### **AGENDA**

# REGULAR MONTHLY MEETING OF THE BOARD OF DIRECTORS SEAL BEACH MUTUAL FOUR

**September 13, 2023** 

Open Forum begins at 8:30 a.m. – Meeting begins at 8:45 a.m. Conference Room B and via Zoom Video & Conference Call

<u>TO ATTEND ON ZOOM:</u> The Shareholder will be provided with instructions on how to access the call via Zoom/telephone upon the Shareholder contacting Mutual Administration and requesting the log-in information. Please submit your information, including your name, Unit number, and telephone number, via e-mail at <a href="mutualsecretaries@lwsb.com">mutualsecretaries@lwsb.com</a> or by calling (562) 431-6586 ext. 313, by 09/12/2023 no later than 3:00 p.m., the business day before the date of the meeting.

TO PROVIDE COMMENTS DURING MEETING: In order to make a comment during the open Shareholder forum, the Shareholder must submit all the necessary information stated above, via e-mail at <a href="mailto:mutualsecretaries@lwsb.com">mutualsecretaries@lwsb.com</a>, and state their intent to speak. Please send in your request by 09/12/2023 no later than 3:00 p.m., the business day before the date of the meeting.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
- 2. ROLL CALL

President Conley, Vice President Glasser, Secretary Kuhl, Chief Financial Officer Green, Directors Falconer, Potter.

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

Marsha Gerber, GRF Representative Mallorie Hall, Sr. Director of Member Services Ryan Quental, Building Inspector Ripa Barua, Sr. Portfolio Specialist

- 4. APPROVAL OF MINUTES
  - a. Regular Meeting Minutes of August 9, 2023
- 5. GUEST SPEAKER Ms. Hall
  - a. Discuss and vote to approve the 2024 Operating Budget (pp. 4-7)
- 6. BUILDING INSPECTOR'S REPORT

Mr. Quental

Permit activity; escrow activity; contracts & projects; shareholder and mutual requests (p. 8)

- Discuss and vote to approve Hydrotek sewer repair proposal (pp. 9-11)
- b. Discuss and vote to approve vinyl fence design proposal for 04-042L (pp. 12-14)
- c. Discuss and vote to approve patio change order for 04-044F (pp. 15-20)
- d. Discuss and vote to approve glass block wall for 04-046C (pp. 21-23)
- e. Discuss and vote to approve cart pad proposal for 04-084J (pp. 24-27)
- 7. GRF REPRESENTATIVE

Ms. Gerber

8. SECRETARY / CORRESPONDENCE

Ms. Kuhl

RB 9/6/23 **1** 

Ms. Green

## 10. **UNFINISHED BUSINESS**

- a. Discuss and vote to ratify 04-7403.8-1 Building Permit Signatures (pp. 28-29)
- b. Discuss and vote to ratify 04-7425-1 Flower Gardens, Vegetables, Trees, and Shrub Use (pp. 30-36)
- c. Discuss and vote to amend resolution passed on 8/9/23 to change where funds are coming from (p. 37)
- d. Discuss and vote on getting out of the appliance business (p. 38)
- e. Discuss and vote to amend 04-7496-1 <u>Electric Vehicle Charging Station Rules</u> (pp. 39-43)
- f. Discuss and vote to approve Mutual 4 EV Welcome Letter (pp. 44-45)

### 11. NEW BUSINESS

- a. Approval of monthly finances for July & August (p. 46)
- b. Discuss and vote on having governing documents and meeting documents removed from lwsb website (p. 47)
- c. Discuss and vote on moving tree from 41F to a new location (p. 48)
- d. Discuss and vote to approve the use of temporary parking permits (p. 49)
- e. Discuss and vote to send coyote information to GRF Administration -Security from SBPD (pp. 50-56)
- f. Discuss 04-7590-1 Feeding Wildlife regarding Bird Feeders (pp. 57-58)
- g. Discuss potential changes to 04-7560-1 <u>Apartment Subletting Rentals</u> and 04-7561-4 <u>Standard Apartment Rental Form</u> (pp. 59-61)
- h. Discuss Mutual 4 Newsletter
- i. Discuss vacation parking.
- j. Discuss Carport Rules regarding State/City laws.
- k. Discuss and vote to nominate and appoint new director (p. 62)

## STAFF BREAK BY 11:00 a.m.

# 12. PORTFOLIO SPECIALIST REPORT

Ms. Barua

### 13. COMMITTEE REPORTS

- a. Member Services Committee
- b. Facilities Committee
- c. Operations Committee
- d. Administration Committee
- e. Landscape

f. Special Events

g. Electric Vehicle

Ms. Falconer Ms. Glasser

Ms. Green

### 14. ANNOUNCEMENTS

a. NEXT MEETING: Wednesday, October 11, 2023, Open Forum begins at 8:30 a.m. and the Meeting begins at 8:45 a.m. in the Building 5, Conf. Room B and via Zoom Conference Call

### 15. DIRECTORS' COMMENTS

- 16. SHAREHOLDERS' COMMENTS (3 minutes)
- 17. ADJOURNMENT
- 18. EXECUTIVE SESSION

STAFF WILL LEAVE THE MEETING BY 12:00 p.m.

## **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE THE 2024 OPERATING BUDGET

(GUEST SPEAKER, ITEM A)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

Mutual Board Resolution to Pass the 2024 Budget (Excluding GRF Assessment)

For Mutual board approvals at meetings prior to GRF.

I move to approve the 2024 Operating Budget for Mutual Four of \$1,235,520, resulting in a regular monthly Mutual Assessment for \$260.00 per apartment per month, for an increase of \$13.69 per month over the total Mutual operating costs of 2023, as presented, and adopt his budget forthwith.

# Seal Beach Mutual Four Operating Budget 2024

Mutual Monthly Assessment: \$260

Notable Operating Changes:

Interest income due to better rates

Water - Historical + 5%

Landscape - Historical + 5%

Insurance - Historical + 5%

Reserve Contribution: \$598,800

Reserve % Funded: 45.80%

Notable Reserves Changes:

Appliances moved to operating

Roofing less than reserve study

Painting more than reserve study

**GRF Monthly Assessment:** 

### Seal Beach Mutual Four Operating Budget 2024

	Mont	thly	Change	Anr	nual	Change
,	2023	2024		2023	2024	
Assessments	\$97,538.76	\$102,960.00	\$5,421.24	\$1,170,465.12	\$1,235,520.00	\$65,054.88
5375000 Laundry Machines	\$831.58	\$750.00	-\$81.58	\$9,978.96	\$9,000.00	-\$978.96
Interest Income	\$146.50	\$1,750.00	\$1,603.50	\$1,758.00	\$21,000.00	\$19,242.00
5610000 Late Charges	\$23.75	\$83.33	\$59.58	\$285.00	\$1,000.00	\$715.00
5921000 Inspection Fees	\$2,918.50	\$2,168.75	-\$749.75	\$35,022.00	\$26,025.00	-\$8,997.00
5980000 Miscellaneous	\$19.83	\$25.00	\$5.17	\$237.96	\$300.00	\$62.04
TOTAL INCOME	\$101,478.92	\$107,737.08	\$6,258.16	\$1,217,747.04	\$1,292,845.00	\$75,097.96
6420000 Electricity	\$1,667.17	\$2,083.33	\$416.16	\$20,006.04	\$25,000.00	\$4,993.96
6421000 Telephone	\$0.00	\$100.00	\$100.00	\$0.00	\$1,200.00	\$1,200.00
6423000 Water	\$7,333.92	\$7,333.92	\$0.00	\$88,007.04	\$88,007.00	-\$0.04
6424000 Trash	\$4,554.00	\$4,400.00	-\$154.00	\$54,648.00	\$52,800.00	-\$1,848.00
6434000 Legal Fees	\$1,001.92	\$1,000.00	-\$1.92	\$12,023.04	\$12,000.00	-\$23.04
6475000 Landscape - Contract	\$15,499.42	\$14,756.17	-\$743.25	\$185,993.04	\$177,074.00	-\$8,919.04
6475500 Landscape - Extras	\$2,415.58	\$2,416.67	\$1.09	\$28,986.96	\$29,000.00	\$13.04
6477100 Painting	\$166.33	\$325.00	\$158.67	\$1,995.96	\$3,900.00	\$1,904.04
6477200 Pest Control	\$1,255.33	\$1,114.50	-\$140.83	\$15,063.96	\$13,374.00	-\$1,689.96
6477300 Structural Repairs	\$1,168.17	\$1,000.00	-\$168.17	\$14,018.04	\$12,000.00	-\$2,018.04
6477400 Miscellaneous Services	\$106.92	\$244.81	\$137.89	\$1,283.04	\$2,937.70	\$1,654.66
6812100 Office Supplies		\$15.00	\$15.00	\$0.00	\$180.00	\$180.00
7552000 Standard Service	\$5,167.83	\$5,250.00	\$82.17	\$62,013.96	\$63,000.00	\$986.04
6720000 State & Federal Taxes	\$87.08	\$519.42	\$432.34	\$1,044.96	\$6,233.00	\$5,188.04
6730000 Property & Liability Insurance	\$13,052.17	\$13,361.61	\$309.44	\$156,626.04	\$160,339.30	\$3,713.26
Appliance	\$4,460.91	\$3,500.00	-\$960.91	\$53,530.92	\$42,000.00	-\$11,530.92
Reserve Contribution	\$43,125.00	\$49,900.00	\$6,775.00	\$517,500.00	\$598,800.00	\$81,300.00
Capital Contribution	\$416.67	\$416.67	\$0.00	\$5,000.04	\$5,000.00	-\$0.04
TOTAL EXPENSES	\$101,478.42	\$107,737.08	\$6,258.66	\$1,217,741.04	\$1,292,845.00	\$75,103.96
Mutual Assessments	\$246.31	\$260.00	\$13.69			
GRF Assessments	\$193.23					
TOTAL**	\$439.54	\$260.00	\$13.69			

<sup>\*\*</sup>Property taxes are assessed to the stockholder's unit and are added to the regular assessment and become part of the monthly payment. Accordingly, they are excluded from the operating budget.

