. Emergency Information Council (p. 41)

**STAFF SECRETARY BREAK 11:00 a.m.**

- 11. SECRETARY / CORRESPONDENCE Ms. Simpson
- 12. CHIEF FINANCIAL OFFICERS REPORT Mr. Turetskiy
- 13. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins
- 14. ANNOUNCEMENTS
- 15. COMMITTEE REPORTS
  - a. Landscape
- 16. DIRECTORS' COMMENTS
- 17. SHAREHOLDER(S)' COMMENTS (2-3 MINUTES)
- 18. ADJOURNMENT
- 19. EXECUTIVE SESSION
  - a. Begins at 8:30 a.m. in Administration Building Conference Room A

**STAFF SECRETARY WILL LEAVE THE MEETING BY 12:10 p.m.**

**NEXT MEETING: May 25, 2018 at 9:30 a.m.  
Administration Building Conference Room A**

# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL SIX BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** RATIFY POLICY 7585.06 – GOVERNING DOCUMENT COMPLIANCE  
CORRECTIVE MEASURES AND FINES  
(UNFINISHED BUSINESS ITEM A)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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On February 23, 2018, the Mutual Board of Directors voted to adopt Policy 7585.06 – Governing Document Compliance Corrective Measures and Fines (attached) and the 30 – day posting period has been met.

***I move to ratify adopted/posted Policy 7585.06 – Governing Document Compliance Corrective Measures and Fines.***

## ADOPT DRAFT

### SHAREHOLDER REGULATIONS

#### GOVERNING DOCUMENT COMPLIANCE CORRECTIVE MEASURES AND FINES – Mutual Six

##### **Basic Compliance Policy:**

The objective of this Compliance Policy shall be to promote and seek voluntary compliance of shareholders for themselves, those qualified to reside with them and the shareholders' visitors including, but not limited to guests, employees and delivery personnel with the Seal Beach Mutual No. Six Occupancy Agreement, Bylaws, 7000 Series Policies, and Rules and Regulations, all as amended and supplemented.

##### **Reporting Violations:**

Any resident shareholder, including any shareholder serving on the Board, may report violations. Contact Security or the Board of Directors.

Such reports shall constitute a complaint and will be documented in writing to include the time, date, nature of violation, circumstances, and location and address of person or persons responsible. The complaint will be provided to the Mutual for review and, if necessary, enforcement action.

##### **Enforcement Procedures:**

The Mutual may, in the Board's discretion, enforce any violation of the "Policies Rules & Regulations" by pursuing, without limitation any one, or combination of, the remedies described below in paragraphs, One, Two, or Three (1, 2, or 3). Notices described in One and Two below shall include a statement inviting the shareholder to a hearing or their right to request a hearing.

1. Send an initial notice of violation letter to the resident shareholder stating the nature of the alleged violation. In the event that the shareholder does not take corrective action and continues to be non-compliant, the notice will include a reasonable date within which to voluntarily comply.
2. Send a notice of violation and intent to impose a fine. Fines will be imposed in accordance with the Mutual's Violation Fine Schedule.
3. An action in law or in equity to recover the sums due for damages injunctive relief or any other appropriate legal or equitable relief that may be available to the Mutual.

##### **Fine Schedule:**

A monetary fine in accordance with the Fine Schedule may be imposed after or concurrent with notice and opportunity for hearing, and the Board of Directors, or committee appointed by the Board, in its discretion, has determined that a resident shareholder is non-compliant with or has violated the "Policies Rules & Regulations".

(draft created on 02-15-18 ka)



**ADOPT DRAFT**

**SHAREHOLDER REGULATIONS**

**GOVERNING DOCUMENT COMPLIANCE CORRECTIVE  
MEASURES AND FINES – Mutual Six**

FINE SCHEDULE

Notice of Violation: Warning or Fine of \$25.00

Continuing non-compliance will result in further fines of \$25.00 for each day the violation continues.

Invoices for fines are due and payable immediately.

MUTUAL    ADOPTION    AMENDMENTS

SIX:

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# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** RATIFY POLICY 7502.06.1 – GRF POLICY 1927-37 PARKING RULES  
(UNFINISHED BUSINESS ITEM B)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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On March 23, 2018, the Board of Directors voted to adopt Policy 7502.06.1 – GRF Policy 1927-37 Parking Rules (attached).

