

A G E N D A
REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL SEVENTEEN
December 15, 2022
Meeting begins at 9:00 a.m.
Administration Building, Conference Room A
Zoom Video and Call Conference Meeting

TO ATTEND: The Shareholder will be provided with instructions on how to access the call via telephone or via video upon the Shareholder contacting GRF Mutual Administration at mutualsecretaries@lwsb.com or (562) 431-6586 ext. 313 and requesting the call-in or log-in information.

TO MAKE COMMENTS DURING MEETING: In order to make a comment during the open Shareholder forum, the Shareholder must submit their name, Unit number, and telephone number, via e-mail at mutualsecretaries@lwsb.com, by no later than 3:00 p.m., on 12/14/2022, the business day before the date of the meeting. If you do not have access to an email, please call (562) 431-6586 ext. 313 and let us know that you wish to make a comment during the open shareholder forum.

1. CALL TO ORDER
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
Mr. Antisdell, Building Inspector
Ms. Barua, Portfolio Specialist
Ms. Duarte, Assistant Portfolio Specialist
5. APPROVAL OF MINUTES:
 - a. **Regular Meeting Minutes of November 01, 2022**
 - b. **Special Meeting Minutes of November 08, 2022 (p.3)**
6. BUILDING INSPECTOR'S REPORT Mr. Antisdell
Permit Activity; Escrow Activity; Contracts & Projects; Resident and Mutual Requests
(p.4)
7. GRF REPRESENTATIVE Mr. Massetti
8. **NEW BUSINESS**
 - a. Discuss and vote to approve Mutual Monthly Finances (p.5)
 - b. Discuss and vote to authorize Mutual Attorney to amend Policy 7408.17 – Liability Insurance (pp.6-8)
 - c. Discuss and vote to adopt Rule 17-7552-1 Fire Safety (pp.9-10)
 - d. Discuss and vote to adopt Rule 17-7571-1 Wall Art (pp.11-12)
 - e. Discuss and vote to ratify adopting Rule 17-7520-1 Collection (pp.13-14)
 - f. Discuss and vote to appoint a new Rules and Regulations Committee (p.15)
 - g. Discuss and vote to amend Procedure 17-7021-3 Interview Dates and Hours (pp.16-17)

STAFF BREAK BY 3:00 p.m.

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| 9. | PRESIDENT'S REPORT | Ms. Gassman |
| 10. | VICE PRESIDENT'S REPORT | Mr. Goodner |
| 11. | SECRETARY'S REPORT / CORRESPONDENCE | Ms. Williams |
| 12. | TREASURER'S REPORT | Mr. Goodner |
| 13. | PORTFOLIO SPECIALIST REPORT | Ms. Barua |
| 14. | ANNOUNCEMENTS | |

**NEXT MONTHLY BOARD MEETING: Tuesday, January 03, 2022, at 1:30 p.m.
Location: Administration Building, Conference Room A, Zoom Video and Call
Conference Meeting**

- 15. COMMITTEE REPORTS
 - a. Landscape Committee
 - b. Social Committee
 - c. Emergency Information
 - d. Physical Property Committee
 - e. Architectural Committee
- 16. RESIDENTS' COMMENTS (2-3 minutes per resident)
- 17. ADJOURNMENT
- 18. EXECUTIVE SESSION
 - a. Legal Matters
 - b. Contracts
 - c. Assessments/Delinquencies
 - d. Disciplinary Hearings

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

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
SEAL BEACH MUTUAL NO. SEVENTEEN
November 08, 2022

CALL TO ORDER:

The Special Meeting of Seal Beach Mutual No. Seventeen was called to order by President Gassman at 10:38 a.m. on Tuesday, November 08, 2022, in the Conference Room C in Building 5 and via Zoom Video/ Conference Call.

ROLL CALL:

Those members present were Vice President-Treasurer Goodner, President Gassman, Director McCabe, Secretary Williams, Director Ingleson Advisory Directors Badzey, Schumacher and Hayes.

The purpose of the meeting is to:

- Discuss and vote to adopt Rule 17-7520-1 Collection
- Discuss Policy 7408.17 – Liability Insurance, Policies to include Fee Schedule, Policy regarding fines schedule and Electronic Consent Form

Following a discussion and on MOTION made by Director McCabe, and second by Secretary Williams it was:

RESOLVED to propose a rule change adopting Rule 17-7520-1 - Collection and approve 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any resident comments received.