# Seal Beach Mutual Four Operating Budget 2024

	Monthly C		Change	Annual
	2023	2024	_	2024
Reserve Contribution	\$43,125.00	\$49,900.00	\$6,775.00	\$598,800.00
	•			
Appliance	\$4,460.91	\$0.00	-\$4,460.91	\$0.00
Landscaping	\$0.00	\$646.67		\$1,200.00
Paved Surfaces	\$0.00	\$2,308.67		\$36,000.00
Painting	\$1,666.67	\$2,727.00	\$1,060.33	\$60,000.00
Roofing	\$10,416.67	\$29,073.17	\$18,656.50	\$261,600.00
Infrastructure	\$30,833.33	\$17,356.83	-\$13,476.50	\$240,000.00
*Contingency	\$208.33		-\$208.33	\$0.00
TOTAL ALLOCATION	\$47,585.91	\$52,112.34	\$1,571.09	\$598,800.00

	Usefi	ul Life	1. 2.0.000	Rem. ul Life	Estimated Replacement Cost in 2024	2024 Expenditures	01/01/2024 Current Fund Balance	01/01/2024 Fully Funded Balance	Remaining Bal. to be Funded	2024 Contributions
	Min	Max	Min	Max						
Paved Surfaces	4	24	0	16	\$495,000	\$10,000	\$165,250	\$165,250	\$329,750	\$27,704
Roofing Projects	25	25	5	23	\$9,563,000	\$0	\$720,575	\$2,639,200	\$8,842,425	\$348,878
Buildings	1	30	0	24	\$338,200	\$222,800	\$267,400	\$269,600	\$70,800	\$208,282
Painting Projects	10	10	2	2	\$358,800	\$0	\$287,040	\$287,040	\$71,760	\$32,724
Grounds	12	30	0	4	\$175,200	\$160,200	\$172,700	\$172,700	\$2,500	\$7,760
Laundry Facilities	:1	30	0	5	\$8,000	\$5,000	\$7,500	\$7,500	\$500	\$4,651
					\$10,938,200	\$398,000	\$1,620,465	\$3,541,290	\$9,317,735	\$630,000

Percent Funded: 45.8%

#### **MUTUAL 4 INSPECTOR'S REPORT RYAN QUENTAL** (04) **FOUR** MUTUAL: MONTH: INSPECTOR: GRF/CITY START CHANGE UNIT# WORK DESCRIPTION RECENT INSPECTION CONTRACTOR ORDER **PERMIT** DATE DATE ABATEMENT P.E.A SOLUTIONS 37-I GRF 05/29/23 06/02/23 NO NU KOTE 43-B SHOWER CUT DOWN вотн 06/09/23 07/09/23 NO MP CONSTRUCTION REMODEL/WINDOWS 06/05/23 10/30/23 8/10/23 - REMODEL FINAL 44-F BOTH YES 45-D SHOWER CUT DOWN **BOTH** 07/06/23 08/06/23 NO **NU KOTE** 11/30/23 MP CONSTRUCTION 47-C FLARED SKYLIGHT вотн 07/12/23 NO 8/30/23 - INSULATION HANDYCREW 47-l REMODEL вотн 06/27/22 03/01/23 YES 8/17/23 - PATIO FOOTINGS SOLAR PANELS вотн 12/09/21 01/31/22 NO SOLARMAX 49-F LW DÉCOR PORCH WALL/GLASS 07/30/23 52-E GRF 03/27/23 YES 81-D ENTRY DOOR вотн 06/20/23 08/31/23 NO LW DÉCOR FLOORING LW DÉCOR GRF 08/28/23 10/15/23 81-E NO ALPINE 83-G HVAC вотн 08/17/23 10/17/23 NO 85-G AWNINGS GRF 10/10/23 10/10/23 NO AAA AWNINGS BA CONSTRUCTION 1/30/23 - DRYWALL REMODEL/PATIO 86-A GRF 04/11/22 08/31/23 NO 86-F AWNING GRF 12/12/23 12/12/23 NO AAA AWNINGS LW DÉCOR 87-B DISHWASHER GRF 08/25/23 10/30/23 NO

	ESCROW ACTIVITY								
UNIT#	NMI	PLI	NBO	FINAL	FCOEI	RELEASE OF FUNDS	ACTIVE	CLOSING	CLOSED
45-I		07/06/23	08/10/23	08/08/23	08/18/23				
47-K		08/03/23	09/07/23				1		
50-A		09/27/22					1		
50-F		04/20/23	06/08/23	06/13/23	06/23/23	09/05/23	1		
51-G		04/20/23							
51- I		08/10/23							
52-J		04/14/23	07/12/23	07/13/23	07/25/23				
76-I		04/20/23	06/23/23	06/23/23	07/05/23				
76-L		05/24/23	08/01/23	08/01/23	08/11/23				
77-E		03/20/23	06/06/23	06/06/23	06/16/23	09/05/23	1		
79-A		06/28/23					18	9	10
79-G		07/13/23							
80-J		06/22/23							
81-E		11/01/22	08/04/23	08/08/23	08/18/23				
81-L		07/17/23	08/07/23	08/07/23	08/13/23				
82-L		08/03/23	08/28/23						
84-F		03/30/23	09/06/23						
84-I		08/03/23							
88-E		03/22/22							
89-D		08/11/23							
	NMI = New	Member In	spection	PLI = Pre	-Listing I	nspection <u>NBO</u> = New Buyer	Orientatio	n	
	FCOEI = Final Close of Escrow Inspection								

CONTRACTS & PROJECTS

CONTRACTOR PROJECT EXPIRATION

Total Landscape Landscape Maintenance 12/31/2023

Fenn Pest Control Termite Inspections 5/31/2026

Fenn Pest Control Bait Station Maintenance 6/30/2026

SHAREHOLDER & MUTUAL REQUESTS							
SHAREHOLDER MUTUAL							
45A - Exterior termites.	EV Charging Stations						
42E - Interior termites.							
44F - Stucco patch.	Carport Re-Striping						
Carport 52 - Stucco repair.							
47G - Garbage disposal not working.							

**8** 1 of 2

# **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE HYDROTEK SEWER REPAIR

PROPOSAL (BUILDING INSPECTOR'S REPORT, ITEM A)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

I move to approve the Hydrotek Pipe Services proposal to repair sewers	in Building 84 at a
cost not to exceed \$20,361.00. Funds to come from	and authorize the
President to sign any necessary documentation.	



# Contract/ Proposal

Hydrotek Pipe Services General Engineering and Plumbing Contractors Lic. A, C36 #1041327

08/19/2023

P.O. Box 5491 Ventura, CA 93005 (805) 201-8128 hydrotekpipeservices@gmail.com

TO Leisure World Mutual Four P.O. Box 2069 Seal Beach, CA 90740

Customer ID No. LWRL1

# Hydrotek Pipe Services Co. has performed an inspection and recommends the following improvements. Sewer improvements Proposal Building 84

### **Proposal includes:**

- 1. Excavation and removal of existing VCP exterior sewer line at building to the manhole in circular perimeter
- 2. Excavation at the structure will be hand dug due to encroaching utilities
- 3. Excavation will also include tunnel/ cavity under the existing 6lf concrete panel sidewalk
- 4. 1" plywood sheets to be used to minimize impact to existing grass greenbelt
- 5. All trenching will have access and egress ladder(s) every 25'
- 6. All trenching will have proper trench shoring where needed per OSHA daily excavation standards
- 7. New 4" bullhorn cleanouts at structure exterior
- 8. Haul off and disposal of all debris
- 9. All backfilling and compaction
- 10. Restoration put back of lawn as best as possible

### Proposal does not include:

- 1. Sprinkler lines damaged in the excavation
- 2. Any unknown utility damaged in the excavation

### Included

All excavation, labor, material to finish sewer installation and debris removal and disposal.

### Excluded

Any unknown buried utilities in conflict with proposed excavation plan, hard rock or buried matter that prevents excavation to be done in a productive manner. Sewer backwater check valve.

Total project quote

\$20,361.00

Payment terms:	
Upon award of contract Hydrotek Pipe Services will receive a retention CA 93005. The balance due upon completion of project.	of \$1,000.00 payable to Hydrotek Pipe Services, P.O. Box 5491 Ventur
Accepted:	Confirmed:
The above prices, specifications and conditions are satisfactory	Hydrotek Pipe Services
and are hereby accepted.	
Buyer:	Authorized Signature:
Authorized Signature:  Date of Acceptance:	Estimator: Eric M. Pagliano
• • • • • • • • • • • • • • • • • • • •	

Thank you for the opportunity to provide service excellence!

## **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE VINYL FENCE DESIGN PROPOSAL FOR

04-042L (BUILDING INSPECTOR'S REPORT, ITEM B)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

I move to approve the vinyl fence design proposal for Unit 04-042L. Work to be done at the shareholder's expense.

H2" high at posts 36" high At center of fence Mounted on top of existing Concrete SlAb. VINYl Fence

Vince URSINI 4-426 562-430-9669

# EverGuard® Picket Fence

Nothing beats the charm of a vinyl picket fence. EverGuard® offers a wide variety of heights and styles to accent your landscaping and create a beautiful boundary to your property.

# PICKET TOP STYLES

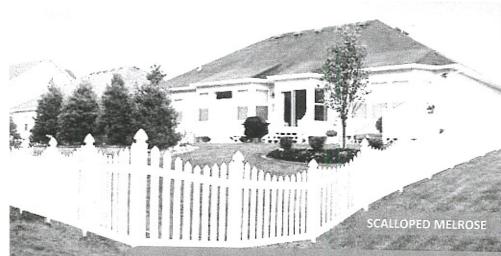
DOG EAR POINTED **PYRAMID** 

> bottom rail for added strength and protection.

