

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board

Agenda Package

November 10, 2015

BOARD OF DIRECTORS

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AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, November 10, 2015

7:00 p.m.

This agenda contains a brief description of each item to be considered. Except as provided by law; no action shall be taken on any item not appearing in the agenda. To speak on an item, complete a Speaker Request Form(s) identifying the item(s) and topic and deposit it in the speaker request box. To speak on a matter not appearing in the agenda, but under the jurisdiction of the Board of Directors, you may do so during Public Comments at the beginning of the meeting. Speaker request forms must be deposited prior to the beginning of Public Comments. When addressing the Board, it is requested that you state your name for the record. Address the Board as a whole through the President. Comments to individual Directors or staff are not permitted. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting. Supporting documentation is available for review in the Rush Park main office, 3001 Blume Drive, Rossmoor, 90720—9:00 am - 5:00 pm, Monday-Friday. The Agenda is available online at: <http://www.rossmoor-csd.org>. Meetings are broadcast live on LATV-3 and may also be viewed on Vimeo.com or on our website at <http://www.rossmoor-csd.org>.

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Burgess, Casey, DeMarco, Maynard
President Kahlert
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - a. O.C. Sheriff Lt. Gunzel re: Quarterly Crime Statistics.

B. ADDITIONS TO AGENDA – None

In accordance with Section 54954 of the Government Code (Brown Act), action may be taken on items not on the agenda, which was distributed, if:

A majority of the Board determines by formal vote that an emergency exists per Section 54956.5 (for example, work stoppage or crippling disaster which severely impairs public health and/or safety); or

Two-thirds (2/3) of the Board formally votes or, if less than 2/3 of members are present, all of the Board members present vote, that there is a need to take immediate action, which arose after the agenda was posted.

C. PUBLIC FORUM

Any person may address the Board of Directors at this time upon any subject within the jurisdiction of the Rossmoor Community Services District; however, any matter that requires action may be referred to Staff at the discretion of the Board for a report and action at a subsequent Board meeting.

D. REPORTS TO THE BOARD:

1. DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE ROSSMOOR WINTER FESTIVAL.
2. DISCUSSION AND POSSIBLE ACTION RE: RETIREMENT OF THE ROSSMOOR WALL BONDS.

E. CONSENT CALENDAR

1. MINUTES.
 - a. Regular Board Meeting of October 13, 2015.
 - b. Special Board Meeting of October 26, 2015.
2. SEPTEMBER REVENUE AND EXPENDITURE REPORT.
3. QUARTERLY STATUS REPORT.
4. QUARTERLY RECREATION REPORT.
5. QUARTERLY TREE REPORT.
6. LONG TERM/NON PROFIT USER PERMIT RENEWALS FOR USE OF DISTRICT PROPERTY.

Consent items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time. If any Board member requests that an item be removed from the Consent Calendar, it shall be removed by the President so that it may be acted upon separately.

F. PUBLIC HEARING-None.

G. RESOLUTIONS

1. RESOLUTION NO. 15-11-10-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER & WINE) AT THE ROSSMOOR WINTER FESTIVAL
2. RESOLUTION NO. 15-11-10-01 I-405 SUPPORTING THE LITIGATION FILED BY THE CITIES OF SEAL BEACH AND LONG BEACH AND URGING THE ORANGE COUNTY TRANSPORTATION AUTHORITY TO CONDUCT AN ADEQUATE ENVIRONMENTAL REVIEW.

ORDINANCES-None

H. REGULAR CALENDAR

1. LANDSCAPE SERVICES AGREEMENT WITH VALLEYCREST LANDSCAPE MAINTENANCE, INC.
2. AMERICAN CANCER SOCIETY EVENT APPROVAL.

I. GENERAL MANAGER ITEMS

This part of the Agenda is reserved for the General Manager to provide information to the Board on issues that are not on the Agenda, and/or to inform the Board that specific items may be placed on a future Agenda. No Board action may be taken on these items that are not on the Agenda.

J. BOARD MEMBER ITEMS

This part of the Agenda is reserved for individual Board members briefly to make general comments, announcements, reports of his or own activities, and requests of staff, including that specific items be placed on a future Agenda. The Board may not discuss or take action on items not on the Agenda.

