A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL SEVENTEEN
February 04, 2020
Meeting begins at 1:30 p.m.
Administration Building, Conference Room A

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. RESIDENTS' COMMENTS **(2-3 minutes per resident; agenda items only)**

3. ROLL CALL

4. INTRODUCTION OF GRF REPRESENTATIVE, STAFF, AND GUEST(S):

   Mr. Massetti, GRF Representative
   Ms. Hopkins, Mutual Administration Director
   Mr. Harper, Building Inspector
   Ms. Givehand, Recording Secretary
   Ms. Venter, WASH

5. APPROVAL OF MINUTES:
   a. **Regular Meeting Minutes of January 7, 2020 (p. 3)**

6. BUILDING INSPECTOR'S REPORT Mr. Harper
   Permit Activity; Escrow Activity; Contracts & Projects; Resident and Mutual Requests **(p. 3)**

7. GUEST SPEAKER Ms. Venter

8. GRF REPRESENTATIVE Mr. Massetti

9. **<u>UNFINISHED BUSINESS</u>**
   a. Ratify amended/ posted Policy 7210.17 **(pp.4-9)**
   b. Discuss and vote on Sewer Contract **(Handout)(pp.10)**
   c. Update on Fenn Mosquito Control Equipment
   d. Update on National Service Company

10. **<u>NEW BUSINESS</u>**
   a. Discuss and vote to approve mutual monthly finances **(p.11)**
   b. Discuss and vote to approve the Certificate of Amendment to Declaration of Covenant, Conditions and Restrictions (CC& R) **(pp.12-18)**
   c. Discuss and vote to approve the Opt-Out Letter **(pp. 19-20)**
   d. Discuss and vote to approve the window washing contract, HSG Inc. **(Handout) (pp.21)**
   e. Discuss and vote to approve the 2020 Annual Inspection and Testing of the Fire Life Safety System by AIM Services, Inc. **(pp.23-26)**
   f. Approval of Monthly Recurring Expenses **(pp.27-28)**

(01-30-20 KG)

STAFF BREAK BY 3:00 p.m.

10. PRESIDENT'S REPORT — Ms. Gassman

11. VICE PRESIDENT'S REPORT — Mr. Hayes

12. SECRETARY'S REPORT / CORRESPONDENCE — Mrs. Poe

13. TREASURER'S REPORT — Ms. Schumacher

14. MUTUAL ADMINISTRATION DIRECTOR — Ms. Hopkins

15. ANNOUNCEMENTS

    a. NEXT REGULAR MONTHLY MEETING: Tuesday, March 3, 2020, 1:30 p.m., Administration Building, Conference Room A

16. COMMITTEE REPORTS
    a. Landscape Committee
    b. Social Committee
    c. Emergency Information
    d. Physical Property Committee

17. RESIDENTS' COMMENTS **(2-3 minutes per resident)**

18. ADJOURNMENT

19. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 4:00 p.m.

(01-30-20 KG)

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL: 17 **INSPECTOR:** Mark Harper

MUTUAL BOARD MEETING DATE: February 4, 2020 **Print Date:** 1/27/2020

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	START DATE	COMP. DATE	CHANGE ORDER	FINAL INSPECTION	CONTRACTOR / COMMENTS
53-A	SINK	BOTH	11/01/19	12/30/19	YES	01/10/20 FINAL	ALPHA MASTER BUILDERS
84-C	FLOORING	GRF	01/01/20	02/01/20	NO	NONE	KARYS CARPET

Contract Services	Project Discription
J & J Landscaping	Landscape Maintenance Ex 10/31/2022
HSG Window Cleaning, Inc.	Window Washing Ex 12/31/2019
Fenn Pest & Termite	Termite Inspections Ex 05/31/2020
Empire Pipe Cleaning	Sewer Line Maintenance Ex 12/31/2019
Innovative Cleaning Services	Carport and Cleaning Services Ex 04/30/22
State of California Elevator Inspection	Elevator Inspection Ex 11/30/2019

Mutual and Resident Request

33-C	**12/9/2019**	A/C Noise
39-C	**12/16/2019**	Smoke in Unit Pie in Oven

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY POLICY 7210.17 – ANNUAL ELECTIONS (UNFINISHED BUSINESS, ITEM A)
DATE: FEBRUARY 4, 2020
CC: MUTUAL FILE

On December 3, 2019, the Board of Directors voted to amend Policy 7210.17- Annual Elections

The 28-day posting requirement has been met, and on February 4, 2020, the Board of Directors will vote to ratify Policy 7210.17- Annual Elections (attached).