# EverGuard® Semi-Privacy

Home Depot Everfence Company Lic# 1063022 everfence, com 5629462892

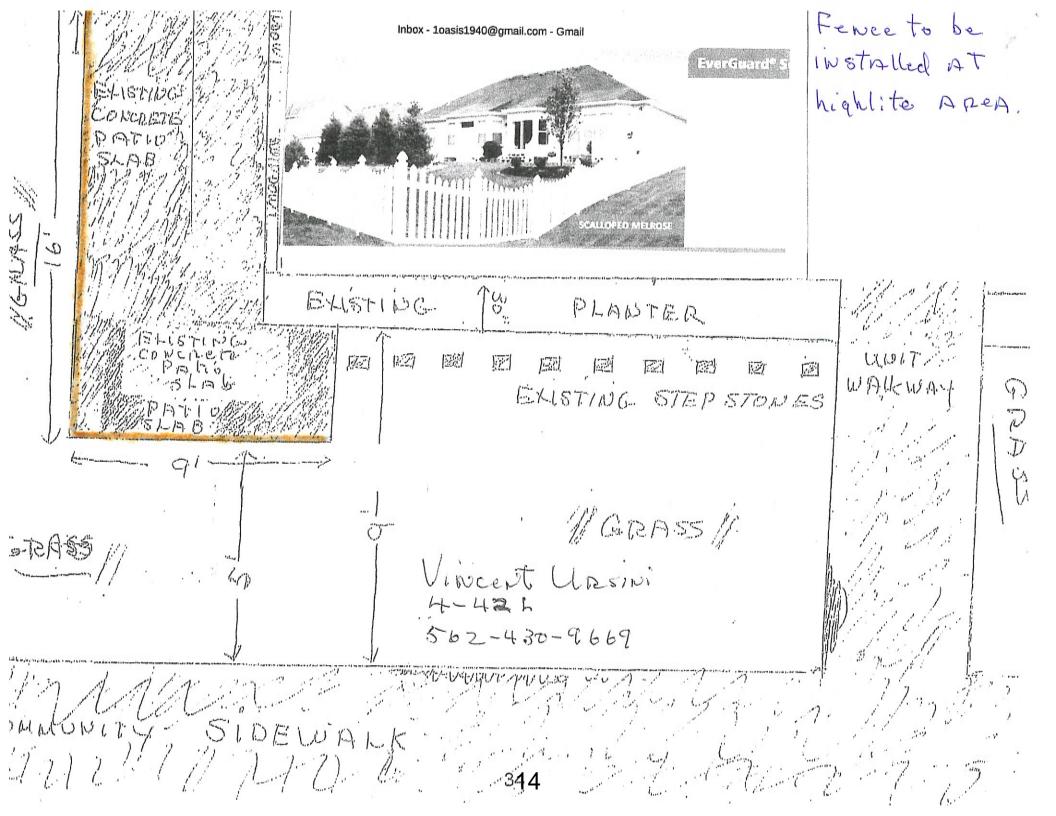
Bales - Joe Candido



# Picket Features

- 6 standard picket styles available
- Pickets installed with through-rail construction
- Panels offered in 6' and 8' widths

- Assortment of picket top options allowing you to create a distinctive look
- Optional bottom rail insert



## **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE PATIO CHANGE ORDER FOR 04-044F

(BUILDING INSPECTOR'S REPORT, ITEM C)

**DATE:** SEPTEMBER 13, 2023

**CC:** MUTUAL FILE

I move to approve the patio change order for Unit 04-042L. Work to be done by MP Construction at the shareholder's expense.

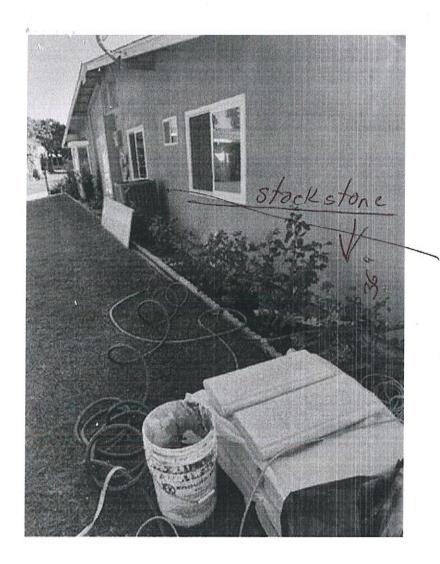
# GOLDEN RAIN FOUNDATION PHYSICAL PROPERTY DEPARTMENT POST OFFICE BOX 2069 SEAL BEACH, CA 90740

RECEIVED
AUG 0 3 2023

CHANGE ORDER 2

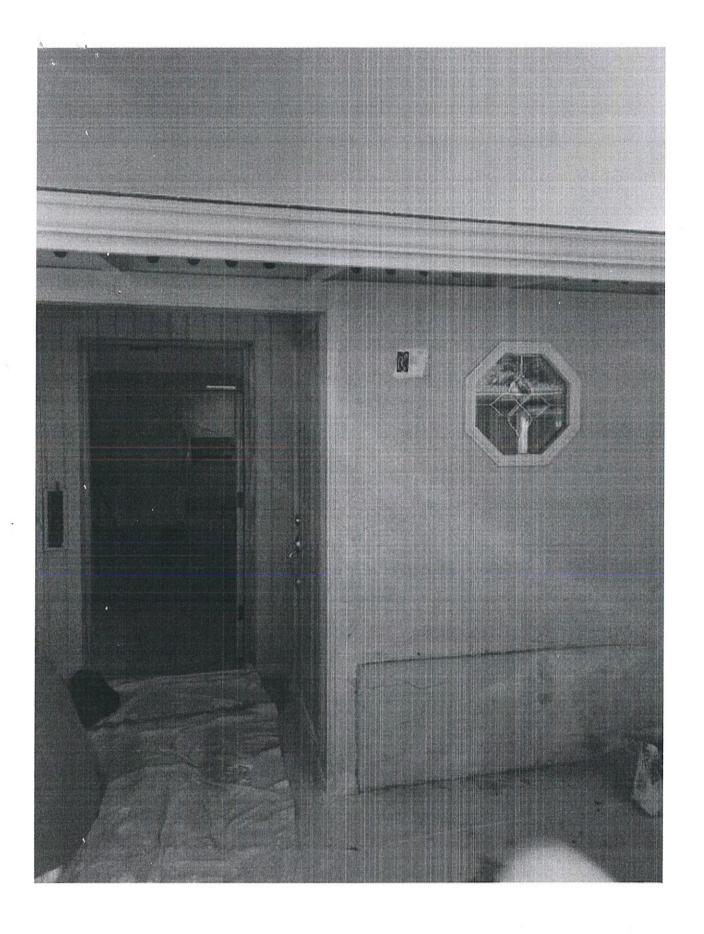
**Community Facilities** 

PROJECT -	
PROPOSAL SUBMITTED BY:	JOB ADDRESS: m4_
mpconstruction	1281 Knollwood rd 44 f
WE PROPOSE TO PERFORM THE FOLLOWI	NG WORK, CHANGES OR DELETIONS:
INStall stack stone and of	the side of the unit.
westall 2 new out si	de lights out side of
	iech side of the walk wak
and 36" Gate.	
PAYMENT WILL BE MADE BY: ORIGINAL CONTRACT COST \$	A DE ADDED TO THE CONTRACT PRIOR FOR THE
LUMP SUM: \$TOTAL AMOUNT TO MATERIAL COST	BE ADDED TO THE CONTRACT PRICE FOR THE INCREASE.
DELETION: \$TOTAL AMOUNT TO THE ABOVE NOT NEW TOTAL\$	BE DELETED FROM THE CONTRACT PRICE FOR ED DELETION.
YOUR SIGNATURE BELOW	SIGNIFIED YOUR ACCEPTANCE
to Com	8-3-23
CONTRACTOR'S SIGNATURE	DATE
DIRECTOR SIGNATURE  MEMBER SIGNATURE	DATE 8-2-23 DATE
3-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	The second secon
INSPECTOR SIGNATURE	DATE



of the unit

36" H. up to the Secon window of the Bodsoon





out side Light - 36" 6ate



out side Light

## **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE GLASS BLOCK WALL FOR 04-046C

(BUILDING INSPECTOR'S REPORT, ITEM S)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

I move to approve the glass block wall proposal for Unit 04-046C. Work to be done by

Custom Glass at the shareholder's expense.