The motion passed unanimously.

ADJOURNMENT:

President Carson adjourned the meeting at 11:53 a.m.

Attest:

Marty Williams, Secretary
SEAL BEACH MUTUAL NO. SEVENTEEN
MW 11/08/2022

INSPECTOR MONTHLY MUTUAL REPORT

MUTUAL:	17							INSPECTOR:	SCOTT STANTON
MUTUAL BOARD MEETING DATE:	December 6TH 2022				Print Date: 12/01/22				

PERMIT ACTIVITY

UNIT #	DESCRIPTION OF WORK	GRF/CITY PERMIT	START DATE	COMP. DATE	CHANGE ORDER	INSPECTION	CONTRACTOR / COMMENTS
22-B	FLOORING	GRF	07/29/22	11/22/22	NO	11/29/22 FINAL	BIXBY PLAZA CARPETS
76-C	OUTDOOR CARPET	GRF	10/30/22	11/30/22	NO		KARYS CARPET

Contract Services	Project Description	Expiration
J & J Landscaping	Landscape Maintenance	10/31/2025
Prostar Mechanical Services	Preventative Care for Boilers	8/31/2025
HSG Window Cleaning Inc	Window Washing	12/31/2023
Fenn Pest & Termite	Termit and Pest control	05/31/2023
Empire Pipe Sewer Cleaning	COMPLETED	12/31/2022
Roofing Standards	COMPLETED	11/30/2022

Site Visits

48 CALLS AND VISITS TO UNITS					
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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: DECEMBER 15, 2022
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 month of Novemeber 2022.

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AUTHORIZE MUTUAL ATTORNEY TO AMEND
POLICY 7408.17 – LIABILITY INSURANCE (NEW BUSINESS, ITEM B)
DATE: DECEMBER 15, 2022
CC: MUTUAL FILE

I move to authorize Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP to review and amend Policy 7408.17 – Liability Insurance.

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Liability for Damage to Mutual or Third-Party Property (Mutual 17 Only)

RESOLVED that when any Damages caused to another owner's unit, or to Mutual Seventeen common area property when the root cause is associated with an owner's unit is the sole liability of the unit's owner.

Damages for example could be the result of; a remodel, furniture moving, hired contractors, caregivers, house cleaner, guests, family members, etc. Damages include, but are not restricted to, past remodels, plumbing failures, water damage, fire & smoke damage, electrical, damage to common area carpets and walls, alteration, furniture moving, or other work of any kind is being performed in a unit, any damage to Mutual or third party property caused by the actions of the contractor, owner or any other person employed in performing such work shall be promptly repaired or replaced to the satisfaction of the Mutual Board and at no cost to the Mutual. This includes, but is not limited to, damage to floors and/or floor coverings, walls, stairways, roofing, elevators, doors, windows, glazing, air conditioning/heating units and other appliances, furniture, artwork, ceilings, lighting, walkways, and all landscaping (including turf, shrubbery, trees, flowers, etc.), together with any personal property belonging to a Mutual resident, including automobiles. Any required repairs or replacements must be satisfactory to the Mutual Seventeen Board and at no cost to Mutual Seventeen.

It is the responsibility of the unit's owner/resident to immediately take the following steps.

1. Address the situation immediately to prevent the issue from continuing by contacting; the maintenance department, security and/or the proper authorities.
2. **Contact your insurance company** to start a claim an understanding of the repair or remediation process.
3. Notify a Mutual Board Member of the incident and give them your insurance information.
4. Notify all other affected owners/residents of the incident immediately and give them your insurance information and inform them of the process that will be taken to remediate the situation.

Repairs and remediation are the sole responsibility of the owner/resident of the unit who is responsible for the root cause of the problem. No invoice(s) from any vendor shall be paid by the Mutual and the Mutual shall not dispatch any vendor that is not directly associated with the Mutual's needs in respect to the Mutual's common areas.

Liability insurance is a requirement to own in Mutual Seventeen, there is no exception.
(JAN 2023)

MUTUAL OPERATIONS

PHYSICAL PROPERTY

Proof of current liability insurance is required annually. It is the responsibility of the owner(s) to show the proof of insurance, via a Proof of Insurance Certificate, at the time their unit is inspected during the annual safety inspection. In the event the owner is not a resident they must either get a copy of the Proof of Insurance Certificate to either their renter or the Mutual's Board of Directors **prior to February 1st of each year.** **Failure to provide a current copy of your Proof of Insurance Certificate will result in a fine.** Fines collection shall follow Mutual Seventeen's collection rule number #####.