*I move to ratify adopted/posted Policy 7502.06.1 – GRF Policy 1927-37 Parking Rules.*

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

The following Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any PROPERTY regulated by Mutual Six. This also refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements all Shareholders/Members are solely responsible for the actions of their guests and employees; therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

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

**1. PREFACE**

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

**2. DEFINITIONS**

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

**2.1. ALTERNATIVE DISPUTE RESOLUTIONS (ADR)**

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

**2.2. ASSIGNED PARKING**

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

**2.3. BICYCLE/TRICYCLE**

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

**2.4. CAREGIVER**

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

**2.5. COMMERCIAL VEHICLES**

A motor vehicle of a type required to be registered and used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. A COMMERCIAL VEHICLE shall also mean any type of vehicle, which includes without limitation, a truck, van or trailer that has one or more of the following traits:

(draft created on 02-15-18 ka)

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**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 2.5.1. Larger than one (1) ton carry weight;
  - 2.5.2. Bares a prominent business name or advertisement. If the graphic medium is removable, such as a magnetically attached sign, this element does not apply when all such signage is removed and stored out of view;
  - 2.5.3. Normally employed or designed for commercial business use, whether or not a business name or advertisement is displayed.
  - 2.5.4. Racks, materials, ladders, tool boxes and/or tools are visible on the exterior of the vehicle;
  - 2.5.5. Used to haul any hazardous materials;
  - 2.5.6. Designed to carry more than 15 (fifteen) passengers.
- 2.6. DUE PROCESS**  
An established course for judicial proceedings or other governmental activities designed to safeguard the legal rights of the individual.
- 2.7. ELECTRIC BICYCLE**  
Two-wheeled vehicle supplemented with an electric motor.
- 2.8. GOLF CART**  
A motor vehicle having not less than three wheels in contact with the ground, having an unladed weight of less than 1,300 pounds, which is designated to be and is operated at no more than 20 mph, and has a maximum width of 48".
- 2.9. INTERNAL DISPUTE RESOLUTION (IDR)**  
An internal due process procedure offering an opportunity for both sides to meet and confer in good faith in an effort to resolve a dispute and reach a resolution of alleged violations of community rules.
- 2.10. LOW-SPEED VEHICLE (LSV)**  
A motor vehicle which is designed to travel in excess of 20 MPH with a maximum speed of 25 MPH. LSV's less than 48" in width shall be driven in accordance with the rules and regulations established for Golf Carts. LSV's that are more than 48" in width are prohibited from all walkways and sidewalks.

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****2.11. MOBILITY SCOOTER**

A vehicle that is propelled by an electric motor with a battery pack on the vehicle. This vehicle is self-propelled.

**2.12. MOTORCYCLE**

A motorcycle has more than a 150cc engine size, and no more than three wheels and has to be registered with the Department of Motor Vehicles (DMV).

**2.13. MOTOR-DRIVEN CYCLE**

A motor-driven cycle has 149cc or less engine size (CVC §405) and has to be registered.

**2.14. NON-RESIDENT**

A person without the right under the governing documents and applicable law to occupy a dwelling within a Mutual.

**2.15. PARKING PERMIT BINDER**

A register maintained by the Security Department to document vehicles granted a limited exception to certain parking rules.

Examples: Extended RESIDENT'S absence, overnight RV parking, late night calls for overnight guests without a parking permit.

**2.16. PARKING RULES VIOLATION PANEL (PRV)**

The Mutual Six Board of Directors (BOD) has established a committee consisting of a facilitator (officer), two (2) Mutual Six directors and an alternate as may be designated from time to time by the BOD and assigned to meet on a rotating schedule to hear Shareholder/Member disputes regarding Parking RULES VIOLATIONS NOTICES issued by Security Department.

**2.17. PEDESTRIAN**

Any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. This also includes any person operating a self-propelled wheelchair, motorized scooter, tricycle or quadricycle.

**2.18. PROHIBITED VEHICLES**

**2.18.1.** Aircraft;

**2.18.2.** Boats, personal watercraft, and their trailers, except as allowed in Section 3.8 – Recreational Vehicles Restricted;

**2.18.3.** INOPERABLE VEHICLE: a vehicle that lacks a functioning engine or transmission, or non-functioning wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways;

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 2.18.4.** Off-road vehicle (not street licensed) other than GOLF CART or GOLF CAR;
- 2.18.5.** UNAUTHORIZED VEHICLE: Use of a motor vehicle in the community without consent of Mutual Six;
- 2.18.6.** UNREGISTERED VEHICLE: no current valid State registration; or
- 2.18.7.** Vehicle designed to carry 12 (twelve) or more passengers.  
EXCEPTION:  
Buses or limousines to load or offload passengers with approval from the Security Department or Recreation Departments.
- 2.19. RECREATIONAL VEHICLE (RV)**  
A motor vehicle or trailer for recreational dwelling purposes; a motor home or other vehicle with a motor home body style which has its own motor power or is towed by another vehicle.  
EXCEPTION:  
Van camper conversions.
- 2.20. RESERVED PARKING**  
A parking location that is marked as such by a sign, or curb or pavement marking is set-aside for use only by the designated user(s).
- 2.21. RULES VIOLATION NOTICE (CITATION)**  
A written notification of a violation of GRF parking policies placed on the violating vehicle. This information is forwarded to the Mutual Six President.
- 2.22. TRUST PROPERTY**  
All land operated by the GRF on behalf of the Mutuels.
- 2.23. TRUST STREETS**  
Streets with names.
- 2.24. UNASSIGNED PARKING**  
Not an ASSIGNED PARKING space.
- 2.25. UNAUTHORIZED VEHICLE**  
A vehicle not permitted to be on TRUST PROPERTY.
- 2.26. VEHICLE USED FOR RECREATION (VUFR)**  
Boats, boat trailers, all-terrain vehicles (ATVs), trailers used to transport ATVs.