		GO		FOUNDATI	ON		
Fee: \$ 28.12			BUILDING	3 PERMIT		Permit: # 18	3362
START DATE 08	/15/2023		MUTUAL	04-0000	APT NO		-
COMPLETION DA		023			AY'S DATE		
RESIDENT NAME	-		ADI				
		у	ADI	JRESS _124	11 Knollwood	Road #46C	
We propose to adwill be approximat glass.	d 3/8" bronze te	empered glass wir attached using bla	ndscreen on t nck Z series (	op of the bloci glass clamps.	k wall at the fro There will be a	nt patio of the build pprox. 1" of air spa	ding. The glass ace around the
(Per Building Mutual S	Standards)						
Do not change of	r add to the above	e-specified alteration	s without prope	er written appro	val and change o	order from the Physica	l Property Office.
		NOTICE	TO RESIDI	ENT OF AGR	REEMENT		
This represents you your unit. No alter are completed.	ur official Buile ation may be	ding Permit. Who started until thi	en you recei s permit is	ve this perm posted. Do r	nit, place it in not remove th	a conspicuous lo	cation in or at nal inspections
I, Mary Halsey			, Owne	er/Member o	f the above a	partment do here	by agree to bear the
expense of the abo	ve alterations	and, in the ever	nt of vacatin	g this apartr	nent, this alte	ration shall there	upon remain as
part of the building I agree all work w							
occupancy of this Agreement.	apartment, I	will be free to	use and er	njoy the alte	eration within	the framework	of the Occupancy
I also agree to be my failure to perfo of the alteration w ceiling of the dwelli	orm, the Mutu hich has beer	al Corporation to	o perform re	epairs or ma	intenance up	on the alteration	even though part
Further, I agree th from the Mutual C alteration. I will im I will, in the event repair and mainten	at I will person corporation in mediate pay to of sale or tran	the event that he Mutual Corponsfer, obtain the	the Mutual ration upon consent of t	Corporation being billed.	performs any	repairs or main	tenance upon the
***			***				
Mutual Director's Signa	ture	Date	Owr	er/Member Sigi	nature	Date	
undertaken. Prior with Contractor's I Physical Property CONTRACTOR MUCITY Of Seal Beach For final inspection, Conotice is required)  NOTICE: Contractor mucity Contractor must furnis	licenses issu Office.  JST CALL PH Permit Requentractor must countractor must countract must furnished	ed by the State  IYSICAL PROPE  Irred?Yes _ all both the Physical  py of City of Seal B	of Californ  ERTY OFFICE  X No al Property Officeach Permit v y Office upon	ia and the C CE FOR INS fice and City of with Valuation of completion of	PECTIONS V PERMIT # f Seal Beach for Amount before alterations.	each, must be fi	lled with the
Contractor's Signature Custom Glass	Date		GRF	Inspection/Supe	ervisor, Physical	Property Office	Date
BUILDING	Approved By	Date				Approved By	Date
Footing			Lands	caping			
Framing				Box w/ key		82	1
Wood Treatment				TRICAL WO	RK	30 <del></del>	
Shear Panel				Wiring			
Insulation				nspection			
Roof Sheathing			HVAC				
Roof			Rough	Wiring		-	3
Flashing			Final I	nspection			
Lathing			Roder	nt Proofing		-	
Dry Wall			PLUM	BING			
Scratch Coat			Groun	d Work			
Brown Coat			Rough	Plumbing			
Finish Plastering			Finish				
Miscellaneous			FINISI	H BUILDING	i		

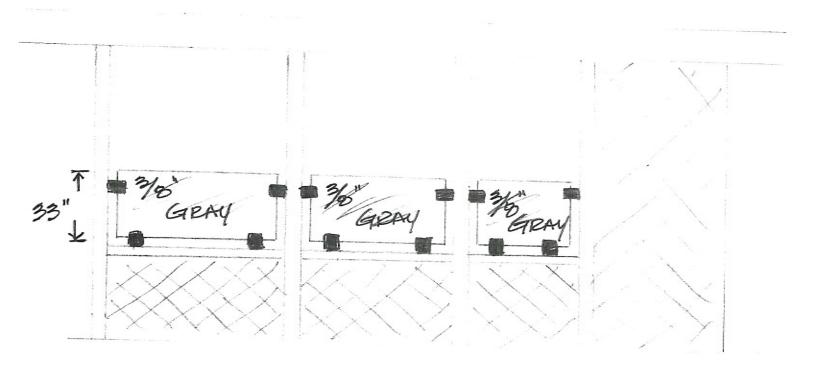
Tile Approval

# **CUSTOM GLASS**

10541 CHESTNUT STREET LOS ALAMITOS, CA 90720 562 884-0922

We propose to add 3/8" BRONZE tempered glass windscreen on top of the block wall at the front patio of the building. The glass will be approximately 33" tall and attached using Black Z Series glass clamps. There will be approximately 1" of airspace around the glass.

Proposed drawing for the project.



North East Elevation

## **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO APPROVE CART PAD PROPOSAL FOR 04-084J

(BUILDING INSPECTOR'S REPORT, ITEM E)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

I move to approve the cart pad proposal for Unit 04-084J. Work to be done by Four Star Landscape at the shareholder's expense.

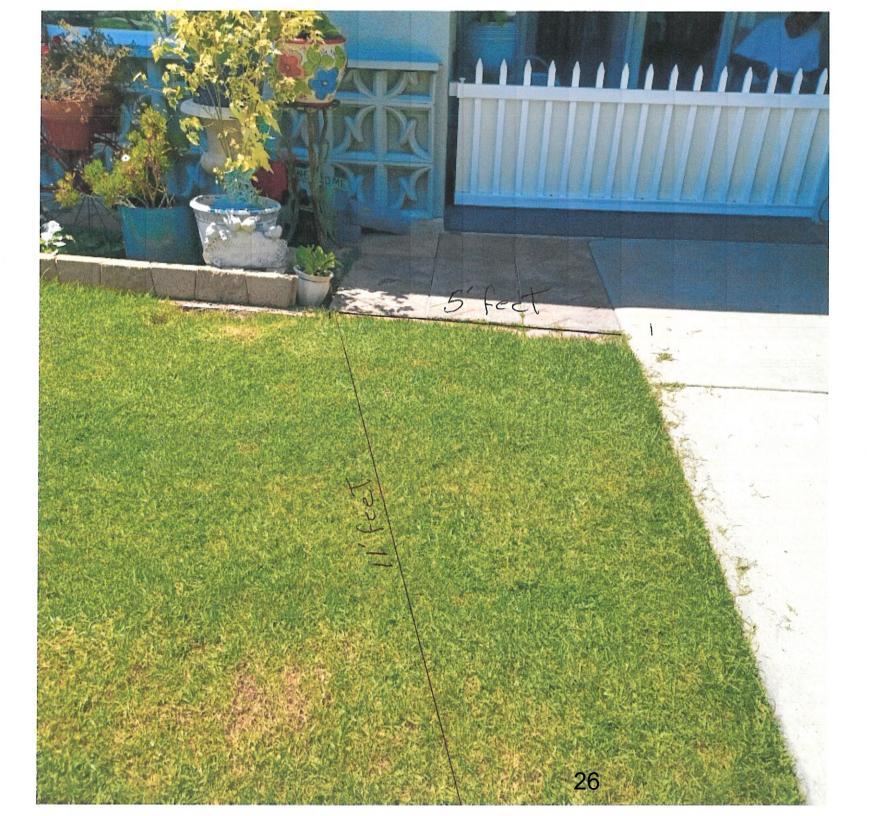
# GOLDEN RAIN FOUNDATION

Fee: \$ 25.00		BUILDING PER	MIT	Permit: #_ 183	193
START DATE 08/	25/2023	MUTUAL 04-00	00 <b>APT N</b>	1O 084J	
COMPLETION DAT			TODAY'S DA	TE 08/18/2023	
RESIDENT NAME		a Anness	1420 Skokie I		
		ADDICES.	1420 ORORIE I	10au #043	
NATURE OF ALTE		tell account for all for the state of			
Remove 3X11 ore	xisting grass to in	stall pavers for golf cart pad.			
(Per Building Mutual S					
Do not change or	add to the above-sp	ecified alterations without proper writte			Property Office.
This represents you	r official Duildin	NOTICE TO RESIDENT O			
your unit. No altera are completed.	ition may be sta	Permit. When you receive this rted until this permit is posted	i. Do not remov	e this permit until fina	al inspections
<ul> <li>I, Salvador Herrera expense of the above</li> </ul>		, Owner/Men d, in the event of vacating this	nber of the abov apartment, this	e apartment do hereb alteration shall thereu	y agree to bear th
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my failure to perfor	rm, the Mutual	corporation to perform repairs	or maintenance	upon the alteration e	ven though part
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Further, I agree tha	at I will persona	y maintenance the alteration a	and, in the even	t of my failure, after r	easonable notice
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		Mutual Corporation upon being r, obtain the consent of the ne		er(s) to become respo	nsible for the
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Mutual Director's Signat	ure Dat	Owner/Men	ber Signature	Date	· ·
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FINISH BUILDING

Miscellaneous

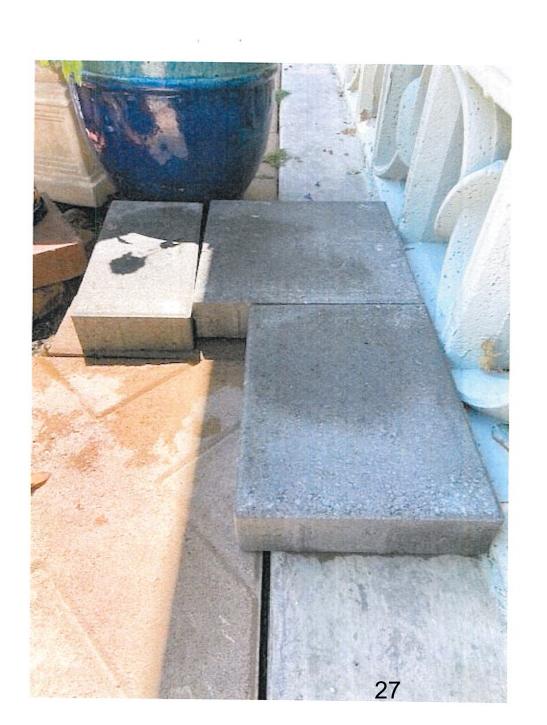
Tile Approval



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## **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE TO RATIFY 04-7403.8-1 <u>BUILDING PERMIT</u>

SIGNATURES (UNFINISHED BUSINESS, ITEM A)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

I move to ratify proposed rule change by amending 04-7403.8-1 <u>Building Permit Signatures</u>; the 28-day posting requirement has been met.