The current minimum coverage value for liability insurance for each owner is three-hundred thousand dollars (\$300,000.00), and is subject to change upon notice (cost of repairs that exceed your coverage is the sole responsibility of the unit's owner(s)) The Mutual shall bear no responsibility for damages cause by an owner or resident of an apartment unit in Mutual Seventeen.

The **eContractor(s)**, owner(s), or any other person involved in the work shall also be responsible for compensating any party, including the Mutual, for damage caused by their negligence in failing to completely remove from the premises any debris resulting from their activities. This includes damage to mowing or edging equipment owned by the Mutual's landscape contractor caused by debris or hardware left on the lawn areas.

All debris, including carpeting and pads, resulting from construction or moving activities shall be completely removed from Mutual property and shall not be deposited in the trash or recycle containers in the garage areas. Dust, dirt or other unsightly condition in the common areas resulting from construction or moving activities shall be remedied, and the premises restored to their original condition, at the conclusion of each day's work.

The contractor of record, owner, or any other person involved in the work shall be responsible for ensuring that all the above requirements are adhered to by any sub-contractors or material suppliers utilized in the performance of the work.

RESOLVED FURTHER that the owner shall be financially responsible for all repairs and/or replacements required by this rule if the contractor of record fails to meet his obligations as outlined above, or if there is no contractor utilized in the performance of the work.

MUTUAL ADOPTION

SEVENTEEN: 10 July 07

Amended: 03 JAN 23

(JAN 2023)

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT RULE 17-7552-1 FIRE SAFETY (NEW BUSINESS, ITEM C)
DATE: DECEMBER 15, 2022
CC: MUTUAL FILE

I move to propose a rule change adopting Rule 17-7552-1 Fire Safety and approve 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any resident comments received.

SEAL BEACH MUTUAL NO. SEVENTEEN

Mutual Operations

Fire Safety

1. The placement of any furniture, artwork, plants, trees, bookshelves and/or other personal items in any portion of a fire exit stairwell is prohibited.
2. Failure to comply with the placement of personal items in the allotted use area or cove.

Document History

Adopted: 03 JAN 2023 Amended:

Keywords: Fire Safety

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO ADOPT RULE 17-7571-1 WALL ART (NEW BUSINESS, ITEM D)
DATE: DECEMBER 15, 2022
CC: MUTUAL FILE

I move to propose a rule change adopting Rule 17-7571-1 Wall Art and approve 28-day posting of notice of the proposed rule change. The proposed rule change will be considered by the board at the next scheduled meeting following review of any resident comments received.

SEAL BEACH MUTUAL NO. SEVENTEEN

Mutual Operations

Wall Art

1. ~~The hanging, posting or placement of art work, postings, placement of furniture and/or other similar personal items the removal of art work, postings, furniture in from any common area of Mutual 17, or the removal of the same from the common area without first getting the written permission of the mutual Board of Directors and/or the Architectural committee is prohibited.~~

Document History

Adopted: 03 JAN 2023 Amended:

Keywords: Trash Disposal

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO RATIFY ADOPTING RULE 17-7520-1 COLLECTION
(NEW BUSINESS, ITEM E)
DATE: DECEMBER 15, 2022
CC: MUTUAL FILE

I move to ratify proposed rule change by adopting Rule 17-7520-1 - Collection; the 28-day posting requirement has been met.

SEAL BEACH MUTUAL NO. SEVENTEEN**Mutual Operations****Collections**

The effective and prompt collection of assessments (sometimes referred to as carrying charges) is critical to the running of our Association. Only through the collection of these assessments can we maintain and, hopefully, increase the value of our property. The policies and practices of Seal Beach Mutual No. Seventeen (the "Association") with regard to the collection of delinquent assessments are as follows:

1. Assessments are due on first (1st) day of each month and are delinquent if not received by the 15th day of each month. If a special assessment is necessary, you will be notified of the due date therefor.
2. In the event an assessment is not received within fifteen (15) days after it is due, the owner will be required to pay to the Association a late charge in the amount of ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Also, if an assessment is not paid within thirty (30) days from the day that it was originally due, interest at the rate of ten percent (10%) per annum will be added to the owner's account each month.
3. If payment is not received within forty-five (45) days after the original due date of the assessment, the matter will be turned over to the Association's attorneys, or to a trustee, for further handling. Upon receipt from the Association of such a matter, the Association's attorneys, or the trustee, will send a letter notice by certified mail demanding immediate payment and stating that a Notice of Assessment (lien) may be recorded if the payment is not received within forty-five (45) days from the date of the letter or thirty (30) days after receipt of the letter, whichever occurs later.
4. If the payment is not received as set forth in the above-described letter, and after approval of the board of directors in accordance with California law, a lien will be recorded with the Orange County Recorder's office. Within ten (10) days after the lien is recorded, the lien will be sent to the owner by certified mail.
5. In the event the payment is not received within thirty (30) days after the lien was recorded, and after approval of the board of directors in accordance with California law: (a) if the Association's attorneys are handling the matter, a Complaint will be filed in the Superior Court for all appropriate causes of action (including to foreclose on the lien), at the earliest date allowed by law (once the matter is filed in the Superior Court, the case is handled as any other lawsuit); (b) if the matter is being handled by a trustee, the trustee will proceed with a non-judicial foreclosure in accordance with California law, at the earliest date allowed by law.
6. The case will be dismissed, or the foreclosure action will be terminated, and the lien released, only upon payment of all delinquent maintenance assessments, special assessments, late charges, lien fees, any and all collection costs incurred by the Association, attorney's fees, attorney's costs, and any other charges against the property.

Document History

Adopted: 06 DEC 2022 Amended:
Keywords: Collection

(DEC 2022)

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO APPOINT A NEW RULE AND REGULATIONS COMMITTEE (NEW BUSINESS, ITEM F)
DATE: DECEMBER 15, 2022
CC: MUTUAL FILE

I move to appoint Keith Goodner (Chair), _____, _____ to the Rules and Regulations Committee.

Mutual Corporation No. Seventeen

MEMO

TO: MUTUAL BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION
SUBJECT: DISCUSS AND VOTE TO AMEND PROCEDURE 17-7021-3 INTERVIEW DATES AND HOURS (NEW BUSINESS, ITEM G)
DATE: DECEMBER 15, 2022
CC: MUTUAL FILE

I move to amend Procedure 17-7021-3 Interview Dates and Hours.

SEAL BEACH MUTUAL NO. SEVENTEEN

Mutual Operations

Interview Dates and Hours

1. Effective November 1, 2022, Mutual 17 will require individuals moving into any apartment in Mutual 17 to go through an interview prior to their taking possession of an apartment. For a sale, all listed owners must attend the interview. For units being leased, any person listed on the lease must be present during the interview.
2. Mutual 17 requires that an appointment is arranged in advance. Interviews will be handled at **9:00 AM** and at **2:00 PM** on the **second (2nd) and forth (4th) Thursday** of each month excluding any holidays. Appointments are booked on a first come first served basis so plan ahead so that closing and move-in dates aren't affected.
3. Additionally, please note the board has approved a change to the Mutual's charges related interview fees, move in fees and deposits. These rates are for any new resident due either to an apartment unit purchase, an apartment unit transfer of title. inclusive of inherited property or property obtained through legal action and upon any new lease or rental agreement. This cost is in addition to any the GRF may charge.

Breakdown of Move – In Fee:

Cost of the interview	\$ 200.00
Move in fee	\$ 500.00
Moving in deposit*	\$ 150.00
Moving out deposit**	\$ 150.00
Move – in Fee Total Balance due	<u>\$ 1,000.00</u>

*The move in deposit will be refunded after the moving in process is completed and there is no damage to any common area property. Those handling the move have complied with the rules and polices of moving is given during the move in interview and that there is no excessive dumping of moving supplies or furniture in the trash room.

** The move out deposit will be refunded after the moving out process is complete and there is no damage to any common area property and the rule for moving have been followed. In the event furniture or trash is left behind or the two “visitor over-night/ short term passes” have not been returned to the Mutual Board, there will be deduction from the deposit. In order to receive the refund, it is the moving party’s responsibility to provide the Mutual Board with a name and address prior to the move.

Document History

Adopted: 01 NOV 2022 **Amended:** 03 Jan 2023
Keywords: Interview Move In Fee