I move to ratify amended/posted Policy 7210.17 – Annual Elections

MUTUAL OPERATIONS

HOMEOWNERS MEETINGS

Annual Elections – Mutual Seventeen

I. NEW LAW:

Elections (SB 323))

The new law requires associations to amend their election rules, but also states that the election rules cannot be amended less than 90 days prior to an election. Therefore, after its revised election rules are approved, an association must wait 90 days to hold its election.

Qualifications to be a Candidate. Many associations have adopted Bylaws or election rules which impose varying qualifications to be a candidate for election. This new law supersedes any existing qualifications and limits the scope of possible qualifications to the following finite list:

1. Beginning in January 2020, by law, all candidates must be owners. If title to a Unit is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a "Member" for purposes of election to the Board.

2. An association may provide in its election rules that all candidates be owners for at least one year.

3. An association may provide in its election rules that each candidate must not be delinquent (as defined in the association's collection policy) in the payment of any regular or special assessment levied by the association (but not for nonpayment of monetary penalties, monetary penalties renamed as assessments, collection charges, late charges, or costs levied by third party). A candidate is not considered delinquent if the candidate has paid the assessments under protest or has entered into a payment plan with the association.

4. An association may provide in its election rules that a person may not be a candidate if the candidate discloses, or if the Association is aware of, or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806 should the person be elected or terminate the Association's existing fidelity bond coverage as to that person should the person be elected.

MUTUAL OPERATIONS

HOMEOWNERS MEETINGS

Annual Elections – Mutual Seventeen

5. An association may provide in its election rules that a person may not be a candidate if such person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same Unit as the person, and the other person is either properly nominated for the current election or an incumbent director.

The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in internal dispute resolution pursuant to Civil Code Section 5900 et seq.

New Election Timeline and Mailings.

The election timeline for delivering all of the statutorily required documents to members is approximately 105 days (besides adoption of the rules themselves).

Nomination Procedures. At least 30 days before the deadline for the return of nominations, the Association shall, by general notice (unless an owner has asked for individual delivery), deliver to all members notice of the procedure and deadline for submitting a nomination.

Candidate Nomination Forms. A candidate nomination form must be delivered to all owners, providing a reasonable deadline for response. We recommend combining the delivery of the nomination procedures with the candidate nomination forms to minimize the number of mailings. This would require that owners be provided at least 30 days to return their candidate nomination form.

Mailing Prior to Secret Ballot Distribution. At least sixty (60) days before the election (i.e., at least thirty (30) days before the secret ballots are mailed to owners), the Association shall provide general notice to the members of all of the following: (a) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or inspectors of elections; (b) the date, time, and location of the meeting at which ballots will be counted; (c) the list of all candidates' names that will appear on the ballot. Individual notice of the above shall be delivered if individual notice is requested by a member

Secret Ballot Procedure. The inspector(s) of election shall cause the association to deliver to each member not less than thirty (30) days prior to the election: (a) ballots and two (2) preaddressed envelopes with instructions on how to return ballots; and, (b) a copy of the association's election rules. Delivery of the election operating rules may be accomplished by either of the following methods: posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB323 ”

(Jan 20)

or by individual delivery. If an association does not already have a website, depending upon the size of the association, it may be more cost efficient to establish one rather than distribute a hard-copy of the election rules each year to all of the owners.

Other New Election Rules

- An association's property manager, attorney or other entity who is currently employed or under contract to the association for any compensable services (other than serving as an inspector of elections) cannot serve as an inspector of election.

- The inspectors of election shall not deny a ballot to a member for any reason other than not being a member at the time when ballots are distributed. Associations can no longer suspend an owner's rights.

- Associations must now maintain a candidate list and a voter list, which shall include the name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both, and the mailing address if different from the physical address. Associations must permit members to verify the accuracy of their individual information on both lists at least 30 days before the ballots are distributed. The association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two business days.

- An association cannot deny a ballot to a person with general power of attorney for a member.