Physical Property\_

**AMEND** 

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## **Building Permit Signatures**

 Mutual Four requires the signature of the Mutual Corporation's president or, in the absence of the <u>presidentPresident</u>, the <u>vVice presidentPresident or Chief Financial Officer, or Secretary</u>—on any building permit, building plans, and change orders issued for apartment remodeling.

**Document History** 

7

Adopted: 06 Aug 90 Amended 23

**Keywords:** Mutual Four Building Permit Signatures

(Aug 2023 Dec 2021)

Page 1 of 1

## **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO RATIFY 04-7425-1 FLOWER GARDENS,

VEGETABLES, TREES, AND SHRUB USE. (UNFINISHED BUSINESS, ITEM B)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

I move to ratify proposed rule change by amending 04-7425-1 Flower Gardens, Vegetables,

Trees, and Shrub Use; the 28-day posting requirement has been met.

### **Physical Property - Resident Regulations**

### **AMEND**

### Flower Gardens, Vegetables, Trees, and Shrubs Use

This Article outlines the shared responsibilities of the Mutual and its Shareholders. The Landscape Committee and Building Directors are entrusted with the management of landscaping including the responsibility for inspections and enforcement of this Garden Rule.

If all Shareholders follow the policy as outlined below, the landscape areas will display what most Shareholders would consider an appealing appearance of the Mutual, a benefit for all as an attractive place to live and an enhancement of property values in the event of resale.

All Flower Gardens beyond the drip line are in the common area owned by the Mutual shareholders; therefore, the use of this common area for Flower Gardens is subject to change at the discretion of Mutual Four's Board of Directors.

Over the Mutual's lifetime, the sizes of the Flower Gardens have varied. While it is impossible to have total consistency in the sizes of the gardens, the following guidelines can be helpful in decision making.

### **FLOWER GARDEN SIZES**

- Guidelines for approved Flower Garden sizes vary depending on the unit location, sidewalk location, safety, and aesthetics. Flower Garden measurements are from the face of the building.
- At the time of resale or transfer of the share of stock, the shareholder (seller) may be required to re-align the Flower Garden area with the remaining gardens in the building. The guideline for a Flower Garden size is site specific.
- 3. Shareholders in units A, F, G and L, after Board consultation, may be allowed a Flower Garden at the end of their unit, depending on the area available. Planting cannot encumber entry to the attic or access to the meter panel. These Flower Gardens shall be site specific.
- 4. The Board may allow, on a case-by-case basis, a Flower Garden at the side of a laundry room to be site specific.
- Any exceptions to these guidelines shall be brought to the Board, in writing, and will be reviewed on a case-by-case basis.
- 6. Shareholders may select plants of their choice from the list of approved plants (see list on page 5). Trees or other plants with root growth that are invasive and have the potential to damage the Mutual's structures, walls and walkways are prohibited. Vines are not permitted to climb on any structure or light poles. If a trellis is used, it must be freestanding

(Mar 23)

### **Physical Property - Resident Regulations**

### **AMEND**

### Flower Gardens, Vegetables, Trees, and Shrubs Use

and be kept 12" below the eaves. All planting must be trimmed back 6" from the building. Removal of any offending growth will be done by the Mutual at the shareholder's expense if shareholder does not maintain these standards. All grounded and potted plants shall be trimmed 12 inches below gutter line.

- 7. Watering, fertilization, and plant pest control within the Flower Gardens are the responsibility of the shareholder.
- 8. Flower Gardens are cultivated by the Mutual's gardening service UNLESS the shareholder wants to perform this task. If shareholders want to maintain their own garden(s), they must insert red flags in the Flower Garden. Inserting a red flag does not mean the Gardeners will not trim out of compliance growth; the red flag indicates the Shareholder will weed their own Flower Garden. Gardeners are instructed to remove weeds, including baby tears, wild mint, and plants of the spiderwort family, all of which can spread into the lawn or neighboring garden. Roses are trimmed in December/January by the Mutual's gardeners in all gardens except red-flagged gardens.
- 9.—Potted plants may not inhibit the 36" entry requirement, nor are they permitted on the entrance walk, on top of pad mount transformers, hung from or placed on pad mount enclosures (per Policy 7492), or on telephone vaults.. They are, however, allowed on porch walls.

10. Free-standing, aesthetically pleasing objects, as determined by the Landscape Committee, are permitted in the Flower Garden. The Board may require any objects be removed from the Flower Garden.

- 11. Sprinklers within the shareholder's Flower Garden must be installed by the Mutual's gardeners at the shareholder's expense. Maintenance of sprinklers within Flower Garden areas will be at the shareholder's expense.
- 12. Prohibited Uses of Flower Gardens Front and side gardens may not be used as storage areas. Items such as garden soil, empty pots, garden tools, potting tables, cabinets, scaffolding, shelving, bikes, kayaks and/or surf boards are prohibited in front and side flower gardens and may not block Unit windows. Patio Furniture is NOT allowed in the Flower Garden.
- 13. Overgrown Flower Gardens. If a Flower Garden is deemed to be an eyesore by the Landscape Committee and provides hiding places for spiders, rodents, and wildlife, the Shareholder will be asked, in writing, to clean it out. If the Shareholder does not clean out the "overgrown" Flower Garden and/or overabundance of potted plants or in-ground

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(Mar 23)

### **Physical Property - Resident Regulations**

### **AMEND**

### Flower Gardens, Vegetables, Trees, and Shrubs Use

plants, then the Mutual will do it. The Shareholder will not be reimbursed for any plants, pottery, containers, or non-authorized "items" in the flower bed. Plants must be cut back so as not to extend over the garden line, in all cases. Removal of any offending growth will be done by the Mutual at the Shareholder's expense.

- 14. Temporary Nursery containers are not allowed to be displayed; all plants in a pot will need to be in a decorative pot with a concrete paver under it. Pots that have saucers under it will not be allowed due to water attracting wildlife and mosquitoes. Potted plants are not to be displayed on Patio walls, only porch walls. Potted plants on patio walls must be a minimum four (4) feet from sidewalk. No more than 8 potted plants are allowed in the Flower Garden. No more than 8 additional potted plants are allowed on the patio and porch combined. Therefore, 24 total potted plants are allowed outside the shareholder's unit. Refer to the patio and porch definitions in policy 04-7415-01.
- 15. Trees within Flower Gardens. By definition, trees are woody, perennial plants that have one central stem, can grow to a considerable height, and normally have a distinct head. Shrubs are woody, perennial plants that have a number of stems usually produced from near the soil line of the plant. Due to the potential for damage to the buildings, walls and plumbing, no trees or shrubs with aggressive root systems are allowed in the Flower Garden. All trees or shrubs with aggressive root systems will be removed from Flower Gardens at shareholders' expense after written notification of fifteen-day removal cycle. However, if an existing tree or shrub poses no danger to Mutual property, an exemption for a tree or shrub planted in a flower garden may be approved by the board upon written request by the shareholder. No individual Mutual Director or Mutual Officer can approve an exemption on their own. Also, dwarf citrus trees may be planted in wooden boxes or decorative pots, placed on top of a concrete block that will not allow the tree to take root and located in the Flower Garden. All dwarf citrus trees, Shrubs, Plants and Flowers must be kept twelve (12) inches below the eves and at least six (6) inches from the building not extending past the Flower Garden boarder. Shareholders failing to adhere to these rules will be responsible for the cost of commercial pruning. Any exception to these rules must be approved by the board. These exemptions are null and void once the unit changes ownership, and the trees or shrubs in question will be removed and cost for removal will be billed to seller through escrow.

### **VEGETABLES IN FLOWER GARDEN**

 Small quantities of vegetables may be grown in Flower Gardens in a pot with a concrete block under the pot, but the Flower Garden cannot be planted entirely with vegetables.

(Mar 23)

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### **Physical Property - Resident Regulations**

### **AMEND**

### Flower Gardens, Vegetables, Trees, and Shrubs Use

All vegetables must be grown in a half-inch metal mesh rodent resistant enclosure minimum height of two feet. Ripe produce must be removed in a timely manner to deter rodents.

### **TURF AREAS**

- 1. Turf areas are all the grounds located outside of each apartment beyond the drip line and Flower Gardens. Turf areas are common area. These areas are owned by the Mutual and are the exclusive responsibility of the Mutual. Shareholders are not permitted to install, remove, or relocate plants or any other landscaping in the turf areas, including areas around light poles. Shareholders are not permitted to install, remove, relocate, or adjust sprinklers in turf areas. A director has the authority to have any plants, flowers, shrubs or trees removed from the turf areas that are not approved by the Mutual Board.
- Artificial turf will not be allowed in and around fresh turf areas. Any artificial turf already in place will become the sole responsibility of the shareholder to maintain and replace as needed. At the time of resale or transfer of the share of stock, the shareholder (seller) may be required to remove the artificial turf.
- 3. Tree issues will be addressed by the Landscape Committee. Under certain circumstances, trees that are removed may not be replaced. As a general policy, however, if a tree is removed it must be replaced somewhere within the mutual. If removal was requested by a shareholder and approved by the board, shareholder will pay for cost of removal, purchase and planting of a new tree. The tree becomes the property of the Mutual and will be maintained by the Mutual at the Mutual's expense.
- 4. If a shareholder wants a tree planted in an area where no tree was previously planted, approval must be obtained from the Board. The tree shall be planted by the Mutual landscaper and all costs of tree and planting shall be at the shareholder's expense. The tree becomes the property of the Mutual and will be maintained by the Mutual at the Mutual's expense.
- 5. The Mutual's "common areas" can be used for temporary reasons e.g. construction activity and moving with director approval.
- 6. Scallop borders, or bordering materials in other shapes, shall not be placed around the base of trees nor shall scallops be positioned in any way that obstructs turf maintenance, such as lawn mowing, leaf and weed removal, or vacuuming of cut grass. Shareholders may not place potted plants or decorative objects at the base of trees as this will restrict the volume of water said tree receives from the sprinklers.

(Mar 23)

### **Physical Property - Resident Regulations**

### **AMEND**

### Flower Gardens, Vegetables, Trees, and Shrubs Use

7. Water Restrictions: During drought conditions, landscape and garden watering by shareholders is allowed only on Tuesdays, Thursdays, and Saturdays from April 1 through September 30. From October 1 through March 31, when the temperature is cooler and there is more natural rainfall, watering is allowed on Tuesdays and Saturdays only. Shareholder hoses must be equipped with auto shut-off nozzles. Shareholders are NOT allowed to hose down hardscape areas such as patios, porches, sidewalks, streets, and concrete areas.

**PLANT GUIDELINES** 

The selection of plants allowed for the gardening areas is not limited to the plants listed here.

Bushes and shrubs that do well:

Heavenly bamboo, hibiscus, holly family, hydrangea, indian hawthorn, juniper shrubs, lily of the nile, mirror plant, star jasmine, and bottle palm tree.

Smaller flowering plants that do well:

Azalea, camellia, dahlia, daisy, fuchsia, gardenia, mums, and roses.

Perennial flowers that do well in our climate and soil (young plants need protection from rabbits):

geraniums, impatiens, marigolds, vincas, and wax begonias

Note: The plants listed above seem to be ignored (at this time) by rabbits, but that could change (Pansies and Lobelias are favorites of Rabbits).

Plants that, by their nature, cause problems and are not allowed:

 Asparagus Fern, baby tears, bird of paradise, all fruit trees except citrus, ficus trees, ivy, spiderwort family, wild mint, selected palm trees based upon location, and firestick\_plant also known as milk bush and pencil bush and officially known as euphorbia tirucolli.

All citrus trees must be of the dwarf variety and are allowed in the garden area in self-contained wooden boxes with a concrete block underneath. Any exception of the above must be approved by the Board. No individual mutual director or mutual officer can approve on their own.

(Mar 23)

04-7425-1

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## **SEAL BEACH MUTUAL NUMBER FOUR**

**Physical Property - Resident Regulations** 

**AMEND** 

## Flower Gardens, Vegetables, Trees, and Shrubs Use

No new bottle brush trees are allowed in Mutual Four. Existing trees are grandfathered in and will not be removed unless diseased or dead, as diagnosed by the Landscape Company and approved by the Landscape Committee.

Adopted: 22 Jan 12 Amended: 14 Dec 22 Amended: 14 Sept 22

Amended: 08 Mar 23 Amended: 23

**Keywords:** Mutual Four Flower Gardens Vegetables Trees Shrub Areas

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#### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO AMEND RESOLUTION PASSED ON 8/9/23 TO

CHANGE WHERE FUNDS ARE COMING FROM (UNFINISHED BUSINESS,

ITEM C)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

On August 9, 2023 the Mutual Four Board, "RESOLVED to approve the proposal from Service Maintenance for the repainting of all stops, yellow/red/green curb markings, and parking spaces T's and L's in the Mutual 4 Carport Parking Lots at a cost not to exceed \$13,200. Funds to come from Infrastructure Reserves and authorize the President to sign any necessary documentation.

I move to amend resolution dated 8/9/23, "RESOLVED to approve the proposal from Service Maintenance for the repainting of all stops, yellow/red/green curb markings, and parking spaces T's and L's in the Mutual 4 Carport Parking Lots at a cost not to exceed \$13,200. Funds to come from Infrastructure Reserves and authorize the President to sign any necessary documentation" by changing funds to come from Infrastructure Reserves to Operating Budget – Service Maintenance.

## **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE ON GETTING OUT OF THE APPLIANCE BUSINESS

(UNFINISHED BUSINESS, ITEM D)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

I move that the Mutual Four Board get out of the appliance business.

### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO AMEND 04-7496-1 ELECTRIC VEHICLE RULE.

(UNFINISHED BUSINESS, ITEM E)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

I move to propose a rule change by amending 04-7496-1 <u>Electrical Vehicle Charging Station Rules</u> 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 shareholder comments received.

## **Physical Property**

**AMEND** 

## **Electric Vehicle Charging Station Rules**

An "electric vehicle charging station" means a station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug-in electric vehicles.

Shareholders may install a charger through the Mutual 4 EV Infrastructure program, or they may install a private charger. All chargers will be installed in the carport area associated with that shareholder. Some rules apply to ALL chargers, and some are unique to a specific installation.

Mutual 4 may install an electric vehicle charging station in the common area for the use of all members of the association and, in that case, the association shall develop appropriate terms of use for the charging Station.

## 1. **GENERAL**:

1.1. An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use permits.

**1.2.** Mutual 4 Electric Vehicle Charger installations are allowed with board approval. All costs, usage charges and monthly fees are applicable.

**1.3.** The shareholder associated with any charging station shall, at all times, maintain a HO-6 Policy and a minimum of \$500,000 liability coverage policy prior to activation. That shareholder and each successor shareholder shall provide the association with the certificate of insurance annually thereafter.

 1.4. The Mutual may impose reasonable restrictions on EV charging stations provided those restrictions do not significantly increase the cost of the station or significantly decrease its efficiency or specified performance. <a href="NO CHARGERS">NO CHARGERS</a>
<a href="ARE TO BE SHARED OR RENTED TO OTHER INDIVIDUALS">NO CHARGERS</a>
are to be shared or rented to other individuals.

### 2. INFRASTRUCTURE PROGRAM:

 3 SCE Rebate Projects WITH 42 CHARGERS – 7-year minimum requirement from date of activation.

2.1. All shareholders who are part of the original Mutual 4 infrastructure 42 charger

## **Physical Property**

**AMEND** 

## **Electric Vehicle Charging Station Rules**

SCE program have paid their initial fees and have chargers installed in their carports. These chargers belong to the Mutual. Additional shareholders may join the Infrastructure Program at a later time for a fee of \$900.00. Chargers must be Ever Charge Level 2 chargers only. Installations must be performed by Doneen Electric and all costs associated with installations will be paid by shareholder. All requests will be forwarded to the Physical Property Department at least two weeks prior to a board meeting. THESE CHARGERS CANNOT BE REMOVED WITHOUT WRITTEN MUTUAL 4 BOARD APPROVAL.

### 3. PRIVATE INSTALLATION

- 3.1. If a shareholder desires a private charger, the shareholder must seek board approval, provide an HO-6 insurance policy with a minimum of \$500,000 liability coverage and adhere to all other factors as stated in Davis-Stirling. Also, the shareholder must use a UL listed, L2 outdoor charger that must be hardwired to its source and <a href="INSTALLED OR REMOVED BY A QUALIFIED ELECTRICAL CONTRACTOR THAT IS EVITP CERTIFIED">INSTALLED OR REMOVED BY A QUALIFIED ELECTRICAL CONTRACTOR THAT IS EVITP CERTIFIED</a>. All costs for installation and the charger will be paid by the shareholder.
- **3.2.** The following provisions apply:
  - 3.2.1. The owner first shall obtain approval from the Mutual to install the electric vehicle charging station and the association shall approve the installation if the owner agrees in writing to do all of the following.
    - **3.2.1.1.** Comply with the Mutual's architectural standards for the installation of the charging station.
    - **3.2.1.2.** Engage the approved licensed electrical contractor that is EVITP certified to install the charging station.
    - **3.2.1.3.** Within 14 days of approval, provide a certificate of insurance that names the Mutual as an additional insured under the owner's insurance policy in the amount set forth in paragraph (3).
    - **3.2.1.4.** Pay for both the costs associated with the installation of and the electricity usage associated with the charging station.
  - **3.2.2.** The owner and each successive owner of the charging station shall be responsible for all of the following:

## **Physical Property**

**AMEND** 

## **Electric Vehicle Charging Station Rules**

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- **3.2.2.1.** Costs for damage to the charging station, common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, upgrades, removal, or replacement of the charging station.
- **3.2.2.2.** Costs for the maintenance, repair, and replacement of the charging station until it has been removed and for the restoration of the common area after removal.
- **3.2.2.3.** The cost of electricity associated with the charging station.
- **3.2.2.4.** Disclosing to prospective buyers the existence of any charging station of the owner and the related responsibilities of the owner under this section.
- 3.3. The Mutual may grant exclusive use in carport stalls to members who run utility lines and install meters in the common areas for charging stations in a Shareholder's carport. The Mutual may enter into a license agreement with shareholders who install charging stations in their carports. Installing circuit breakers, conduit and wiring from the association's electrical panel to the parking space will be done by the shareholder at shareholder's expense. If the electrical panel cannot handle the extra load created to the charging station, and/or the panel will need to be upgraded, all costs associated with the upgrade must be requested and are at the requesting owner's expense.
- 3.4. Whenever a shareholder installs an EV charging station, an agreement signed by the shareholder will be recorded putting future shareholders of the unit on notice of their obligation to maintain the charging station and carry proper insurance, and from there forward to be responsible for all charges associated with the charging station.
- **3.5.** The owner who submitted the application to install the charging station shall provide the association with the corresponding certificate of insurance within 14 days of approval of the application.

## **Document History**

Adopted: 14 Sept 2022 Amended:

**Physical Property** 

**AMEND** 

## **Electric Vehicle Charging Station Rules**

Keywords: Mutual Four Electrical Vehicle Charging Station





### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE TO APPROVE MUTUAL 4 EV WELCOME LETTER.

(UNFINISHED BUSINESS, ITEM F)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

I move to approve the Mutual Four EV Welcome Letter for mailing to Mutual Four shareholders with EV stations.

## **Good News!**

## **Personal EV Chargers are Coming**



- 1. You will be contacted with an exact date when we get closer to installation. Once contacted with an installation date, you will need to remove your vehicle from the carport during installation.
- 2. As agreed, per **EV Policy #04-7496-1**, each shareholder who has signed up and paid for the use of a charger will be required to have, and to maintain, an HO6 personal liability insurance policy of \$500,000.
- 3. Once proof of your \$500,000 in HO6 insurance policy is provided to your director prior to activation, Mutual 4 will provide information and verify you are eligible to set up your account.
- 4. Once activated, and you start using the charger, you will be charged a monthly fee of \$15, plus electric power usage. This fee covers software, maintenance, upgrades, and the charger vendors insurance.
- 5. You will not be charged the monthly fee until and unless you activate the charger.
- 6. Per EV Policy #04-7496-1, chargers MAY NOT be shared or rented due to H06 insurance requirements and liability issues.
- 7. Once chargers are installed, please be careful to store charging cables safely and properly.
- 8. Chargers may not be removed for any reason. They are part of the building.

For questions, please contact your EV committee members Dan Conley or Patti Green.

### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** APPROVAL OF MONTHLY FINANCES (NEW BUSINESS, ITEM A)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

I move to acknowledge, per the requirements of the Civil Code Section 5500(a)-(f), a review of the 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 July and August 2023.

## **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE ON REMOVING MUTUAL DOCUMENTS FROM

MUTUAL 04 LWSB WEBSITE. (NEW BUSINESS, ITEM B)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

## **Currently have under website:**

Meeting Documents: Agendas, Minutes, Summary Reports

Mutual Governing Documents: Rules, Procedures, Bylaws, Management Agreement,

Occupancy Agreement

Mutual Finances: Budgets

Miscellaneous: Board of Director's Roster

I move to have,,,
,, removed from the
public LWSB Mutual Four Website and posted only to CINC for Mutual 04 resident viewing
only.

### **MEMO**

TO: MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE ON MOVING TREE FROM 41F TO A NEW LOCATION.

(NEW BUSINESS, ITEM C)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

I move to have tree from Unit 04-041F moved to a new location. Location to be determined by the Mutual Four Landscape Committee and President. Work to be done by Mutual Four approved landscaping contractor at shareholder's expense.

### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE TO APPROVE THE USE OF TEMPORARY

PARKING PERMITS. (NEW BUSINESS, ITEM D)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

I move to approve the use of temporary parking permits in Mutual Four.

### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

**SUBJECT:** DISCUSS AND VOTE TO SEND COYOTE INFORMATION TO GRF

ADMINISTRATION -SECURITY FROM SBPD. (NEW BUSINESS, ITEM E)

**DATE:** SEPTEMBER 13, 2023

CC: FILE

I move to send coyote informational flyers to GRF-Administration – Security from Seal

Beach Police Department.

Coyote mitigation:

Are Coyotes protected?

Under California's list of fully protected animals, under the mammal section, coyotes are NOT listed.

Under California Mammal hunting regulations, coyotes are considered nongame animals and can be trapped or killed, under California hunting regulations, at any time without limit, without requiring a hunting license.

Liability for Coyote attacks.

It is generally considered that there is no liability for wildlife attacks only in the animal's natural environment, IE; a nature preserve, State or National Park, etc. When an attack occurs in non-natural environments such as neighborhoods or cities, the possibility of lawsuit may apply if the management of the area is shown to be negligent in mitigating a regular ingress of predators into said non-natural environment.

Mother of 2-Year-Old Bitten by Coyote in April Sues Huntington Beach – NBC Los Angeles

Law Suit: Company Was Negligent and Liable for Coyote Attack (tomremington.com)

## 2023-2024 MAMMAL HUNTING

## WILD PIG HUNTING

## Wild Pig (T14 CCR §368)

Wild pigs may be taken only as follows:

#### (a) General Season

Open all year.

## (b) Bag and Possession Limit

There is no daily bag or possession limit for wild pigs.

## **NONGAME ANIMALS**

## General Provisions (T14 CCR §472)

Except as otherwise provided in Sections 478, 485, and subsections (a) through (d) below, nongame birds and mammals may not be taken.

- (a) The following nongame birds and mammals may be taken at any time of the year and in any number except as prohibited in Chapter 6: English sparrow, starling, domestic pigeon (Columba livia) except as prohibited in Fish and Game Code section 3680, coyote, weasels, skunks, opossum, moles and rodents (excluding tree and flying squirrels, and those listed as furbearers, endangered or threatened species).
- (b) Fallow, sambar, sika, and axis deer, of either sex, may be taken concurrently with the general deer season and on properties where an authorized deer, elk, or pronghorn antelope season is open. There is no bag or possession limit for deer taken pursuant to this subsection.
- (1) It shall be unlawful to take any deer pursuant to this subsection without a valid hunting license in possession, but no tag, stamp, or additional endorsement of any kind is required.
- (2) It shall be unlawful to detach or remove only the head, hide, or antlers of any deer taken pursuant to this subsection, or to leave through carelessness or neglect any portion of the flesh normally eaten by humans to go to waste.
- (c) Aoudad, mouflon, tahr, and feral goats may be taken all year.(d) American crows (Corvus brachyrhynchos)
- (1) May be taken only under the provisions of Section 485 and by landowners or tenants, or by persons authorized in writing by such landowners or tenants, when American crows are committing or about to commit depredations upon ornamental or shade trees, agricultural crops, livestock, or wildlife, or when concentrated in such numbers and manner as to constitute a health hazard or other nuisance. Persons authorized by landowners or tenants to take American crows shall keep such written authorization in their possession when taking, transporting or possessing American crows. American crows may be taken only on the lands where depredations are occurring or where they constitute a health hazard or nuisance. If required by Federal regulations, landowners or tenants shall obtain a Federal migratory bird depredation permit before taking any American crows or authorizing any other person to take them.
- (2) American crows may be taken under the provisions of this subsection only by firearm, bow and arrow, falconry or by toxicants by the Department of Food and Agriculture for the

specific purpose of taking depredating crows. Toxicants can be used for taking crows only under the supervision of employees or officers of the Department of Food and Agriculture or federal or county pest control officers or employees acting in their official capacities and possessing a qualified applicator certificate issued pursuant to sections 14151-14155 of the Food and Agriculture Code. Such toxicants must be applied according to their label requirements developed pursuant to sections 6151-6301, Title 3, California Code of Regulations.

(e) Pursuant to Fish and Game Code Section 2003, it is unlawful to offer any prize or other inducement as a reward for the taking of nongame mammals in an individual contest, tournament, or derby.

## Possession of Nongame Animals (T14 CCR §473)

- (a) Any nongame bird or mammal that has been legally taken pursuant to this chapter may be possessed.
- (b) It is unlawful to possess live nutria (Myocastor coypus), and the Department shall not issue any permit authorizing possession of any live nutria.

## **Hours for Taking** (T14 CCR §474)

Nongame mammals may be taken at any time except as provided in this section.

## (a) Area Closed to Night Hunting

Nongame mammals may be taken only between one-half hour before sunrise and one-half hour after sunset in the following described area: Beginning at a point where Little Panoche Road crosses Interstate 5 near Mendota; south on Interstate 5 to Highway 198; east on Highway 198 to Highway 99; south on Highway 99 to Interstate 5; south on Interstate 5 to the Los Padres National Forest boundary in Section 8, T 9 N, R 19 W, S.B.B.M near Fort Tejon Historical Monument; west along the National Forest boundary to Cerro Noroeste Road; northwest on Cerro Noroeste Road to Highway 33-166; north on Highway 33-166 to the Soda Lake Road; northwest on the Soda Lake Road and on the Simmler Soda Lake San Diego Creek Road to Highway 58 at Simmler; west on Highway 58 to the Cammotti Shandon Road: north on the Cammotti Shandon Road to the Shandon San Juan Road: north on the Shandon San Juan Road to Highway 41; northeast on Highway 41 to the Cholame Valley Road; northwest on Cholame Valley Road and Cholame Road to the Parkfield Coalinga Road in Parkfield; north on Parkfield Coalinga Road and Parkfield Grade to Highway

## **Fully Protected Animals**

## On this page

- Introduction
- Fish
- Amphibians
- Reptiles
- Birds
- Mammals

The classification of Fully Protected was the State's initial effort in the 1960's to identify and provide additional protection to those animals that were rare or faced possible extinction. Lists were created for fish, amphibians, reptiles, birds and mammals. Please note that most fully protected species have also been listed as threatened or endangered species under the more recent California Endangered Species Act.

Fully Protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research, relocation of the bird species for the protection of livestock, or if they are a covered species whose conservation and management is provided for in a Natural Community Conservation Plan (NCCP).

The following common and scientific names are those given in the Fish and Game Code Sections 3511, 4700, 5050 and 5515. However, some of these names are no longer consistent with current scientific nomenclature.

## **Fishes**

**Common Name** 

**Scientific Name** 

Colorado pikeminnow (formerly Colorado River squawfish)

Ptychocheilus lucius

Common Name	Scientific Name
Mohave tui chub (formerly Mohave chub)	Siphateles bicolor mohavenisis (formerly Gila mohavensis)
Lost River sucker	Deltistes luxatus and Catostomus luxatus
Modoc sucker	Catostomus microps
shortnose sucker	Chasmistes brevirostris
razorback sucker (formerly humpback sucker)	Xyrauchen texanus
Owens pupfish (formerly owens river pupfish)	Cyprinodon radiosus
unarmored threespine stickleback	Gasterosteus aculeatus williamsoni
rough sculpin	Cottus asperrimus

## **Amphibians**

Common Name	Scientific Name
Santa Cruz long-toed salamander	Ambystoma macrodactylum croceum
limestone salamander	Hydromantes brunus
black toad	Bufo boreas exsul

## Reptiles

Common Name	Scientific Name
blunt-nosed leopard lizard	Gambelia sila
San Francisco garter snake	Thamnophis sirtalis tetrataenia

## **Birds**

Common Name	Scientific Name
California black rail	Laterallus jamaicensis coturniculus
California clapper rail	Rallus longirostris obsoletus
California condor	Gymnogyps califonianus
California least tern	Sterna albifrons browni
golden eagle	Aquila chrysaetos
greater sandhill crane	Grus candadensis tabida
light-footed clapper rail	Rallus longirostris levipes
southern bald eagle	Haliaeetus leucocephalus leucocephalus
trumpeter swan	Cygnus buccinator
white-tailed kite	Elanus leucurus
Yuma clapper rail	Rallus longirostris yumanensis

## **Mammals**

Common Name	Scientific Name
Morro Bay kangaroo rat	Dipodomys heermanni morroensis
bighorn sheep	Ovis canadensis - except Nelson bighorn sheep (ssp. Ovis canadensis nelsoni) in the area described in subdivision (b) of Section 4902 (Fish and Game Code)
northern elephant seal	Mirounga angustirostris
Guadalupe fur seal	Arctocephalus townsendi

Common Name Scientific Name

ringtail Genus Bassariscus

Pacific right whale Eubalanea sieboldi

salt-marsh harvest mouse Reithrodontomys raviventris

southern sea otter Enhydra lutris nereis

wolverine *Gulo luscus* 

## **Shareholder Regulations**

## **Feeding Wildlife**

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> 41 42 (Dec 2021)

- 1. This rule is intended to set certain limitations on interactions between non-domesticated animals indigenous to this community and the members and residents living in close proximity. For purposes of this policy, non-domesticated wildlife is described as all members of the wild bird family, including but not limited to, hawks, owls, pigeons, doves, crows (Crows carry the West Nile virus.), and black birds, as well as other wildlife such as rabbits, opossums, raccoons, squirrels, rats, coyotes, and feral cats.
- 2. Handouts of food rarely meet the nutritional needs of wildlife and may cause those animals to gather and remain in small areas around the source of food. This human-towildlife interaction invites larger more aggressive predators, such as covotes, to come to the area looking for food. Wild animals being fed by human interaction lose their fear of people which leaves the human at risk of being bitten and suffering substantial injury.
- Additionally, many beloved family pets have been the unintended victims of feeding 3. wildlife when taken by larger predators being drawn to unnatural food sources. These situations may also result in an encouraged rodent population, as well as insect infestation.
- 4. Therefore, the following must be adhered to in compliance with this Mutual policy in concert with California Code 251.1, Harassment of Animals, to wit:
  - 4.1. "Except as otherwise authorized in the Fish and Game Code, no person shall harass, herd or drive any game or non-game bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding, or sheltering".
- 5. Further, in compliance with California Code 251.1, Harassment of Animals, the following limitations on wildlife and member interactions are established:
  - 5.1. Do not feed any non-domesticated wildlife on Mutual property.
  - 5.2. Pet food and standing water sources are prohibited on patios, in carport areas, and in gardens.
  - 5.3. Domesticated pets to include caged birds, may not be kept on patios
  - 5.4. Domesticated pets to include caged birds, may be kept on patios.
  - 5.5. trash and garbage, whether contained or not, may not be left outside of the unit at any time.
  - 5.6. Bird feeders with bird seed of any type are not allowed at the unit or anywhere on Mutual property including hanging from trees or other support devices.
  - 5.7. Mutuals Four allow bird feeders:
    - A hummingbird-type feeder with liquid food is permitted at a unit but 5.7.1.

### **Shareholder Regulations**

## **Feeding Wildlife**

not on common area Mutual property including hanging from trees or other support devices.

5.8. Pet food and water sources are prohibited on open patios and in carport areas. Pet food and water sources are prohibited on open patios and in carport areas unless the shareholder/resident is present.

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Source Guides: California Code 251.1, Harassment of Animals ASPCA – Eight Reasons to Not Feed Wildlife

City of Seal Beach Ordinance (1057 #1), Feeding Wild Birds California Department of Fish and Game – Keep Me Wild Orange County Vector Control District – Bird Feeders & Rats

National Wildlife Health Center

USGS Fact Sheet – Coping with Diseases at Bird Feeders

El Dorado Nature Center

Mutual Occupancy Agreement, Article (5)

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## **Document History**

Adopted: 13 May 2015

**Keywords:** Mutual Four Feeding Wildlife

61 62 63

(Dec 2021)

## **Mutual Operations – Resident Regulations**

### **Apartment Subletting Rentals**

In Article 7 of the Occupancy Agreement currently being used, all Members have agreed not to sublet his/her dwelling unit, and not to assign the Occupancy Agreement, without the written consent of Seal Beach Mutual No. Four.

Under Assembly Bill 3182, codified as California Civil Code §4741 and effective January 1, 2021, unreasonable restrictions concerning the rental or leasing of a Member's subletting of his/her dwelling unit to another will be prohibited.

The Board of Directors of Seal Beach Mutual No. Four generally forbids a Member to sublet his or her own dwelling unit, because our governing documents require that our Mutual serve as residential accommodations for seniors 55 years of age or older, meeting certain financial requirements. However, as long as Civil Code §4741 is effective and has not been overturned by the Courts or withdrawn or modified by the State Legislature, our Mutual will hereby place a sublease rental cap of twenty five percent (25%) of the dwelling units at our Mutual. Should this maximum sublease rental cap ever be met, Members wishing to sublet will be placed on a waiting list, with priority dependent on the date of any such request in writing.

Our Mutual prohibits transient or short-term rentals of a dwelling unit for a period of 30 days or less, and reiterates that our dwelling units are to be used for residential purposes and not for Airbnb short-term rentals or the like, as set forth in Article 5 of the Occupancy Agreement.

Any Member must deliver a copy of any proposed sublease to the Mutual before the same is executed, and, such sublease must be in a form acceptable to the Mutual.

The aforementioned sublease must require in writing that the sublessee will abide by the terms of the applicable Member's Occupancy Agreement, and, shall give to our Mutual an irrevocable power to dispossess or otherwise act for the Member in case of default under the sublease.

The Member shall continue to be liable for all obligations under the Occupancy Agreement notwithstanding the fact that a Member may have sublet the dwelling unit with the approval of the Mutual, and shall be responsible to the Mutual for the conduct and/or misconduct of Member's sublessee, as set forth in Article 7 of the Occupancy Agreement.

(Dec 20)

## **Mutual Operations – Resident Regulations**

Any and all costs and/or expenses from the Golden Rain Foundation presented to the Member and/or Mutual arising out of, or pertaining to, the aforementioned sublease, may and will be passed on to the applicable Member for direct payment/or reimbursement.

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Should a Member enter into an approved sublease concerning the Occupancy Agreement, then, all rights and amenities of such Member (including but not limited to the use of recreational facilities, gate access and parking) shall, and will, be assigned to such sublessee as an entire and complete assignment of such benefits to the sublessee (so that the premises are not subject to duplicate and redundant use by both the Member and the Sublessee).

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All sublessees must qualify for residential status, upon the same terms and conditions of age and income as the applicable Member, and the sublessee must meet the eligibility requirements of membership as set forth in Article III of the Mutual's By-Laws.

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If accepted, the sublessee must attend an orientation session, in order to become familiar with the premises, terms of the Occupancy Agreement and the Mutual's policies and practices.

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The processing time necessary to comply with the above regulations would normally approach ninety (90) days, however, the Mutual is prepared to approve emergency subletting not exceeding ninety (90) days when the Member applies for permission to rent his/her apartment under urgent circumstances, as determined by the Board of Directors in its sole discretion.

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All Members requesting permission to enter into a sublease agreement must complete the standard form (7561) in order to request such permission from the Board of Directors.

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This policy and the rules and regulations incorporated herein shall be effective and in force on January 1, 2021

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**Document History** Adopted: 09 Dec 20

**Keywords:** Mutual

Resident

Rentals

Apartment

Mutual Adoption

Four

Regulations

Subletting

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(Dec 20)

## **SHAREHOLDER REGULATIONS**

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1	Standard Apartment Rental Form (See Rule 04-7560-1 Apartment Subletting Rentals for
2	Applicability)
3	
4	DATE:
5	
6	TO: BOARD OF DIRECTORS, SEAL BEACH MUTUAL NO
7	Demoissing of the Deard is required to resultable anothered #
8	Permission of the Board is requested to rent/sublet apartment # at
9 10	, Seal Beach, California, for the period20, through
11	20, to, whose permanent address is
12	permanent address is
13 14 15	I/we understand and agree that such permission will be for the period and tenant named above only, and is not subject to transfer to any other time or tenant. Further, it is understood that:
16 17 18 19	a) The tenant will conform to all rules and regulations as set forth in the Occupancy Agreement, the bylaws and the Articles of Incorporation, together with any Rules and Regulations promulgated by the Board of Directors of this Corporation, including prohibition of quadruped pets.
20 21 22	b) Upon expiration of the time stated above, or in case of any breach of this agreement and notice is given by the Board, the tenant will immediately remove from the premises, leaving the same in good condition and repair.
23 24	c) I/We remain liable for all obligations hereunder and responsible to the Board for the conduct of the tenant.
25 26 27	MEMBER TENANT
28	MEMBER TENANT
29 30 31	APPROVED: SEAL BEACH MUTUAL NO
32 33	ByDate

### **MEMO**

**TO:** MUTUAL BOARD OF DIRECTORS

FROM: MUTUAL ADMINISTRATION

SUBJECT: DISCUSS AND VOTE TO NOMINATE AND APPOINT A NEW MUTUAL 4

DIRECTOR (NEW BUSINESS, ITEM J)

**DATE:** SEPTEMBER 13, 2023

CC: MUTUAL FILE

I move nominate and appoint \_\_\_\_\_\_ as Director to the Mutual Four

Board of Directors for the remaining 2023-2024 term.