**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****3. RULES FOR PARKING****3.1. PROHIBITED VEHICLES**

3.1.1. No PROHIBITED VEHICLE shall be parked on TRUST PROPERTY.

3.1.2. At no time, shall any vehicle be parked on MUTUAL SIX PROPERTY if it is leaking any fluids.

**EXCEPTION:**

Clear Water

3.1.3. Any of these types of vehicles are subject to immediate towing at the owner's expense. (See Policy 7582 – Towing Vehicles).

**3.2. TEMPORARY PARKING PERMITS**

3.2.1. The following Parking Permits are issued by Security Department

3.2.2. All Parking Permits must be displayed on dashboard of vehicle or on the king pin of a fifth wheel or the tongue of a trailer:

3.2.2.1. Shareholders/Member for use on rental or new vehicle;

3.2.2.2. Guest of Shareholders/Member;

3.2.2.3. Overnight Parking Permit at request of Shareholders/Member for Guest.

**3.3. GENERAL PARKING RULES**

3.3.1. Park Safely – At no time may a vehicle be parked in a manner creating a traffic hazard.

3.3.2. No animal or child is allowed to be left alone in any parked vehicle on MUTUAL SIX PROPERTY. Animal Control or Seal Beach Police will be called immediately in either circumstance.

3.3.3. Fire Hydrant – At no time may a vehicle be parked within 15 feet of a fire hydrant. Vehicles in violation are subject to immediate tow-away at owner's expense. (See Policy 7582 – Towing Vehicles).

3.3.4. Sidewalk – No vehicle may be parked with any portion of it on a sidewalk.

3.3.5. Off Pavement – At no time may a vehicle over 1,300 lbs be parked with any portion of it off pavement.

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 3.3.6.** Curb or Parking Stall – Vehicles may park in a designated parking stall or along a curb or sidewalk, unless otherwise provided herein.

Vehicles on a two-way travel roadway must be parked with the passenger side wheels within 18 (eighteen) inches of the curb or sidewalk.

- 3.3.6.1.** Vehicle must be parked completely within the marked boundaries of a parking space
- 3.3.6.2.** A vehicle may be parked in a location that is not a marked stall; however, at no time may it be parked in a manner that creates a traffic hazard, interferes with other vehicle access, PEDESTRIAN traffic, or access to facilities or equipment.
- 3.3.6.3.** Any vehicle without proof of current valid State registration or registered by GRF Security may not be parked on MUTUAL SIX PROPERTY at any time.
- 3.3.6.4.** Any vehicles without a license plate, decal, or note from Director with temporary permission to park displayed on the dash may not be parked on MUTUAL SIX PROPERTY.
- 3.3.6.5.** Trailers not connected to a vehicle are not permitted to be parked on MUTUAL SIX PROPERTY for more than 72 hours.
- Such trailers may be parked in the Permit section at Clubhouse 4 (four) only with a permit issued by the Security Department.
- 3.3.6.6.** Pods, moving trailers or similar portable storage units are not permitted on MUTUAL SIX PROPERTY without Security Department authorization.
- 3.3.6.7.** Vehicles in violation are subject to immediate tow away at owner's expense. (See Policy 7582 – Towing Vehicles).

**3.4. PARKING ZONES**

- 3.4.1.** Red Zones – Vehicles in violation are subject to immediate tow away at owner's expense. (See Policy 7582 – Towing Vehicles).
- 3.4.1.1.** Fire Hydrant or Fire Lane: No person shall park or leave standing any vehicle within 15 (fifteen) feet of a fire hydrant even if the curb is unpainted.

(draft created on 02-15-18 ka)

(draft update on 03-15-18 04-06-18 td/ka)Page 6 of 20

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

3.4.1.2. Non-Fire Lanes: A vehicle may not be left unattended.

3.4.1.3. Bus Stops: No person shall park or leave standing any vehicle within 30 (thirty) feet on bus stop side of the street to provide for loading and unloading of buses.

3.4.1.4. Drive-up Mail Boxes: No person shall park or leave unattended any vehicle within 15 (fifteen) feet of the mail box.

3.4.2. Blue Zone (Handicapped): Vehicles must display a valid, government-issued disabled (handicapped) license plate or placard, or handicap sticker issued by Security.

3.4.3. Green Zone: Parking may not exceed time limit posted by sign or curb marking.

**EXCEPTION:**

Unlimited time parking in a Green Zone is permitted only when the vehicle is displaying a valid government-issued disabled (handicapped) license or placard.

3.4.4. White Zone: Passenger loading and unloading only. Time limit: 30 (thirty) minutes.

3.4.5. Yellow Zone: Commercial vehicle loading and unloading only: 30 (thirty) minutes.

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

**3.5. RESIDENT'S PARKING**

A RESIDENT'S vehicle (not RV or VUFR) may be parked for no more than 72 (seventy-two) hours in one location without first notifying the Security Department.

**3.6. NON-RESIDENT PARKING**

NON-RESIDENT vehicles are not eligible for extended parking privileges without permit issued by the Security Department.

3.6.1. Any violation of this section may result in vehicle being towed at the owner's expense. (See Policy 7582 – Towing Vehicles).

**3.7. CAREGIVER PARKING**

A CAREGIVER may park on TRUST PROPERTY only when a CAREGIVER parking pass is displayed on the dashboard of the vehicle.

For Caregiver parking rights, the person must be registered with the GRF Stock Transfer office.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS**Adoption of GRF Policy 1927-37 – Parking Rules**3.8. CONTRACTOR AND SERVICE VEHICLE PARKING**

- 3.8.1. Contractors' vehicles must comply with all rules set forth herein and must not obstruct or park on the sidewalk.
- 3.8.2. Contractor and service vehicles, including personal vehicles driven by workers shall not be parked on MUTUAL SIX PROPERTY (TRUST STREETS included) overnight without a permit.

**3.9. OVERNIGHT PARKING PERMITS**

- 3.9.1. RESIDENT overnight parking is prohibited without a Security Department issued vehicle decal or Overnight Parking Permit.
- 3.9.2. COMMERCIAL VEHICLES, equipment, and materials utilized in authorized activities conducted for the Mutual, or its RESIDENTS overnight parking is not permitted without an Overnight Parking Permit issued by the Security Department.  
EXCEPTION:  
COMMERCIAL VEHICLES parked in assigned rental spaces in Allen's Alley by Clubhouse 2 (Two).
- 3.9.3. The Overnight Parking Permit must be displayed face-up on the driver side dashboard of the MOTOR VEHICLE, or prominently affixed to the front of trailers or equipment.
- 3.9.4. The following vehicles and equipment are prohibited from parking on TRUST STREETS at any time between the hours of 12:00 a.m. and 7:00 a.m. unless otherwise addressed in this policy.
  - 3.9.4.1. Vehicle not displaying a valid GRF decal or Overnight Parking Permit.
  - 3.9.4.2. Recreational Vehicle – except as provided below in Section 3.10 – “Recreational Vehicles Restrictions.”
  - 3.9.4.3. COMMERCIAL VEHICLE, construction/ maintenance equipment, storage and disposal units, building materials.

**3.10. RECREATIONAL VEHICLES (RV) or VEHICLE USED FOR RECREATION (VUFR) RESTRICTIONS**

An RV or VUFR may be parked on MUTUAL SIX PROPERTY only when meeting all of the following conditions:

- 3.10.1. RV parked at any MUTUAL SIX PROPERTY facility **MUST** have Security Department issued decal or a Parking Permit.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 3.10.2. RV or VUFR is parked up to 72 (seventy-two) hours for the purpose of loading or unloading.
- 3.10.3. Other activities, such as sleeping or resting in the RV or VUFR, and vehicle maintenance are not allowed.
- 3.10.4. 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 ONLY be used between the hours of 8:00 a.m. and 8:00 p.m. while loading or unloading the vehicle.
- 3.10.5. Extensions such as slide-outs, tilt-outs, and awnings must be closed. Steps must not block the sidewalk.
- 3.10.6. RV or VUFR may not be attached to any external power supply.
- 3.10.7. Leveling jacks, if used, must include a base plate sufficient to prevent damage to pavement.
- 3.10.8. No animals or children are to be left unattended on or within any RV or VUFR at any time.

**3.11. “FOR SALE” SIGNS**

"For Sale" signage shall not be displayed on any vehicle on MUTUAL SIX PROPERTY.

**3.12. REPAIRS**

Vehicles may not be rebuilt or rehabilitated, major service may not be performed, and fluids may not be changed on any MUTUAL SIX PROPERTY.

**3.13. WASHING**

All washing of vehicles must be done at the car and RV washing areas behind Clubhouse 2 (Two). Vehicles must have a GRF decal. NON-RESIDENTS shall not be permitted to wash their vehicle anywhere on MUTUAL SIX PROPERTY.

**3.14 MUTUAL AND STREET PARKING**

Shareholders with one vehicle registered to their apartment may park in their carport space or on a Mutual or Trust street. Shareholders with two or more vehicles registered to their apartment may park one vehicle on a Mutual street. The other vehicle(s) must be parked in their carport space or on a Trust street.

Shareholders with a golf cart may only park: 1. on an approved pad in front of their apartment, 2. in their carport space, or 3. on a Trust street. No golf carts are permitted to park on a Mutual street.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

Vehicles that are violating, and not in accordance with this Policy 7502.06.1, Policy 7582 – Towing Vehicles, and Policy 7502.06 – Carport Regulations, as well as vehicles not belonging to Mutual Six residents or their visitors, will receive a 96-hour Notice to Tow, and will be towed by Mr. C's Towing, and any other Towing Company under contract with Mutual Six, for such purposes. This will be done at the owner's expense.

- 3.15** All vehicles parked, or operating on Mutual Six property, must be in operating Condition as described in the California Department of Motor Vehicles Code, Division 12/Equipment of Vehicles/Articles 24000-28150, or they will be towed at the Owner's Expense.

No vehicle may remain in the same parking space for more than 72 hours, and at that time, may not be moved to an adjacent parking space

**4. TRUST PROPERTY PARKING AREAS****4.1. CLUBHOUSE ONE**

- 4.1.1.** Parking next to the Wood Shop is prohibited between 11:00 p.m. and 7:00 a.m.
- 4.1.2.** Parking is prohibited between 11:00 p.m. and 7:00 a.m. in the spaces on the west side of the clubhouse (Burning Tree).
- 4.1.3.** Parking is permitted up to 72 (seventy-two) hours in the lot across from the clubhouse next to the golf course.

**4.2. CLUBHOUSE TWO**

- 4.2.1.** Parking next to the Wood Shop and car wash is prohibited between 11:00 p.m. and 7:00 a.m.
- 4.2.2.** 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).
- 4.2.3.** Parking is permitted up to 72 (seventy-two) hours in the lot between the clubhouse and the RV lot.

**4.3. CLUBHOUSE THREE & FOUR****4.3.1. Permit Parking**

The three (3) approved locations within the Clubhouse 4 (four) 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:

(draft created on 02-15-18 ka)

(draft update on 03-15-18 04-06-18 td/ka)Page 10 of 20



**COMMUNITY OPERATIONS**

**ADOPT DRAFT POLICY**

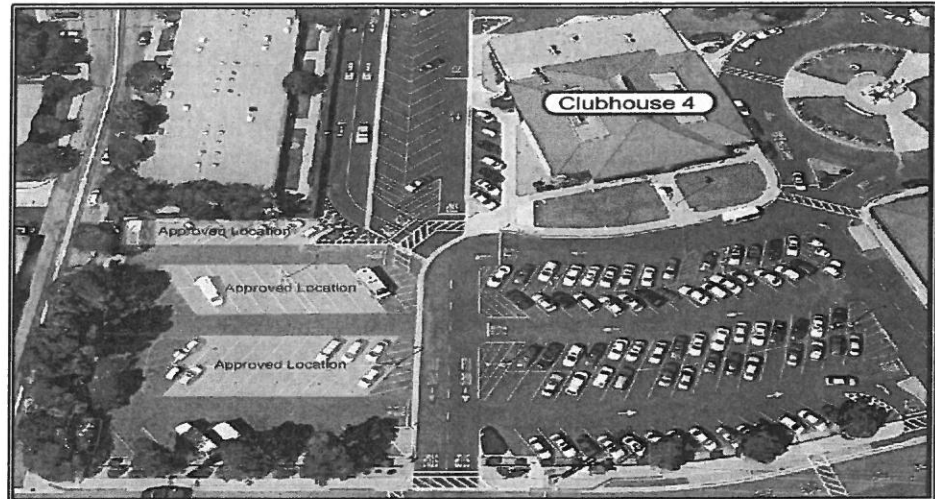
**RESIDENT REGULATIONS**

**Adoption of GRF Policy 1927-37 – Parking Rules**

The Radio Club Yellow Emergency Van  
Innovative Cleaning Service Vehicles

DRAFT



COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****4.3.2. Identification**

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

**4.3.3. RVs and VUFRs**

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

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

**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****4.3.3.3. Maximum Consecutive Nights**

Shareholders/Members may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 21 (twenty-one) days at no charge. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

Guests may park one (1) RV (and boat or trailer) or VUFR at a time temporarily in the approved location within the Clubhouse 4 (four) parking lot for a maximum of 14 (fourteen) days at no charge. An additional 7 (seven) days are available with a fee. See section below. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

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

**EXCEPTION:**

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

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

- 4.3.3.6.** Failure to comply may result in towing of the vehicle at the owner's expense.

**4.3.4. Use of an RV or VUFR**

- 4.3.4.1.** Shareholders/Members and Guests may live in a RV or VUFR parked in the community for a maximum of seven (7) days. This includes sleeping, cooking or any other activities not associated with preparation of the vehicle for travel or storage.

- 4.3.4.2.** No animal or child shall be left alone in a vehicle at any

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COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

time.

- 4.3.5. Safety Requirements – All sections of the California Vehicle Code that are applicable to RVs and VUFRs shall be adhered to while parked in community.
- 4.3.6. Parking Fees for RV or VUFR
  - 4.3.6.1. Shareholder/Member: Twenty-one (21) days – No Charge.
  - 4.3.6.2. Guest of Shareholders/Member:  
There is no charge for the first fourteen (14) days.  
The following seven (7) days will be charged at rate of \$20.00 per day.
  - 4.3.6.3. Payment will be collected by the Security Department at the time the Parking Permit is issued. Checks only. All other types of payments will be made at the Finance Department.
  - 4.3.6.4. A second term will be allowed within twelve calendar months provided that the RV or VUFR has been out of the community for no less than one hundred eighty (180) days.

**4.4. BUILDING FIVE, CLUBHOUSE SIX, HEALTHCARE CENTER, ADMINISTRATION AND ALLEY**

No overnight parking is permitted.