K. CLOSED SESSION-None

ADJOURNMENT

It is the intention of the Rossmoor Community Services District to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner.

Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.


Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors.

Any such writing will be available for public inspection at the District offices located at [3001 Blume Drive, Rossmoor, CA 90720](#). In addition, any such writing may also be posted on the District's web site at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the November 10, 2015, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:


JAMES D. RUTH
General Manager

Date November 4, 2015

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF NOVEMBER 10, 2015

RECOMMENDATION:

Receive presentations.

BACKGROUND:

The report reflects the order of presentations for your Regular November Meeting of the Board.

- a. O.C. Sheriff Lt. Rob Gunzel re: Quarterly Crime Statistics.

ATTACHMENTS

1. FY 2015-2016 First Quarter Crime Statistics.



Orange County Sheriff's Department

Rossmoor 3rd Quarterly Report July—August—September 2015

2014 Crime Data

Offense	Jan'14	Feb'14	Mar'14	Apr '14	May'14	Jun'14	Jul'14	Aug'14	Sep'14	Oct'14	Nov'14	Dec'14	Total 2014
187	0	0	0	0	0	0	1*	1	0	0	0	0	2
211	0	0	1	0	0	0	0	0	0	0	0	0	1
245	0	0	0	0	0	0	0	0	0	0	0	0	0
459C	0	0	0	0	0	0	0	0	0	0	0	0	0
459R	3*	2	2	2	7	4	6*	1	0	0	0	3	30*
459V	0	0	0	1	0	0	1	0	0	1	2	3	8
487	0	1	0	0	1	0	0	0	0	2	0	2	6
488	3	0	1	1	1	1	0	3	2	2	3	1	18
594	0	0	1	0	1	2	1	0	1	0	3	1	10
594G	0	0	1	0	0	0	0	1	0	0	0	0	2
10851	2	0	0	3	0	1	0	0	0	0	2	2	10
Total	8	3	6	7	10	8	9	6	3	5	10	12	87

2015 Crime Data

Offense	Jan'15	Feb'15	Mar'15	Apr '15	May'15	Jun'15	Jul'15	Aug'15	Sep'15	Oct'15	Nov'15	Dec'15	Total 2015
187	0	0	0	0	0	0	0	0	0				0
211	0	0	0	0	0	0	0	0	0				0
245	0	0	0	0	0	0	0	0	0				0
459C	0	1	0	0	0	0	0	0	0				1
459R	0	3	1	5	3	1	1	3	5				22
459V	2	0	4	0	2	1	0	0	0				9
487	6	1	0	0	0	1	3	2	2				15
488	4	1	0	2	3	1	1	1	1				13
594	1	0	0	3	1	1	2	1	0				10
594G	0	1	2	0	0	0	0	0	0				3
10851	0	0	0	2	2	0	0	0	2				6
Total	13	6	7	11	10	5	7	7	10				66

Penal Code Legend

211 = Robbery 459 = Burglary 245 = Assault w/ deadly weapon 487 = Grand Theft
 488 = Petty Theft 594 = Vandalism VC 10851 = Stolen Vehicle

Note: PC 459 includes burglaries from a residence, vehicles, or commercial buildings.

*Includes Attempts

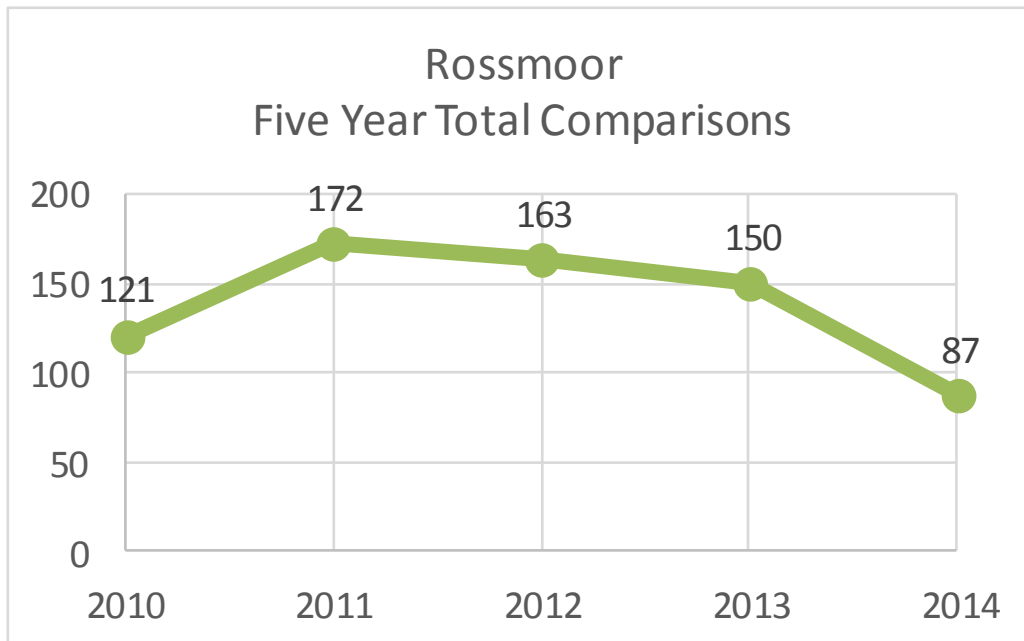


Orange County Sheriff's Department

Rossmoor 3rd Quarterly Report July—August—September 2015

Offense	2011	2012	2013	2014	2015
187	0	1*	0	2	0
211	3*	1	7	1	0
245	1	1	7	0	0
459C	2	2	5	0	1
459R	33	44*	16*	30*	12
459V	27	16*	8	8	9
487	22	22	8	6	8
488	50	37	36	18	10
594	26	25	22	10	6
594G	0	4	6	2	3
10851	6	6	35*	10	3
Total	172*	163*	150*	87	52

* includes attempts



Crime decreased 42% in 2014 compared to 2013



Orange County Sheriff's Department

Rossmoor 3rd Quarterly Report July—August—September 2015

Monthly Summary of Crimes

July 2015

- There was one residential burglaries (PC 459R) on the 3000 block of Druid Lane, suspect entered through **open garage and unlocked vehicle**, loss was a wallet with credit cards.
- There were three grand thefts (PC 487):
 - 11000 block of Kensington Road, a tailgate was removed from a truck.
 - 11000 block of Hedwig, a tailgate was removed from a truck
 - 2000 block of Tucker Lane, jewelry and electronics were taken from a home, victims/suspects are family.
- There was one petty theft (PC 488) on the 11000 block of Kensington Road, a wallet and it's contents were taken from an **unlocked vehicle**.
- There were two acts of vandalism (PC 594):
 - 3000 block of Blume Drive, a flag pole cable was cut.
 - 2000 block of Walker Lee Drive, a motorcycle was scratched.

August 2015

- There were three residential burglaries (PC 459R):
 - 12000 block of Wembley Road, jewelry and watches were taken from a residence, unknown method of entry.
 - 11000 block of Wallingsford Road, large household items were removed—stove, wine fridge, mirrors and chairs. Forced entry.
 - 2000 block of Walker Lee Drive, forced entry through front door, removed jewelry, a phone and a purse.
- There were two grand thefts (PC 487):
 - 11000 block of Montecito Road, a tailgate was removed from a residential driveway.
 - 11000 block of Baskerville Road, suspect removed the third row seats from a vehicle. Suspect entered through an **unlocked hatch**.
- There was one petty theft (PC 488) on the 3000 block of Walker Lee Drive, home was under construction, loss of construction tools/materials.
- There was one act of vandalism (PC 594) suspect detached wooden boards from the side gate.



Orange County Sheriff's Department

Rossmoor 3rd Quarterly Report July—August—September 2015

Monthly Summary of Crimes

September 2015

- There were five residential burglaries (PC 459R):
 - ◇ 3000 block of Brimhall Road, method of entry pried Kitchen door (ATTEMPT only). There was no loss.
 - ◇ 3200 block of Yellowtail Drive; method was unlocked kitchen sliding door, loss was large appliances. **VACANT HOME**
 - ◇ 12500 block of Martha Ann Drive, loss was a refrigerator **VACANT HOME**
 - ◇ 2800 block of Tiger Tail Drive, gained access through rear door which has a dog door, loss was a refrigerator. **VACANT HOME**
 - ◇ 12600 block of Oak Way Drive, gained access through exterior Kitchen door by cutting window screen on door. Loss was a backpack, laptop, jewelry.

- There were two grand thefts (PC 487):
 - ◇ 3200 block of Rowena Drive; catalytic converters were removed from underneath a vehicle parked on the residential street.
 - ◇ 2600 block of Walker Lee Drive, an iPod and Rolex watch were taken from a vehicle parked on a residential driveway. No signs of force entry to the vehicle & victim does not recall if the vehicle was locked.

- There were two petty thefts (PC 488)
 - ◇ 12500 block of Foster Road; an unattended lawn mower was taken from the curb.
 - ◇ 12400 block of Montecito Road; attempted vehicle burglary unknown on the loss.

- There was one stolen vehicles (VC 10851)
 - ◇ 2900 block Coleridge Drive; vehicle taken but later found unoccupied in Los Alamitos.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE ROSSMOOR WINTER FESTIVAL.

RECOMMENDATION

Approve or disapprove the dispensing of alcohol (beer and wine) at the Rossmoor Winter Festival.

BACKGROUND:

At your special meeting of October 26, 2015, the Board approved the Rossmoor Winter Festival and associated activities, one of which was a beer and wine garden to be organized and sponsored by the Seal Beach Lions Club, a local non-profit group.

Attached is relevant information provided by the Seal Beach Lions Club regarding guidelines and security measures at the event. Should the Board approve moving ahead with the request, Agenda Item G-1 is a resolution required for dispensing of alcohol on District property.

The attachments below, will also be submitted to the ABC if the event is approved for alcohol. The approval of the O.C. Sheriff is also required, but will not be reviewed without prior property (*District*) approval.

ATTACHMENTS:

1. District Procedures for Events Requesting the Dispensing or Consumption of Alcohol (Beer and Wine Only)
2. Beer and Wine Garden Information Provided by the Seal Beach Lions Club
3. Agenda Item G-1 and Resolution No. 15-11-10-01 (for consideration and approval further along in this agenda).

Alcohol Beverage Control (ABC) License Information

NON-PROFIT REQUESTS

Please read carefully prior to any ABC license request. If the group is unable to receive one of these items, the license will not be issued.

- The requesting group is solely responsible for receiving approval from the ABC District office located in Santa Ana. The District is not responsible for assisting applicant with forms. The following steps must be taken with the ABC prior to District issuance of a one day special license and **must be submitted to the ABC at least 30 days prior to scheduled event:**
 1. **ABC FORM 221**—Form 221 must be completed and can be found at <http://www.abc.ca.gov/forms/PDFSp.html>
 2. **PROOF OF NON-PROFIT STATUS**—Requesting group must show proof of non-profit status w/ a 501c() letter. Any type of non-profit will be accepted as long as the 501c() accompanies the application.
 3. **FEES**—Requestor must include check or money order with the request. The fees range from \$25 to \$100 and are outlined on the application.
 4. **SHERIFF APPROVAL**—Each request must also have Sheriff approval. There is a required PD signature on the application. The Sheriffs' ABC Detective will need to sign this.
 5. **PROPERTY OWNER APPROVAL**—A letter from the District (property owner) must also accompany the application.
 6. **PARK DIAGRAM**—Map of location where alcohol is to be served including
 - a. Fencing around alcohol consumption area
 - b. How alcohol consumption is going to be controlled
 - c. Ticket sales
 - d. Include as much information here as possible in order to ease the permitting process

Depending on the scope provided, ABC may require additional information or requirements from the requesting group prior to issuance of an alcohol license.

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

6010.50 District Indemnification: Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility **must** sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

Groups requesting multiple dates of use and any applicants requesting to serve alcohol at Montecito Center must then provide a Certificate of Insurance naming the District as additional insured regardless of the size of the group. Applications will not be approved without the required Certificate of Insurance and Hold Harmless Agreement first being provided to the District. The term group as used in this policy includes all attendees whether they are participants, fans, observers, guests, or invitees of any nature whatsoever.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
INDEMNIFICATION FOR USE OF FACILITIES & PROPERTY**

I hereby certify that I am authorized to issue contracts on my own behalf or that of the organization listed which I represent. I further certify that I have read the rules, regulations, conditions and terms of the Rossmoor Community Service District's ("District") application for a User Permit. In consideration for my or my organization's use of the facilities and/or property owned or operated by the District as listed, I hereby agree on behalf of myself and my organization, if any, as follows:

1. That I and my organization will abide by all rules and regulations of the District and all other directives of the District.
2. That I and my organization will indemnify and hold harmless the District, its officers, agents, representatives and/or liability, including legal costs and attorneys' fees, that may result from any death or injury to persons or damage to property that may result from my or my organization's use of the facilities and/or property, whether such death or injury or damage to property is caused by the passive or active negligent act or omission of the District except that this indemnification shall not apply to any loss rising solely from the intentional or willful misconduct of the District.
3. That neither myself nor any one of my organization shall make any claim against the District, its officers, agents, representatives and/or employees for any injury or liability which I have indemnified the District.
4. That I personally and on behalf of my organization will conduct a reasonable safety inspection of the District facilities and/or property and all grounds, structures or buildings used by me and/or my organization immediately prior to use of the facilities and/or property, and will bring any conditions creating any hazard to the attention of appropriate District representatives.

User Permit# 2002811

Signature

Date

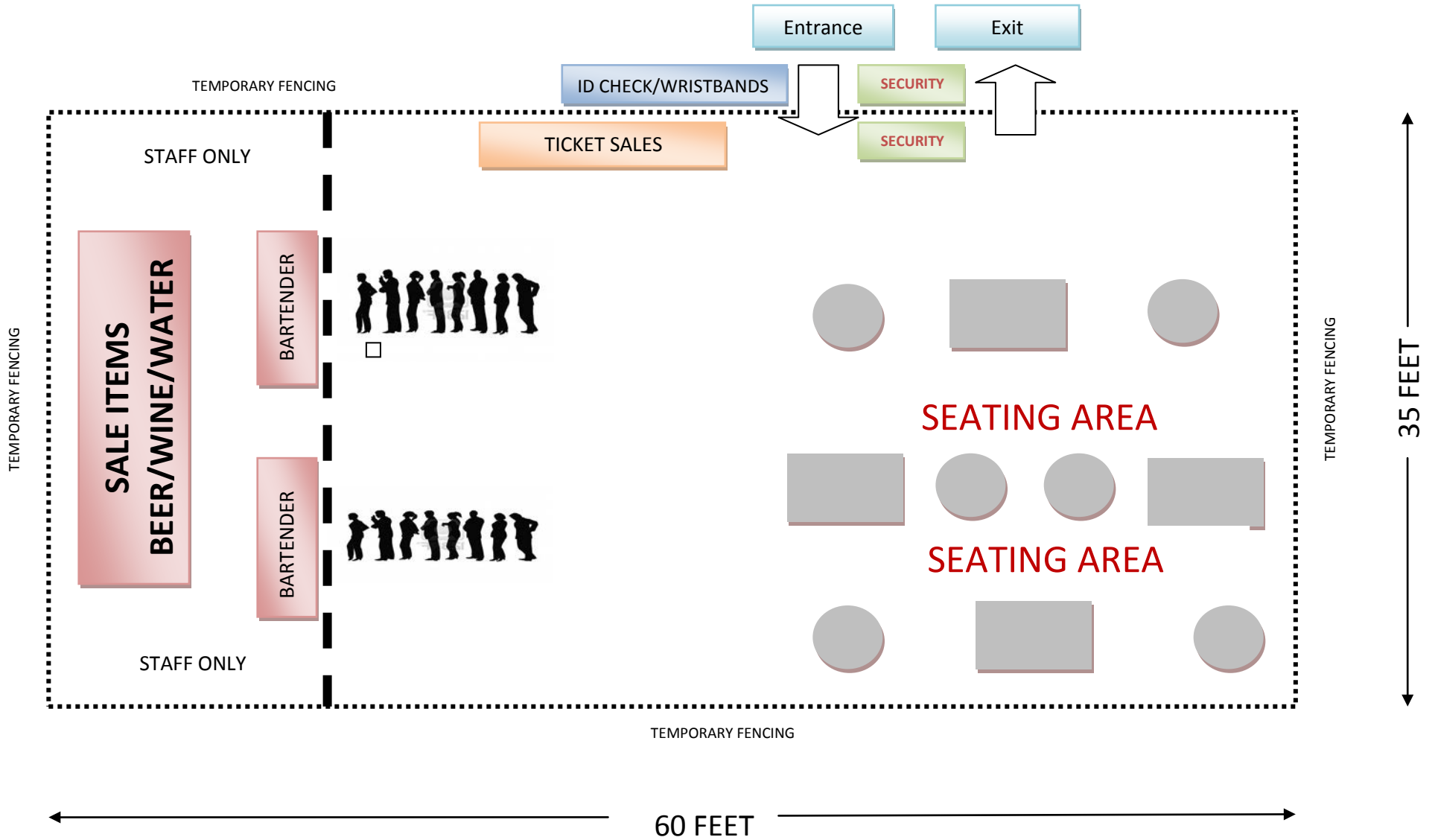
Seal Beach Lions Club Beer and Wine Garden at Rossmoor Winter Festival

	Details	Comments
Chair	Marcella McSorley	
Co-Chair	<u>Knute Fredholm</u>	
Mentor	<u>Ryan Ziengenbusch</u>	
Date Time	Friday, 11DEC15 5-10pm	
Location	Rush Park 3021 Blume Drive Rossmoor, California 90720 562.430.3707	
Estimated Attendance	500	
Live Music?	Yes	
Parking	Rush Park Parking Lot	
Permit	President Mike Haley will apply to ABC	
Space	35' x 60'	

Seal Beach Lions Club Beer and Wine Garden at Rossmoor Winter Festival

	Details	Comments
Tables	Rectangle and Cocktail	
Fencing	Rented	
Tents	Two Seal Beach Lions Club Easy Up Tents	
Staffing	Set Up ID Checkers & Wristband Distribution Ticket Sellers Security Guards Bartenders Rovers/Backup Breakdown	
Sale Items	Canned Beer \$6 Poured Wine \$6 Bottled Water \$1	
Property Owner	Rossmoor Community Services District rossmoor-csd.org 3001 Blume Drive Rossmoor, CA 90720 Office: 562.430.3707 President Bill Kahlert <hr/>	

WINTER FESTIVAL BEER GARDEN



AGENDA ITEM D-1 SEAL BEACH LIONS CLUB BEER GARDEN



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: November 10, 2015

To: Honorable Board of Directors

From: General Manager

Subject: RESOLUTION NO. 15-11-10-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER & WINE) AT THE ROSSMOOR WINTER FESTIVAL

RECOMMENDATION:

Approve Resolution No. 15-11-1-01 authorizing the dispensing of alcohol (beer and wine) at the first annual Rossmoor Winter Festival on December 11, 2015.

BACKGROUND:

At your meeting of February 10, 2015, you approved Ordinance No. 2015-01 and revision of Policy No. 6011 which authorized the dispensing and consumption of beer and/or wine at community events with approval of the Board by resolution. At your special meeting of October 26, 2015, you approved the adjusted budget, activities plan, draft sponsorship package and scope of events presented by staff for the Rossmoor Winter Festival. One of the planned activities included a beer garden run by the Seal Beach Lions Club, a non-profit group.

The Seal Beach Lions Club is now requesting Board approval for the consumption of beer and wine at the upcoming Winter Festival on December 11, 2015 in Rush Park. In order for the Winter Festival to include the dispensing and consumption of alcohol, the Seal Beach Lions Club must first receive approval from the Board in the form of a resolution approving the dispensing and consumption of beer at this year's event.

The draft resolution prepared by General Counsel is attached. Upon the Board's approval of the resolution, the Seal Beach Lions Club will be responsible for meeting all ABC and other agency requirements prior to issuance of the User Permit for the event.

ATTACHMENTS:

1. Resolution No. 15-11-10-01.

RESOLUTION 15-11-10-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER AND WINE) AT THE DECEMBER 11, 2015 ROSSMOOR WINTER FESTIVAL

WHEREAS, the Rossmoor Community Services District did at their meeting on February 10, 2015 approve Ordinance No. 2015-01 codifying Policy No. 6011 which permits the possession and consumption of alcohol (beer and wine) at community events with approval of the Board by resolution.

WHEREAS, the possession and consumption of alcohol at a community event requires approval by the Board by resolution for each community event.

WHEREAS, the Board, at their October 26, 2015 Special Meeting, approved in concept, a beer garden attraction to be managed by the non-profit group, the Seal Beach Lions Club at the December 11, 2015 Rossmoor Winter Festival event at Rush Park.

WHEREAS, in accordance with Ordinance No. 2015-01, the Seal Beach Lions Club has requested approval for the possession and consumption of beer and wine at the Rossmoor Winter Festival.

WHEREAS, the Board of Directors desires to approve this request, subject to the conditions stated herein.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rossmoor Community Services District, that the possession, consumption and dispensing of beer and wine at the Rossmoor Winter Festival on December 11, 2015 is hereby authorized, provided, however, that the Seal Beach Lions Club first obtain any and all required licenses from the Alcohol Beverage Control Board and present the same to the General Manager at least 30 days prior to December 11, 2015, and thereafter comply with all applicable laws, rules, regulations, and ordinances regarding alcoholic beverages and the use of District Property, and maintain in full force and effect general liability insurance naming the District as an additional insured in an amount of not less than \$1,000,000.00.

PASSED AND ADOPTED this 10th day of November, 2015

**BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: _____
William Kahlert, President

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District

**ROSSMOOR COMMUNITY SERVICES DISTRICT
AGENDA ITEM D-2**

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: DISCUSSION AND POSSIBLE ACTION RE: RETIREMENT OF THE
ROSSMOOR WALL BONDS

RECOMMENDATION

Discuss and approve or disapprove the option of using Fund 30 Rossmoor Wall reserve fund for early retirement of debt.

BACKGROUND:

At the Board meeting of October 13, 2015, there was a discussion on the possible early retirement of Rossmoor Wall Certificates of Participation (COP's) in 2016. After debating the pros and cons of the early retirement, it was decided to obtain the actual language of the 1996 General Election Ballot in order to determine exactly what the voters had approved.

The Orange County Registrar of Voters was contacted and supplied the General Election Ballot of November 5, 1996, along with a memorandum from the County Legal Counsel analyzing the proposed measures. (Attachments 2 and 3) This memorandum states that the measures would authorize the Board of Directors "to provide for the maintenance, repair, and/or replacement of the Rossmoor red brick wall, including demolition, rebuilding, reinforcement, structural and aesthetic maintenance, and purchase of supplies and material necessary to accomplish such purposes."

The wall insurance is paid by the District's operating budget. Currently the annual budget for insurance is \$2,000. This covers the wall for vandalism, accidents, etc., but not for erosion or earthquakes.

In 2012, it was noticed a portion of the wall had severe erosion problems. Consultants were called in to perform a study of the current condition of the complete wall. It was decided to repair just one panel. While looking for funds to cover these repairs, it was discovered in the Installment Sale Agreement that the money in the Fund 30 reserve could be used for repair to the wall. (Attachment 5)

\$70,000 was transferred from the reserve in Fund 30 to Fund 40. The study, survey, permits and repairs added up to a cost of \$29,300. These funds can only be used for Rossmoor Wall repair or maintenance. Staff recommends the remainder of \$40,700 be transferred back into Fund 30.

As discussed at the October 13 Board meeting, if the COP's are retired normally in 2017, there would be a remaining reserve balance of \$162,624 for future maintenance and repairs to the wall not covered by insurance. However, if the COP's are retired one year early it will save each Rossmoor homeowner \$24.00 per parcel but the reserved balance for repairs and maintenance will be reduced to a reserve balance of \$78,297. (See Attachment 6) Any amount needed above one or the other amount would have to be allocated from the District operating budget or Fund 10 reserves.

ATTACHMENTS:

1. Email from Director Maynard dated November 4, 2015.
2. General Election Ballot November 5, 1996.
3. Memorandum from Deputy County Counsel to Registrar of Voters.
4. Measures U and V Election Results for November 5, 1996.
5. Installment Sales Agreement dated May 1, 1998.
6. Fund 30 Rossmoor Wall Early Pay Off Worksheet.
7. Simplus Management Wall Evaluation and Recommendations.

Kathy Bell

From: Michael Maynard
Sent: Wednesday, November 04, 2015 7:51 AM
To: Kathy Bell; James Ruth; James Ruth; Bill Kahlert
Subject: Re: Measures U & V

I actually recommended the OC Register of Voters at our board meeting....

Mr. Ruth - this attachment and results of election need to be included in the agenda.

Also, be prepared to answer the following:

- 1) to date, how much money has RCSD paid for repairs (since adoption)
- 2) what potential damages would our insurance cover
- 3) what wouldn't insurance cover
- ✓ 4) do you have a report that was submitted by a third party when the wall was inspected for damage? If so, add to agenda

For transparency, please include this email in the agenda.

Michael Maynard
Director
Rossmoor Community Services District

On Nov 3, 2015, at 3:24 PM, "Kathy Bell" <kbell@rossmoor-csd.org> wrote:

Michael –

Here is the information the Registrar of Voters sent me. Glad you suggested I call. They have a lot more info than I could have found.

I have given a copy to Jim. I am only forwarding this to you since you asked for it, but pass it on to anyone you feel should see it.

Kathy

From: Mailhot, Julianna [<mailto:Julianna.Mailhot@rov.ocgov.com>]
Sent: Tuesday, November 03, 2015 2:38 PM
To: Kathy Bell
Subject: Measures U & V

Hello Kathy,

We didn't have a sample ballot saved from this election so I pieced together what would have been presented to the voters. Please let me know if you need any further information.

Have a great day!

Julianna Mailhot
Candidate and Voter Services

GENERAL ELECTION NOVEMBER 5, 1996

Attachment 2

CITY OF NEWPORT BEACH		
Q	Shall Initiative Ordinance 878 be amended to require the City of Newport Beach to use property tax revenue to pay only for the cost of providing curbside container refuse collection for existing or future residential units within city boundaries as of November 1, 1996?	Yes +
		No +
CITY OF ORANGE		
R	Shall the City of Orange Council Members be limited to a maximum of two consecutive four-year terms and the elected Mayor be limited to a maximum of three consecutive two-year terms?	Yes +
		No +
CITY OF YORBA LINDA		
S	Shall the Ordinance be adopted which ordains that a person is ineligible to hold office as a Member of the City Council if that person has served in the office for three (3) full terms?	Yes +
		No +
T	Shall the Ordinance be adopted which ordains that a person is ineligible to hold office as a Member of the City Council if that person has served in the office for two (2) consecutive full terms, unless he or she has been out of the office for at least two (2) years, with no limitation on the total number of terms?	Yes +
		No +
ROSSMOOR COMMUNITY SERVICES DISTRICT		
U	Shall the ordinance be adopted expanding the powers of the Rossmoor Community Services District to the extent necessary to repair, maintain and/or replace the Rossmoor red brick wall adjacent to Los Alamitos/Seal Beach Boulevard, subject to adoption of a special tax (Measure V) to pay for such by a two-thirds majority vote?	Yes +
		No +
V	Shall the resolution be approved which imposes a special tax of TWENTY-FOUR Dollars (\$24.00) per year on property within the Rossmoor Community Services District in order to pay for maintenance, repair, and/or replacement of the Rossmoor red brick wall adjacent to Los Alamitos/Seal Beach Boulevard, subject to the adoption of Measure U by a majority vote?	Yes +
		No +
PLACENTIA LIBRARY DISTRICT		
W	Shall the Placentia Library District be authorized to levy a special per parcel tax annually for five years to replace library funding lost due to the reallocation of local property tax by the State of California and the elimination of the Special District Augmentation Fund?	Yes +
		No +



COUNTY COUNSEL
COUNTY OF ORANGE

M E M O R A N D U M

August 6, 1996

TO: Rosalyn Lever, Registrar of Voters
FROM: Benjamin P. de Mayo, Deputy County Counsel
SUBJECT: Rossmoor Community Services District Measures

Following are the impartial analyses by County Counsel of the Rossmoor Community Services District measures. With regard to the measure enacted by Ordinance No. 1-96 of the Community Services District Board of Directors providing for the maintenance, repair and/or replacement of the Rossmoor red brick wall, the impartial analysis is as follows:

"This measure is being submitted to the voters of Rossmoor Community Services District pursuant to California Government Code Section 61601 which authorizes the District to propose that the voters adopt additional purposes for which the District may exercise its powers.

The resolution which formed the District does not specifically provide that the District is empowered to repair, maintain, or replace the Rossmoor red brick wall which is located adjacent to the west side of Los Alamitos Boulevard from Hedwig Road to Bradbury Road and adjacent to the west side of Seal Beach Boulevard between St. Cloud Drive and the flood control channel approximately 900 feet south of St. