

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL SEVENTEEN
August 7, 2018
Meeting begins at 1:30 p.m.
Administration Building Conference Room A

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. RESIDENT(S) COMMENTS (2-3 minutes per shareholder. Agenda items only)
3. ROLL CALL
4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

Mr. Moore, GRF Representative
Ms. Hopkins, Mutual Administration Director
Mr. Harper, Building Inspector
Ms. Villalobos, Recording Secretary
5. APPROVAL OF MINUTES:
Regular Meeting Minutes of July 3, 2018
6. BUILDING INSPECTOR'S REPORT Mr. Harper
Permit Activity; Escrow Activity; Contracts & Projects; Shareholder and Mutual Requests (p. 3)
7. GRF REPRESENTATIVE Mr. Moore
8. **UNFINISHED BUSINESS**
None
9. **NEW BUSINESS**
 - a. Discuss and vote to approve/deny Mr. C's towing agreement for 2018-2019 (p.4)
 - b. Discuss and vote to adopt Policy 7490.pb.17- Payment and Performance Bond (p. 5-6)
 - c. Discuss and vote to adopt Policy 7541 - Co-Occupants, Qualified Permanent Residents and Health Care Providers (p. 7-22)
10. PRESIDENTS' REPORT Ms. Gassman
11. VICE PRESIDENTS' REPORT Mr. Hayes
12. SECRETARY REPORT / CORRESPONDENCE Ms. Schumacher
13. TREASURERS' REPORT Mr. Massetti
14. MUTUAL ADMINISTRATION DIRECTOR Ms. Hopkins

STAFF BREAK BY 3:00 p.m.

15. ANNOUNCEMENTS
 - a. NEXT MEETING: **Tuesday, September 4, 2018**
Administration Building Conference Room A
16. COMMITTEE REPORTS
 - a. Landscape Committee
 - b. Social Committee
 - c. Emergency Information Council
 - d. Physical Property Committee
17. RESIDENT(S)' COMMENTS (2-3 MINUTES)
18. ADJOURNMENT
19. EXECUTIVE SESSION

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

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: **17**

INSPECTOR: **Mark Harper**

MUTUAL BOARD MEETING DATE: **August 7, 2018**

Print Date: 7/31/2018

PERMIT ACTIVITY							
UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	START DATE	COMP. DATE	CHANGE ORDER	FINAL INSPECTION	CONTRACTOR / COMMENTS
5-A	PATIO TILE	GRF	07/15/18	08/15/18	NO	NONE	KARYS CARPETS
62-B	FLOORING	GRF	06/20/18	11/20/18	NO	07/12/18 FINAL	LW DÉCOR
Contract Services				Project Discription			
Brightview Landscape Services				Landscape Maintenance			
HSG Window Cleaning, Inc.				Window Washing Ex 12/31/19			
Orange County Fire Authority				Fire Inspection 05/29/18			
ASI Fire				Fire Sprinkler Testing			
Fenn Pest & Termite				Termite Inspections			
Empire Pipe Cleaning				Sewer Line Maintenance Ex 12/31/19			
Site Visits							
45-A	7/23/2018	Bed Bugs Fenn					

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE/DENY MR. C'S TOWING AGREEMENT FOR 2018-2019 (NEW BUSINESS ITEM A)
DATE: AUGUST 7, 2018
CC: MUTUAL FILE

At the August 1, 2017 Board Meeting the Mutual Seventeen Board of Directors passed the following resolution; RESOLVED, To have the President of Mutual Seventeen sign Mr. C's Towing Agreement effective 2017-2018.

I move to approve/deny the Mr. C's Towing Agreement for the towing of vehicles when there is a violation of Mutual Policy, effective 2018-2019, and authorize the President to sign the Agreement.

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS/VOTE TO ADOPT POLICY 7490.PB.17 – PAYMENT AND PERFORMANCE BOND (NEW BUSINESS ITEM B)
DATE: AUGUST 7, 2018
CC: MUTUAL FILE

I move to adopt Policy 7490.pb.17 – Payment and Performance Bond on a preliminary basis until the 30-day posting period is completed.

MUTUAL OPERATIONS

ADOPT DRAFT

PHYSICAL PROPERTY

Payment and Performance Bond – Mutual Seventeen

RESOLVED, Performance Bond – permits for any construction work valued at more than \$10,000 performed in Mutual Seventeen shall require a Performance Bond. The bond shall require sufficient funds in the event the work is not completed on time and according to approved plans and also to the satisfaction of Mutual Seventeen for any reason. Exceptions are as follows:

1. The contractor is listed on the Physical Property list of approved contractors, and
2. The contractor has completed more than \$100,000 per year in contracts in Leisure World for the last three years.

MUTUAL ADOPTION

SEVENTEEN:

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS/VOTE TO ADOPT POLICY 7541 – CO-OCCUPANTS, QUALIFIED PERMANENT RESIDENTS AND HEALTH CARE PROVIDERS (NEW BUSINESS ITEM C)
DATE: AUGUST 7, 2018
CC: MUTUAL FILE

I move to adopt Policy 7541 – Co-occupants, Qualified Permanent Residents and Health Care Provider on a preliminary basis until the 30-day posting period is completed.

DRAFT

RESIDENT REGULATIONS

Co-Occupants, Qualified Permanent Residents and Health Care Providers

The community facilities of the Golden Rain Foundation are maintained for the use of members of Leisure World Seal Beach with the following exceptions:

1. Co-Occupants

- a. Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not members but are approved by the Mutuels to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9001 and 9002)
- b. In order to comply with section 51.3 of the California Civil Code, the following classes of citizens may reside in Leisure World Seal Beach.
 - i.) Is 55 years of age or older
 - ii.) Has completed the Co-Occupant Application
 - iii.) Has written authorization from the Mutual President, or any Mutual Officer so designated by the Mutual President, to reside in the dwelling unit.
 - iv.) Has paid the required Amenities Fee to the Golden Rain Foundation

2. Qualified Permanent Residents

- a. Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)(2), shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061-31. (Forms 9003 and 9004)

3. Health Care Providers

- a. Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a monthly report of those health care providers residing in the Mutual.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES****Co-Occupants and Qualified Permanent Residents**

The community facilities of the Golden Rain Foundation are maintained for the use of stockholder/members of Seal Beach Leisure World with the following exceptions:

1. Co-Occupants

Senior citizens, as defined in California Civil Code Section 51.3 (c)(1), who are not stockholders/members but are approved by the Mutuels to reside with a stockholder, shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenities Fee listed in Policy 5061.

2. Qualified Permanent Residents

Persons who are not senior citizens as defined in California Civil Code Section 51.3(c)(1), who can present proof that they are eligible to be classified as Qualified Permanent Residents under California Civil Code Section 51.3(c)2), shall be entitled to use all of the community facilities upon payment of a fee equal to the Amenity Fee listed in Policy 5061.

3. Health Care Providers

Permitted health care residents, as defined in California Civil Code Section 51.3(c)(6), shall be required to obtain Service Passes and are not entitled to use any of the community facilities. The administration shall furnish each Mutual a monthly report of those health care providers residing in the Mutual.

Policy

Adopted: 31 Jan 95
Amended: 22 May 18

GOLDEN RAIN FOUNDATION
Seal Beach, California

(May 18)

COMMUNITY OPERATIONS

RESIDENT CO-OCCUPANTS

Co-Occupant Agreements

In order to comply with Section 51.3 of the California Civil Code, the following classes of citizens may reside in Seal Beach Leisure World:

1. Co-Occupant – a person who meets all of the following qualifications:
 - a. Is 55 years of age or older.
 - b. Has completed the co-occupant application
 - c. Has written authorization from the Mutual President, or any Mutual officer so designated by the Mutual President, to reside in the dwelling unit.
 - d. Has paid the required Amenities fee to the Golden Rain Foundation.

Policy

Adopted: 12 Jun 85
Amended: 15 Apr 86
Amended: 12 Apr 94
Amended: 22 May 18

**GOLDEN RAIN FOUNDATION
Seal Beach, California**

Application & Approval Co-Occupant

The following signed documents pertain to an application by a Shareholder-Members to seek approval by the Mutual Board to include a Co-Occupant in the residency of their unit. Note: A Co-Occupant has no ownership rights in the Leisure World unit. Please fill out the following attached documents:

- Sign Cover Sheet Disclosure Pages 1-2
- Co-Occupant Application Form Pages 3-4
- Co-Occupant Agreement Pages 5-7

Shareholder-Member Name: _____

Shareholder-Member Name: _____

Co-Occupant's Name: _____

Amenities Fee \$3,054 and Setup Fee \$100.00 is paid: Receipt # _____

ID Card Received: _____ Date _____ Staff _____

Important! Please Sign: The Proposed Co-Occupant understands and agrees that the Shareholder-Members must be residing in the Unit full-time with the Co-Occupant and that the Co-Occupant has no rights of residency unless the Shareholder-Members are residing in the Unit full-time.

x _____ Date: _____
Co-Occupant Signature

x _____ Date: _____
Shareholder-Member Signature

x _____ Date: _____
Shareholder-Member Signature

Application & Approval
Co-Occupant

APPROVED BY SEAL BEACH MUTUAL NO _____

By: _____

Title: _____

Date: _____

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____

Title: _____

Date: _____

TERMS USED IN THIS FORM:

Shareholder – A person who owns one share of Mutual Corporation stock in Leisure World Seal Beach, Mutuals 1 to 16, and lives in the Mutual as a resident. This term does not apply to Mutual 17. This term was originally defined in the Mutual Bylaws. "ARTICLE X. FISCAL MANAGEMENT. Section 7. Miscellaneous. That in the By-Laws of this corporation, the term "member" and "Shareholder" are used interchangeably and shall have the same meaning and refer to those individuals owning the shares of stock of this corporation."

Member – A person who is a member of the Golden Rain Foundation (GRF). Only resident Shareholders can become members of the GRF. Non-resident co-owners (NRCO) are NOT members of the GRF and cannot request co-occupant approval for the unit. This term is defined in the GRF-BYLAWS ARTICLE II. Membership, SECTION III.

Shareholder-Member – a person who is a Shareholder and a Member of the GRF.

Co-Occupant Application

Golden Rain Foundation
Stock Transfer Office

Mutual/Unit: _____

Confidential Information
Maintained In GRF Corporate File

Last Name	First Name	Middle Initial
Date of Birth	City and State of Birth	Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/>
Married <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Widow <input type="checkbox"/> Widower <input type="checkbox"/> Domestic Partner <input type="checkbox"/>		Retired: Yes <input type="checkbox"/> No <input type="checkbox"/>
	If not retired, Current Occupation	Relationship to Shareholder- Members

Home Phone ()	E-Mail Address
Cell Phone ()	

IMPORTANT: NEXT-OF-KIN OR EMERGENCY CONTACT INFORMATION		
Name	Address	Relationship
Home Phone ()	Work Phone ()	Cell Phone ()

PLEASE ATTACH A COPY OF GOVERNMENT ISSUED PHOTO ID FOR PROOF OF AGE

Co-Occupant Application

Does the Co-Occupant have an expectation of ownership interest in the Shareholder-Members' Unit? _____

If yes, please describe your inheritance interest and attach any legal documents which support your future right of inheritance such as a Certification of Trust, Court Order or other.

We hereby certify and declare under penalty of perjury, that the foregoing information is true and correct.

Date this _____ day of _____, 20____, at Seal Beach Leisure World.

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

Co-Occupant Agreement

Mutual & Unit: _____

This "**AGREEMENT**" made and entered into this _____ day of _____, 20____ by and between Seal Beach Mutual No. _____ (hereinafter referred to as the "**CORPORATION**", a Corporation having its principle office and place of business in Orange County, CA, and the Shareholder-Member: _____ Shareholder-Member: _____ and the Co-Occupant: _____.

WHEREAS, the corporation was formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Seal Beach Leisure World, Seal Beach, Orange County, California, with the intent that its stockholders (Shareholder-Members) shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in the Occupancy Agreement; and

WHEREAS, the Shareholder-Members are the owner and holder of one share of common capital stock, Series _____ of the Corporation and have a bona fide intention to reside in the project, and the Co-Occupant is qualified as a senior citizen pursuant to Civil Code 51.3 (C) (2).

NOW THEREFORE, in consideration of the Mutual, promises contained herein, the Corporation hereby consents to the Co-Occupant residing with the Shareholder-Members in Unit No. _____, Seal Beach Mutual No. _____, located at Leisure World.

ARTICLE 1. CHARGES

The Shareholder-Members hereby covenant and agrees to pay the Golden Rain Foundation an amount equal to the then current Amenities Fee payable in the same amount as is required of all Shareholder-Members at Leisure World.

ARTICLE 2. CARRYING CHARGES

The Co-Occupant acknowledges, covenants and agrees that in order to maintain residence with the Shareholder-Members that it is necessary that all monthly carrying charges as set forth in Article 1 of the Occupancy Agreement between the Corporation and the Shareholder-Members be paid.

ARTICLE 3. OCCUPANCY AGREEMENT

The Co-Occupant acknowledges reading the Occupancy Agreement existent between the Corporation and the Shareholder-Members and agrees to be bound by all of the terms and provisions therein contained as to residency, and the fact that said apartment is to be used for residential purposes only. The Co-Occupant agrees and acknowledges that

Co-Occupant Agreement

the Co-Occupant, in order to maintain residence, is jointly liable with the Shareholder-Members for all such charges related to the Seal Beach Mutual unit being occupied.

ARTICLE 4.

The Co-Occupant agrees that no right held by the Co-Occupant to reside with the Shareholder-Members may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Co-Occupant will be allowed to reside with the Co-Occupant.

ARTICLE 5.

The Co-Occupant is entitled to use any and all of the facilities furnished and provided for Members of the Foundation at Leisure World and the Co-Occupant shall be entitled to enjoy said facilities together with the right of Occupancy with the Shareholder-Members.

ARTICLE 6.

The Co-Occupant covenants and agrees that he/she will comply with any and all pertinent corporate regulations, bylaws, and rules of the Corporation and Foundation related to occupancy, and will endeavor with the Shareholder-Members to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the apartment is located, a high standard of home and community conditions. The Co-Occupant acknowledges, that by his/her acts and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the Seal Beach Leisure World community, that the same may result in the eviction of the Shareholder-Members and the Co-Occupant, and that there exists between the Shareholder-Members and the Corporation, a Landlord-Tenant relationship. The Co-Occupant acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be qualified pursuant to the provisions of California Civil Code 51.3 (2) (B).

FURTHER: The Co-Occupant covenants and agrees that he/she has, pursuant to Civil Code, **NO RIGHT** to continue residence in the event of death, dissolution of marriage, upon hospitalization or other prolonged absence of the Shareholder-Members.

ARTICLE 7.

Co-Occupant understands that though they have an ID card for use of the community facilities, Co-Occupant may not attend monthly or Annual Mutual Shareholder-Member Meetings, or hold office, or participate in any governing process of the Mutual Corporation in which they reside or of the Golden Rain Foundation.

Co-Occupant Agreement

Shareholder-Member Signature

date

Shareholder-Member Signature

date

Co-Occupant's Signature

date

QUALIFIED PERMANENT RESIDENT AGREEMENT

Mutual No. _____ Unit No. _____

This AGREEMENT made and entered into this _____ day of _____, 20____ by and between SEAL BEACH MUTUAL No. _____ (hereinafter referred to as the "Corporation"), a Corporation having its principal office and place of business in Orange County, California, and _____ (hereinafter referred to as "Shareholder-Member") and _____ (hereinafter referred to as "Shareholder-Member") and _____ (hereinafter referred to as "Qualified Permanent Resident");

WHEREAS, the Corporation was formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Seal Beach Leisure World (hereinafter called "Leisure World"), Seal Beach, Orange County, California, with the intent that its stockholders (hereinafter called "Shareholder-Member(s)") shall have the right to occupy the dwelling units thereof under the terms and conditions set forth in the Occupancy Agreement; and

WHEREAS, the "Shareholder-Member(s)" is the owner and holder of one share of common capital stock, Series _____ of the Corporation and has a bona fide intention to reside in the project, and the Qualified Permanent Resident is qualified pursuant to Civil Code §51.3 to reside with the Shareholder-Member(s);

NOW THEREFORE, in consideration of the Mutual promises contained herein, the Corporation hereby consents to the Qualified Permanent Resident residing with the "Shareholder-Member(s)" in Dwelling Unit NO. _____, Seal Beach Mutual No. _____, located at Leisure World.

ARTICLE 1. CHARGES

The "Shareholder-Member(s)" hereby covenant and agrees to pay to the Golden Rain Foundation GRF an amount equal to the then current Amenities Fee in the same amount as is required of all Shareholder-Members at Leisure World.

ARTICLE 2. OCCUPANCY AGREEMENT

The Qualified Permanent Resident acknowledges reading the Occupancy Agreement existent between the Corporation and the "Shareholder-Member(s)" and agrees to be bound by all the terms and provisions therein contained as to residency, and the fact that said unit is to be used for residential purposes only. The Qualified Permanent Resident agrees and

QUALIFIED PERMANENT RESIDENT AGREEMENT

acknowledges that the Qualified Permanent Resident, in order to maintain residence, is jointly liable with the Shareholder-Members for all such charges related to the Seal Beach Mutual unit being occupied.

ARTICLE 3.

The Qualified Permanent Resident agrees that no right held by the Qualified Permanent Resident to reside with the Shareholder-Members may be assigned nor transferred to any other person and that no immediate or collateral family member in any relationship with the Qualified Permanent Resident will be allowed to reside with the Qualified Permanent Resident.

ARTICLE 4.

The Qualified Permanent Resident is entitled to use any and all of the facilities furnished and provided for Shareholder-Members of the Golden Rain Foundation at Leisure World and the Qualified Permanent Resident shall be entitled to enjoy said facilities together with the right of occupancy with the Shareholder-Members.

ARTICLE 5.

The Qualified Permanent Resident covenants and agrees that he/she will comply with any and all pertinent regulations, bylaws, and rules of Corporation and Foundation related to occupancy, and will endeavor with the Shareholder-Members to cooperate with the other residents to bring about, for all residents of the Seal Beach Mutual in which the unit is located, a high standard of home and community conditions. The Qualified Permanent Resident acknowledges, that by his/her act and actions that if the occupancy is detrimental to the peace, quiet and enjoyment of the Seal Beach Leisure World community, that the same may result in the eviction of the Member and the Qualified Permanent Resident, and that there exists between the Shareholder-Members and the Corporation a Landlord-Tenant relationship. The Qualified Permanent Resident acknowledges that he/she may be requested to leave the project or be evicted in the event said individual ceases to be a Qualified Permanent Resident pursuant to the provisions of California Civil Code §51.3.

QUALIFIED PERMANENT RESIDENT AGREEMENT

SEAL BEACH MUTUAL NO. _____ UNIT _____ SHAREHOLDER-MEMBER(S)

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By: _____ Date: _____
(Authorized Signature)

QUALIFIED PERMANENT RESIDENT

By: _____ Date: _____
(Authorized Signature or Legal Guardian)

GOLDEN RAIN FOUNDATION
REQUEST FOR QUALIFIED PERMANENT RESIDENT APPLICATION

Print Name of Shareholder-Member _____

Signature of Shareholder-Member _____

Date: _____

Date _____ Interviewed by _____

SEAL BEACH MUTUAL NO. _____

APPROVED DISAPPROVED

By _____ Title _____ Date _____
(Authorized Signature)

RECEIVED BY GOLDEN RAIN FOUNDATION

By _____ Title _____ Date _____
(Authorized Signature)