EXCEPTIONS:

Security Vehicles;  
CARE ambulances;  
Pharmacy delivery vehicles; and  
Two (2) Healthcare Vehicles;  
24 Hour Nurse;  
HCC Golf Cart;  
GRF Vehicles; and  
Innovative cleaning service vehicles.

**4.5. AMPHITHEATER**

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**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 4.5.1. No Shareholder/member may park in any space marked for "Staff" or HCC between the hours of 7am to 6pm, Monday to Friday.
- 4.5.2. The parking space designated for the HCC 24-Hour Nurse may never be used by anyone else except that employee and the HCC Golf Cart.

**5. BICYCLES/TRICYCLES**

BICYCLES or TRICYCLES may not be parked in any manner interfering with foot or vehicle traffic. Bicycles must be parked utilizing parking racks where provided. Mutual Six is not liable for damaged, lost or stolen property.

Attended BICYCLES or TRICYCLES may be parked off pavement, but only in such a manner as not to damage landscaping.

Parking on a sidewalk is prohibited.

**6. TOWING**

The Security Department will take steps to identify the owner and make contact. Failure to contact the vehicle owner shall not affect the ability of Mutual Six to tow any vehicle in violation of these rules or posted signage.

**6.1. Immediate Towing Situation**

A vehicle parked in either Red Zone "Fire Lane" or "Fire Hydrant."

**6.2. Red Ticket Towing Notice**

The vehicle has been issued a notice of parking violation, and 96 hours have elapsed since the issuance of that notice.

**7. DUE PROCESS**

Due Process is a set of procedures of increasing stages of formality and associated additional costs to both parties.

**7.1. Internal Dispute Resolution (IDR) Process**

7.1.1. Person charged with the violation (Violator) can pay the fine. The citation has the fines for parking violations on the reverse side of the form.

7.1.2. The Violator has the right to contest the "rules violation" in writing to the Parking Rules and Violations Panel (PRV) within ten (10) business days of the date of the violation,

7.1.3. A hearing will be scheduled by the PRV of Mutual Six.

7.1.4. Violator may submit a response in writing within ten (10) business

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

days of the violation to the PRV, if they are unable to attend the hearing.

**7.1.5.** The PRV must be notified ten (10) business days prior to the hearing if interpreter's services are needed and the language required.

**7.1.6.** Shareholders/Members will be notified in writing of the results of the hearing within 15 business days.

**7.2. Notice of Hearing**

The written RULES VIOLATION NOTICE (Citation) serves as written notice of the violation and hearing (Civ. Code §5855). The following items will be set forth in the written Violation of Rules:

**7.2.1.** Description of violation, including time of violation and location and possible penalties (including possible monetary penalties); and

**7.2.2.** Hearing date, time, and location of Hearing.

**7.3. Notice Handout**

This document supplements the Citation and must contain the following:

**7.3.1.** The date, time, and place of the hearing;

**7.3.2.** The nature of the alleged violation (including the date/time and location) for which a member may be disciplined;

**7.3.3.** A statement that the member has a right to attend the hearing and present evidence. (Civ. Code §5855(b).);

**7.3.4.** Notification that a "Failure to Respond" will acknowledge acceptance of the violation and the corresponding fine may be imposed; and

**7.3.5.** A section to indicate the need for an interpreter and the language requested. The PRV must be notified at least ten (10) business days prior to the hearing if the Shareholder/member will bring an interpreter.

**7.4. Extensions**

The Shareholders/Member may request one extension of the panel hearing under these following circumstances:

**7.4.1.** An extension of Hearing date at least 48 (forty-eight) hours prior to the scheduled PRV hearing with no explanation;

**7.4.2.** An extension for medical, health or family issues;

**7.4.3.** The written notification to the PRV panel that the Violator is bringing a lawyer. This will require a minimum 30-day extension to insure PRV

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

attorney will be present, or

7.4.4. A second extension may be granted by the PRV.

**7.5. PRV Hearing**

7.5.1. Defense - The Shareholders/Member has the right to examine and refute evidence. The photos may be viewed in the Security Office by appointment. The Security Department will have a representative present to explain all relevant information and evidence. This may include questions during the hearing. Members also have the right to submit their defense in writing rather than make an appearance before the PRV. (Corp. Code §7341(c)(3).)

7.5.2. Lawyers - The Shareholders/Member has a "right" to bring a lawyer to represent them in an IDR hearing. The Shareholder/Member must provide a 30-day written notification to the Panel. The Shareholder/Member may bring an Observer or interpreter.

7.5.3. The Panel Session is a closed meeting. Hearings will be held in executive session. The Shareholder/Member may request an open hearing.

7.5.4. If the Shareholders/Member does not appear at the scheduled meeting without prior notification to the Panel, this will be accepted as agreement by the Shareholders/Member of the validity of the violation and the appropriate fine may be assessed.

**7.6. Post-Hearing Due Process**

7.6.1. Findings - The PRV panel shall make "findings" to support the panel's decision regarding the alleged violation. Findings may allow for vacating the citation.

7.6.2. The fine is reasonable and rationally related to the operations of the association. The session will include violation number and results of hearing.

7.6.3. Notice of Decision. Notice of the panel's decision must be given by first-class mail within 15 business days following the PRV's decision (Civ. Code §5855(c); Corp. Code §7341(c)(2).) The letter of decision shall include the panel's findings.

**7.7. The PRV Panel**

7.7.1. GRF must have a published enforcement policy in place as required by law.

7.7.2. Panel will meet on the 4th Monday of each month at 9:00 a.m. in Administration Conference Room A.

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**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

- 7.7.3.** A second meeting will be scheduled if the volume of hearing requests is too large; it will meet on the 4<sup>th</sup> Wednesday at 1:00 p.m. in Conference Room B.

**EXCEPTION:**

- 7.7.3.1.** Contractors will be adjudicated by the Facilities Director.
- 7.7.3.2.** Health Care Center (HCC) employees will be adjudicated by HCC management.
- 7.7.3.3.** GRF employees will be adjudicated by GRF Human Resources Department.



**COMMUNITY OPERATIONS****ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules****FEES (FINES) FOR PARKING RULES VIOLATIONS ON TRUST PROPERTY**

The following Parking Rules are strictly enforced and are applicable to all persons controlling or operating vehicles on any PROPERTY regulated by Mutual Six. This also refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements all Shareholders/Members are solely responsible for the actions of their guests and employees; therefore they are solely responsible for the fines and penalties incurred by their guests or employees.

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

**1. FINES FOR PARKING VIOLATIONS**

Fee explanations for Fine table below:

- 1.1 Any animal or child left unattended in a vehicle will be reported immediately to Animal Control or Seal Beach Police.
- 1.2 First Offense
 

The first offense may result in either a Fix-It citation, a Warning, a Fine or the vehicle being towed. See table below.

A Fix-It citation allows 30 days for resolving the problem.

The fine may be waived by the PRV Panel.
- 1.3 Additional citations may be issued after each 24-hour period.
- 1.4 After the fourth RV or VUFR violation all RV or VUFR parking privileges are suspended for twelve (12) months beginning with the date of the fourth infraction.

COMMUNITY OPERATIONS**ADOPT DRAFT POLICY****RESIDENT REGULATIONS****Adoption of GRF Policy 1927-37 – Parking Rules**

<b>Violation</b>	<b>1st</b>	<b>2nd and Subsequent</b>
1. Assigned Parking Space or restricted parking Space.	<b>25.00</b>	<b>25.00</b>
2. Blocking Crosswalk	<b>25.00</b>	<b>25.00</b>
3. Expired or Invalid State Vehicle Registration*	<b>50.00</b>	<b>50.00</b>
4. Flat Tires	<b>Fix-It</b>	<b>25.00</b>
5. "For Sale" sign on Vehicle	<b>20.00</b>	<b>20.00</b>
6. Handicap Parking without Placard or Handicap ID Displayed	<b>100.00*</b>	<b>200.00</b>
7. Hazardous Materials Leaking	<b>50.00</b>	<b>50.00</b>
8. Limited Time Parking	<b>20.00</b>	<b>20.00</b>
9. Maintenance or Repair	<b>25.00</b>	<b>25.00</b>
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	<b>20.00</b>	<b>20.00</b>
11. Parked on Sidewalk or Grass	<b>25.00</b>	<b>25.00</b>
12. RED ZONE: Bus Stop	<b>25.00</b>	<b>25.00</b>
13. RED ZONE: Fire Hydrant	<b>100.00</b>	<b>200.00</b>
14. RED ZONE: Mail Box	<b>25.00</b>	<b>25.00</b>
15. RV or VUFR - Generator Running 8pm – 8am		<b>50.00</b>
16. RV or VUFR - Jack Support: None or Inadequate	<b>50.00</b>	<b>50.00</b>
17. RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	<b>40.00</b>	<b>40.00</b>
18. Washing any vehicle on Trust Property (except Car Wash areas)	<b>20.00</b>	<b>20.00</b>
19. Washing a Non-resident Vehicle at Car Wash	<b>20.00</b>	<b>20.00</b>

\* Fine will be waived on first offense if placard and/or paperwork that was current at time of Citation is presented. The Security Services Director has the right to waive the first offence fine if needed paperwork is presented to them.

**MUTUAL ADOPTION AMENDMENTS**

SIX:

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# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** PROPOSAL TO REMOVE PRIVACY WALL  
(UNFINISHED BUSINESS ITEM D)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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*I move to approve / deny the removal of the privacy wall, located at Unit 55-E, at a cost of \$ \_\_\_\_\_, to be paid by the resident.*

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# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** GOLF PAD APPROVAL UNIT 140-L (UNFINISHED BUSINESS ITEM G)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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*I move to approve / deny the golf pad at Unit 140-L, at a cost not to exceed \$ \_\_\_\_\_, with work to be completed by \_\_\_\_\_.*

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# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** PURCHASE OF THREE BENCHES FOR GAZEBO (NEW BUSINESS ITEM A)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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*I move to approve / deny the purchase of three benches for the Mutual Six Gazebo, with work to be done by \_\_\_\_\_ at a cost not to exceed, \$\_\_\_\_\_.*

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# Mutual Corporation No. Six

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** BULK CABLE SERVICE AGREEMENT – SUPERWIRE (NEW BUSINESS ITEM B)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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At the April 5, 2018, Presidents Council, Executive Director Randy Ankeny, discussed the Bulk Cable Service Agreement with Superwire. Mr. Ankeny has respectfully requested that each Mutual Board authorize GRF to seek and negotiate as directed and on behalf of the combined Mutuals a new bulk cable agreement. Of note: such action by the Mutuals require unanimous consent, as preliminary research on cable providers, note exclusive rights.

Please be advised, on February 18, 2019, the agreement between GRF and Superwire will terminate and action is requested by each Mutual Board as follows.

**Resolution to authorize GRF to negotiate a mutually beneficial bulk cable service agreement:**

**WHEREAS**, GOLDEN RAIN FOUNDATION (hereinafter "GRF") through its volunteer Board of Directors, is responsible for management, control and administration of a residential common interest development (the "Project"), under the Declaration of Trust ("Trust"), which grants the Foundation the authority to manage and govern trust property and community facilities, all within what is known as Seal Beach Leisure World, consisting of sixteen (16) Mutuals (hereinafter the "Mutuals");

**WHEREAS**, notwithstanding the foregoing, GRF is not a housing provider, and neither owns or operates any housing for the residents in the Project;

**WHEREAS**, each Mutual in Seal Beach Leisure World, is its own fully-functioning association with its own Occupancy Agreements, Bylaws, Rules, Resolutions and Policies. Mutual Boards direct GRF to take action on their behalf pursuant to the Management Agreements between GRF and each Mutual, and pursuant to applicable law;

**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));

**Resolution to authorize GRF to negotiate a mutually beneficial bulk cable service agreement (continued):**

**WHEREAS**, the Management Agreements between GRF and each Mutual state that GRF has a duty to "Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover." (Management Agreement, FOURTH, Section (f) (Mutuals 1-11; 14-15; 17); FOURTH, Section (g) (Mutuals 12, 16));

**WHEREAS**, the agreement between GRF and Superwire Telecom, Inc, shall expire on February 18, 2019;

**WHEREAS**, negotiations for any bulk cable services will require the joint and unanimous consent of all Mutuals to authorize GRF to negotiate a bulk cable service agreement for a period not to exceed five (5) years;

**NOW, THEREFORE**, be resolved that the following Resolution is adopted by the Board of Directors:

The officers and staff of GRF are hereby authorized on behalf of the Mutual to negotiate a mutually beneficial bulk cable service agreement for a period not to exceed (5) years. Such authorization is contingent upon the collective approval of all Mutual Boards.

# *Mutual Corporation No. Six*

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** SHAREHOLDER STATEMENT TO VOTE CUMULATIVELY (NEW BUSINESS  
ITEM C)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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Per the Mutuals' Bylaws Article IV, Section 7, I (**please state your first and last name**), shareholder of Mutual Six, intend to vote cumulatively for the election of Directors for the 2018-2019 term of office.

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# Mutual Corporation No. Six

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## MEMO

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**TO:** MUTUAL BOARD OF DIRECTORS  
**FROM:** MUTUAL ADMINISTRATION  
**SUBJECT:** APPOINT OBSERVERS OF THE 2018–2019 MUTUAL SIX ANNUAL ELECTION  
(NEW BUSINESS ITEM D)  
**DATE:** APRIL 27, 2018  
**CC:** MUTUAL FILE

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In accordance with Policy 7210 – Annual Elections (attached), item 4, subsection b, as follows

b. Observers of the Election Appointed By the Board of Directors

*There shall be three (3) observers of the election appointed by the Mutual Board of Directors 90 days before the annual meeting day. The Board may also appoint alternative observers of the election. The observers of the election may appoint and oversee additional assistant observers of the election in any number deemed to be reasonable by the Mutual Board of Directors.*

The Mutual Six Board of Directors appoint the following shareholders as observers of the 2018 – 2019 Annual Election

1. \_\_\_\_\_, Unit \_\_\_\_\_
2. \_\_\_\_\_, Unit \_\_\_\_\_
3. \_\_\_\_\_, Unit \_\_\_\_\_



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March 16, 2018

To All Mutual Boards of Directors,

It is understood that the Golden Rain Foundation and/or any Mutual Board of Directors do not have responsibility to provide supplies or emergency services to residents of Leisure World in the event of a disaster.

It is therefore important for every resident to become informed on what to do to be ready for such an occurrence and not expect that help will be available.

The Emergency Information Council (EIC) are members/residents of mutuals in Leisure World who meet and gather information on disaster preparedness to help spread the word and encourage everyone to be proactive in self-sufficiency.

The council is asking your support in this effort by requesting a representative from your mutual to attend the monthly EIC meetings. The benefit of participation would be the increased awareness of personal responsibility in this area and steps that can be taken by each of us to help ourselves.

Respectfully,

Kathy Almeida  
EIC Chairperson  
M1.kalmeida@yahoo.com