- Associations must maintain (as election materials subject to inspection by a member) the sealed (or, after tabulation, returned) ballots, signed voter envelopes, voter list, proxies, and candidate registration list.

Right to Inspect Owner Email Addresses. As of January 1, 2020, a member will also be able to inspect and copy an owner's email address on file with the association unless the owner "opts-out" of sharing the his or her email address. Associations may want to consider sending an opt-out form to the owners in advance of the new law taking effect. An opt-out form is attached hereto for your use.

MUTUAL OPERATIONS

HOMEOWNERS MEETINGS

Annual Elections – Mutual Seventeen

Opt-Out Notice

A member may request that the Association provide him or her with a copy of the membership list, including the names, property address, mailing address and, as of January 1, 2020, the email address, of each member. The member's request must be in writing and must set forth the purpose for which the list is requested, which purpose must be reasonably related to the requester's interests as a member of the Association. The Association will be obligated to provide the member with a copy of such membership list unless it reasonably believes that the member will use the information for another purpose.

Pursuant to Civil Code Section 5220, a member can "opt out" of having his or her name and address(es) included on a membership list which must be distributed to members upon request. If you would like to "opt out" of having your name and/or addresses included on a membership list which may be distributed to another member upon request, please complete the following form and return it to the Association. Please note that your "opt-out" will remain in effect until further written notice from you

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(Jan 20)

MUTUAL OPERATIONS

HOMEOWNERS MEETINGS

Annual Elections – Mutual Seventeen

To Whom It May Concern,

Please remove the following information related to me and my unit/lot from the Association's membership list in accordance with Civil Code Section 5220 until further written notice from me:

(Check all that are applicable)

- ☐ Name
- ☐ Property Address
- ☐ Mailing Address
- ☐ Email Address

Date: _____

Print Name: _____

Signature: _____

Unit/Lot Address: _____

Mutual Adoption	**Amended**
Seventeen: 02-06-07	05-06-14, 01-07-20

(Jan 20)

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RENEW SEWER CONTRACT (UNFINISHED BUSINESS, ITEM B)
DATE: FEBRUARY 4, 2020
CC: MUTUAL FILE

I move to approve a three-year contract for sewer cleaning in Mutual Seventeen with Empire Pipe Cleaning starting 2020 and ending 2023, and authorize the President to sign the contract.

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE MUTUAL MONTHLY FINANCES (NEW BUSINESS, ITEM A)
DATE: FEBRUARY 4, 2020
CC: MUTUAL FILE

I move to acknowledge, that per the requirements of Civil Code Section 5500(a)-(f), a review has been completed of the mutual's reconciliations of the operating and reserve accounts, operating revenues and expenses compared to the current year's budget, statements prepared by the financial institutions where the mutual has its operating and reserve accounts, an income and expense statement for the mutual's operating and reserve accounts, the check registers, monthly general ledger and delinquent assessment receivable reports for the months of January 2020.

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE THE CERTIFICATE OF AMENDMENT TO DECLARATON OF COVENANT, CONDITIONS AND RESTRICTIONS (CC&R) (NEW BUSINESS, ITEM B)
DATE: FEBRUARY 4, 2020
CC: MUTUAL FILE

The Association's Declaration of Covenants, Conditions and Restrictions was recorded on October 1, 1980, in Book 13770, Page 519, in the Official Records of Orange County, and was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded on May 22, 1981, in Book 14070, Page 1436, as Instrument No. 31506 in the Official Records of Orange County (collectively, the "Declaration").

The Declaration provides that amendments thereto must be approved by at least 75% of the Members of the Association, which is 95 out of 126 Members.

I move to approve the Certificate of Amendment for execution by the Board of Directors and recordation by the Mutual Attorney in the County Recorder's officer which encompasses 3 amendments.

At the Annual Meeting of Members of the Association held on June 28, 1988, the Association's Members voted by a margin of 97 to 0 approve certain amendments to Article IV, Section 1 and Article IV, Section 3(a)(1) of the Declaration related to the age of Members (the "1988 Age Amendments"), and at the Annual Meeting of Members of the Association held on June 28, 1994, the Association's Members voted by a margin of 97 to 4 to approve an amendment to Article IV, Section 1 of the Declaration related to the medical condition of Members (the "1994 Medical Condition Amendment"), and voted by a margin of 95 to 4 to approve an amendment to Article IV, Section 3 of the Declaration related to the leasing of Units at the Association (the "1994 Leasing Amendment"), and to have the Mutual President and Secretary sign this document in the presence of a notary.

WHEN RECORDED, MAIL TO:

Michael W. Rabkin, Esq.
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
11400 W. Olympic Boulevard
Ninth Floor
Los Angeles, California 90064

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

SEAL BEACH MUTUAL NO. SEVENTEEN

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Seal Beach Mutual No. Seventeen ("Association") is made effective as the date of recordation of this Certificate in the Orange County Recorder's Office, with reference to the following facts:

A. The Association's Declaration of Covenants, Conditions and Restrictions was recorded on October 1, 1980, in Book 13770, Page 519, in the Official Records of Orange County, and was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded on May 22, 1981, in Book 14070, Page 1436, as Instrument No. 31506 in the Official Records of Orange County (collectively, the "Declaration").

B. The Declaration provides that amendments thereto must be approved by at least 75% of the Members of the Association, which is 95 out of 126 Members.

C. At the Annual Meeting of Members of the Association held on June 28, 1988, the Association's Members voted by a margin of 97 to 0 approve certain amendments to Article IV, Section 1 and Article IV, Section 3(a)(1) of the Declaration related to the age of Members (the "1988 Age Amendments").

D. At the Annual Meeting of Members of the Association held on June 28, 1994, the Association's Members voted by a margin of 97 to 4 to approve an amendment to Article IV, Section 1 of the Declaration related to the medical condition of Members (the "1994 Medical Condition Amendment"), and voted by a margin of 95 to 4 to approve an amendment to Article IV, Section 3 of the Declaration related to the leasing of Units at the Association (the "1994 Leasing Amendment").

E. The 1988 Age Amendments, the 1994 Medical Condition Amendment and the 1994 Leasing Amendment were all approved by at least 75% of the Members as required by the Declaration.

F. Although the Association has been complying with the terms of the 1988 Age Amendments, the 1994 Medical Condition Amendment and the 1994 Leasing Amendment since they were, respectively, approved by the Members, it has come to the Association's attention that neither the 1988 Age Amendments, the 1994 Medical Condition Amendment nor the 1994 Leasing Amendment were recorded in the Orange County Recorder's Office.

G. The Association desires to record this Certificate of Amendment in the Orange County Recorder's Office to formally memorialize the 1988 Age Amendments, the 1994 Medical Condition Amendment and the 1994 Leasing Amendment. Because the 1988 Age Amendment and the 1994 Medical Condition Amendment both affect Article IV, Section 3 of the Declaration, they have been combined below in No. 2 for clarity.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING:

1. Article IV, Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following language:

> "Section 1. No person under the age of fifty-five (55) years, or as qualified pursuant to California Civil Code Section 51.3 as the same is now constituted or as hereafter amended, may own and occupy a condominium in the project. No person may reside in any unit, or any part thereof, unless qualified under the pursuant to the said California Civil Code Section 51.3. No person may reside or occupy any unit for a period in excess of sixty (60) days in a calendar year, except such person as is qualified pursuant to said California civil Code Section 51.3, to reside in a senior citizen housing development."

2. Article IV, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following language:

> "Section 3. Membership Eligibility Criteria. All persons seeking approval of the Board of Directors of the Foundation shall meet the following eligibility criteria:
>
> (a) Meet the eligibility criteria for residents as established herein. The following criteria must be met:
>
> (1) Age: Minimum of fifty-five years, or as provided in California Civil Code Section 51.3, as the same is now constituted, or as hereafter amended;
>
> (2) Financial Ability; verified income or sufficient assets or provide income of more than four (4) times the monthly Association dues;

(3) Health; have reasonable good health for a person of his/her age so that resident can take care of normal living needs without calling on other members for an undue amount of assistance, as evidenced by a letter from his/her physician.

(4) Character; have a reputation for good character in his/her present community;

(b) Pay the required initiation and any other fees in accordance with the regulations adopted by the Foundation.

The detailed regulations on the initiation fees are published separately from this regulation.

Officers or committees of the Board of Directors or the Foundation designated to approve new members are responsible for the eligibility criteria of the corporation being equitably applied to all applicants."

3. Article V, Section 19 of the Declaration is hereby deleted in its entirety and replaced with the following language:

"Section 19: With the exception of a lender in possession of a Condominium following (1) a default in a first mortgage, (2) a foreclosure proceeding, or (3) a conveyance or other arrangement in lieu of foreclosure, and subject to the terms and conditions set forth in Article IV, Section 2 hereof, no Owner shall be permitted to lease his Condominium for transient or hotel purposes. No Owner may lease less than the entire condominium Unit. All lease agreements shall be in writing, no lease may be made for a period of time less than one year, and shall provide that the terms of the lease shall be subject in all respect to the provisions of the declaration of restrictions, Bylaws and Articles of Incorporation, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease. Other than the foregoing, there are no restrictions on the right of an Owner to lease his condominium unit. That prior to permitting a tenancy pursuant to any lease related to a condominium unit owned by a member of this Corporation, a fully executed copy of the lease shall be submitted to the Board of Directors of this Corporation for a preoccupancy lease interview and approval by the Board. That after approval of such lease by the Board of Directors of this Corporation, the original lease shall be kept in the Stock Transfer Office for the Golden Rain Foundation."

/ / /

4. Except as the same is hereinabove amended, the Declaration, and each and every provision thereof, shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association have executed this instrument on the date and year first written above.

Seal Beach Mutual No. Seventeen

President:	Secretary:
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

Legal Description

Lots 2 and 3 of Tract 10732 as per map recorded in Book 476, pages 47 through 50, inclusive of Maps, in the Office of the County Recorder of Oranges, State of California, and other property annexed into the Association.

Mutual Corporation No. Seventeen

MEMO

TO: MUTUALBOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE SENDING OUT OPT-OUT NOTICE TO MUTUAL 17 SHAREHOLDERS (NEW BUSINESS, ITEM C)
DATE: FEBRUARY 4, 2020
CC: MUTUAL FILE

A member of the association may opt out of the sharing of his or her name, property address, and mailing address by notifying the association in writing that he or she prefers to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt-out shall remain in effect until changed by the member. (Civ. Code §5220 Membership List Opt Out)

I move to approve that Mutual Administration send out an Opt-Out Notice, allowing the shareholder to remove their name, property address, mailing address, and/or email address from the membership list, per Civil Code §5220 Membership List Opt Out.

Mutual Corporation No. Seventeen

Opt-Out Notice

A member may request that the Association provide him or her with a copy of the membership list, including the names, property address, mailing address and, as of January 1, 2020, the email address, of each member. The member's request must be in writing and must set forth the purpose for which the list is requested, which purpose must be reasonably related to the requester's interests as a member of the Association. The Association will be obligated to provide the member with a copy of such membership list unless it reasonably believes that the member will use the information for another purpose.

Pursuant to Civil Code Section 5220, a member can "opt out" of having his or her name and address(es) included on a membership list which must be distributed to members upon request. If you would like to "opt out" of having your name and/or addresses included on a membership list which may be distributed to another member upon request, please complete the following form and return it to: PO Box 2069, Seal Beach, CA 90740. Please note that your "opt-out" will remain in effect until further written notice from you

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To Whom It May Concern,

Please remove the following information related to me and my unit/lot from the Association's membership list in accordance with Civil Code Section 5220 until further written notice from me:

(Check all that are applicable)

☐ Name

☐ Property Address

☐ Mailing Address

☐ Email Address

Date: _____

Print Name: _____

Signature: _____

Unit/Lot Address: _____

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE THE WINDOW WASHING PROPOSAL/CONTRACT WITH HSG INC. (NEW BUSINESS, ITEM D)
DATE: FEBRUARY 4, 2020
CC: MUTUAL FILE

I move to accept the proposal/contract from HSG for washing services for the common areas around the three building, with 3 visits per year (2020 at a cost not to exceed $2,412, 2021 at a cost not to exceed $2,490 and 2022 at a cost not to exceed $2,565) and authorize the President to sign the proposal/contract. Funds to be taken from Operational Expense

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPROVE THE 2020 ANNUAL INSPECTION AND TESTING OF THE FIRE LIFE SAFETY BY AIM SERVICES, INC (NEW BUSINESS, ITEM E)
DATE: JANUARY 7, 2020
CC: MUTUAL FILE

I move to approve the proposal from AIM Services, Inc. for the 2020 Annual Inspection and Testing of the Fire Life Safety Systems: Fire Alarm, Central Supervising Signaling Station, Automatic Closing Fire Assemblies, and Stored Electrical Energy System for Mutual Seventeen at a cost not to exceed $1,575.00, for all 3 buildings. Funds to be taken from Outside Vendors.

AIM Services, Inc.

Alarm Inspection & Maintenance Services

Agreement No: 0120-3016

Fire Life Safety Systems Testing Proposal

By:

AIM Services, Inc.

2675 Junipero Ave., Suite 100

Signal Hill, CA 90755

Phone: (562) 997-9020 **/** Fax: (562) 997-9021

Contractor License: C-10 # 945671

To:

LEISURE WORLD: MUTUAL 17

c/o GOLDEN RAIN FOUNDATION

P.O. Box 2069

Seal Beach, CA 90740

Phone: (562) 431-6586 x364 / Fax: N/A

ATTN: Mark Harper, Building Inspector

Cell: (562) 494-6515

Email: MarkH@LWSB.com

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

LEISURE WORLD: MUTUAL 17 (ALL 3 BUILDINGS)

13601 Del Monte Drive

Seal Beach, CA 90740

On-Site Contact: Mark Harper, Building Inspector

Cell: (562) 494-6515 / Email: MarkH@LWSB.com

PROJECT NAME:

2020 Annual Inspection and Testing of the Fire Life Safety Systems:

Fire Alarm,

Central Supervising Signaling Station,

Automatic Closing Fire Assemblies,

and Stored Electrical Energy System

REFERENCE DOCUMENTS:

Attachment A & B

AIM Services shall perform according to the terms and conditions on the pages which are attached and listed above: Any additional plans, permits, or equipment that may be required by the local authority will be at subscriber's expense.

TYPE OF PRODUCTS AND SERVICES:

2020 Annual Inspection and Testing of the Fire Life Safety Systems

PRICE:

Total Sum of: **$ 1,575.00**

TERMS:

Invoiced as follows:

To be paid in full at completion of all proposed work.

Prices covers only items stated on attached sheets and based on our interpretation of site walk of the location as listed above. Additional equipment, unless negotiated prior to order placement, shall be billed accordingly. This agreement and the pages attached shall constitute the entire agreement between us, which is subject to authorized approval and continuance of credit approval by *AIM Services*. No waiver, change or modification of any terms or conditions on this agreement shall be binding on *AIM Services***,** unless made in writing and signed by an authorized agent thereof**.** Interest is charged at 1.5% per month on all amounts invoiced and due according to the terms stated above. Prices will be held firm for only thirty (30) days from date of quotation. *AIM Services* may refuse to accept any order for any reason it deems sufficient. All orders are accepted subject to the terms and conditions appearing herein and such other terms and conditions as may be set forth by *AIM Services* in writing on the face hereof or in documents attached.

To accept this proposal, please sign below and return original copy to our office. If accepted, the testing will be performed at your earliest convenience within the next 90 days.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized signatures in accordance with the terms and conditions stated.

AIM SERVICES, INC.:

By: Anita Caspers

acaspers@aimscompany.com

Email:

1/28/2020

Date:

CLIENT:

By: _____

_____

Signature:

_____

Date:

Agreement No: 0120-3016

ATTACHMENT A

JOB SCOPE:

Complete Fire Alarm System inspection and certification based on the guidelines of the Orange County Fire Authority (OCFA) and the City of Seal Beach. AIM Services, Inc. will provide all labor and materials to test/inspect and provide the testing report for the ***Fire Life Safety System*** at ***LEISURE WORLD: MUTUAL 17 (BUILDINGS 1, 2, & 3), 13601 Del Monte Drive, Seal Beach, CA 90740*** for the year ***2020.***

This proposal has been quoted to be performed during normal business hours and will be conducted to reduce interference of daily operations within your facility.

The proposed program will bring you into compliance with both State & Local Codes, which require a complete test of your system a MINIMUM of once a year, and will be performed in accordance to meet or exceed requirements dictated by NFPA 72 Standards and the "Protection & Life Safety Certification Program" as mandated by the **Orange County Fire Authority (OCFA) / City of Seal Beach.**

CONTRACTOR'S RESPONSIBILITIES:

Based on the information provided by you, the local Fire Department Inspector, and gathered during our site walk, AIM Services, Inc. proposes to carryout inspections to certify the following systems:

1. ***2020 Fire Detection Alarm System***
   a. *Activation and operational confirmation of all Smoke, Heat and Duct Detectors; Manual Pull Stations; Water Flow and Tamper Devices; Proper Fan and Damper Shut Down; Back-Up Battery Testing of Main Panel and Auxiliary Power Supplies.*
   b. *Verification of proper operation of all Audible/Visual and Electromechanical Devices.*
   c. *All system Back-Up Batteries will be tested and recorded for Load, Voltage, and Temperature.*
   d. *Dated inspection tags will be provided on all inspected systems (where required)*
   e. *One (1) re-inspection test will be included upon completion of repairs if any deficiencies are found during inspection of the Fire Alarm and/or Central Station Signaling Systems.*
2. ***Central Station Signaling System***
   a. *Supervising, Alarm, and Signal testing of the Central Station Transmitters.*
3. ***Stored Electrical Energy System: Emergency and Exit Lighting Systems***
   a. *Activation and operational confirmation of the Emergency and Exit Lighting.*
   b. *Confirm all Emergency and Exit Lighting is operable for at least 90 minutes on battery back-up.*
4. ***Automatic Closing Fire Assemblies: Fire Doors and Trash Chutes***
   a. *Activation & operational confirmation of all Fire Doors: magnetic releasing and latching.*
   b. *Verification that all Trash Chutes (where applicable) release and properly latch upon alarm.*

NOTE: POWER TO ALL GENERAL USE AREAS WILL NEED TO BE TURNED OFF DURING TESTING TO VERIFY PROPER OPERATION OF THE EMERGENCY AND EXIT LIGHTING. UNIT ACCESS WILL BE REQUIRED IN ORDER TO CONFIRM PROPER FUNCTION OF ALL MINI HORNS.

Upon completion, AIM Services will provide complete reports of all inspection results to the **LEISURE WORLD: MUTUAL 17 c/o GOLDEN RAIN FOUNDATION** and the **Orange County Fire Authority (OCFA) Compliance Division**.

A deficiency repair quote will be provided at time of transmittal of all inspection result documentation, if necessary.

Initials: _____

ATTACHMENT A

(continued)

CONTRACTEE'S RESPONSIBILITIES:

- Notification of ALL tenants will be given 24 hours in advance of testing. (Notices are available upon request).
- **Provide access to all areas to confirm operation of systems and/or devices located within.**
- Provide access to any locked rooms or readily accessible fire alarm, elevator, sprinkler, or emergency power equipment.
- Ladders and/or lifts shall be provided for fire alarm equipment located above twelve feet (12') from finished floor.
- Invoice will be paid as per terms.

EXCLUSIONS:

- Labor or material for the repair of any deficiencies found during inspection.
- This quotation does not include costs due to unknown or undisclosed site conditions, schedule extensions, or product changes by the manufacturer or other items not listed.
- In the case where, before, during or after the execution of this contract, the existing fire alarm system is partially or wholly inoperable it is the responsibility of the customer to notify all affected persons, occupants and/or tenants, and provide 24 hour fire watch.
- AIM Services, Inc. carries and maintains all required insurance coverage. However, if the customer desires limits other than standard coverage or amounts, or desires to be named as additional insured, the additional cost shall be charged to the customer.
- All repairs will be quoted at the contracted price of:
    - $85.00 per hour for Normal Business Hours
    - $130.00 per hour for After Hours and Emergency Calls

AIM SERVICES BUSINESS HOURS:

- Normal Business Hours:
    - 7:00AM to 5:00PM Monday – Friday

- After Hours, Weekend, and Emergency Service Available via On-Call Technician

Initials: _____

Agreement No: 0120-3016

ATTACHMENT B

Terms & Conditions

1. Work shall not be performed until a contract/purchase order has been received and approved by this office.
2. Invoicing shall be based on progress of labor and materials. Due in full at completion of all proposed work.
3. Disputed charges: the owner / contractor shall not retain any amount that exceeds the value of any disputed item including its labor.
4. Retention is due and payable upon completion of the contracted work and its acceptance. Work requiring public agency approval shall be deemed complete upon acceptance by the agency. In no case will retention exceed 10% of the contracted price.
5. It is mutually understood and agreed that estimates consist of work performed in sequence (8 hour shift). In an event that items provided by others according to this proposal are not completed and an interruption of the sequence occurs, we reserve the right to submit an "out of sequence" work order to the customer.
6. AIM Services, Inc. reserves the right to stop work when any invoice exceeds 30 days past due.
7. All materials furnished to the job site become the responsibility of the buyer.
8. Any alteration or deviation from the material and / or work described in this proposal and contract that involves extra cost will become an extra charge over and above the sum stated in this contract.
9. All permitting fees to be provided by others.
10. All asbestos containment and / or infectious control concerns are to be addressed by others.
11. This quotation does not include costs due to unknown or undisclosed site conditions, schedule extensions, or product changes by the manufacture or other items not listed.
12. In the case where, before, during or after the execution of this contract, the existing fire alarm system is partially or wholly inoperable it is the responsibility of the customer to notify all affected persons, occupants and / tenets and provide 24 hour fire watch.
13. AIM Services, Inc. carries and maintains all required insurance coverage, however if the customer desires limits other than standard coverage or amounts, or desires to be named as additional insured, the additional cost shall be charged to the customer.

SERVICE CALLS

Normal Calls:

Any call received during normal business hours will be dispatched at our convenience typically within ONE (1) business day of origination. There will be a THREE (3) Hour Minimum Charge at $85.00 per hour. AIM Services, Inc. reserves the right to charge for each technician required on the job. Parts and materials will be individually itemized on invoice.

After Hours and Emergency Calls:

Calls received and authorized by responsible party (customer) for immediate dispatch will be responded to within FOUR (4) hours of origination of authorized request. Emergency and After Hours Service Calls will be invoiced at $130.00 per hour with a THREE (3) Hour Minimum. Charges will include time of travel to render services. AIM Services, Inc. reserves the right to charge for each technician required on the job. Parts and materials will be individually itemized on invoice.

Initials: _____

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: APPROVAL OF MONTHLY RECURRING EXPENSES (NEW BUSINESS, ITEM F)
DATE: FEBRUARY 4, 2020
CC: MUTUAL FILE

In compliance with legislation, Assembly Bill 2912 (AB 2912) – *Association Finances*, which as of January 1, 2019 has gone into effect, the Board of Director are now required to prove a review of all Financials. The bill is intended to require the Board of Directors to provide a greater oversight of the finances of their associations in an effort to better protect against fraudulent activity and potential loss.

I move to approve the Board to authorize the recurring expenses listed on the Resolution to Approve Monthly Recurring Expenses dated February 04, 2020 and authorize the President and Secretary to sign.

(Vendor and type of Expenses will be given at the board meeting)

SEAL BEACH MUTUAL NO. SEVENTEEN
RESOLUTION OF BOARD OF DIRECTORS

WHEREAS, as of January 1, 2020, Civil Code Section 5502 provides, among other things:

> "Notwithstanding any other law, transfers of greater than ten thousand dollars ($10,000) or 5 percent of an association's total combine reserve and operating account deposits, whichever is lower, shall not be authorized from the association's reserve or operating accounts without prior written board approval."

WHEREAS, the Association has certain monthly recurring expenses for basic Association expenses (e.g., utilities and insurance) which exceed $10,000 or 5% of the Association's total combine reserve and operating account deposits, whichever is lower (the "Transfer Limit"), which, heretofore have been paid from the Association's operating accounts via electronic transfer by the Association's property manager;

WHEREAS, the Association's Board of Directors desires to authorize its property manager to continue to make such recurring payments which exceed the Transfer Limit with this Resolution deemed with prior written Board approval for each transaction;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Association's Board of Directors provides its prior written approval pursuant to Civil Code Section 5502 for Golden Rain Foundation, the Association's property manager, to make transfers from the Association's operating accounts which exceed the Transfer Limit to pay the following recurring expenses of the Association:

VENDOR	TYPE OF EXPENSE

Dated: February 04, 2020

SEAL BEACH MUTUAL NO. SEVENTEEN
BOARD OF DIRECTORS

_____ _____
President Secretary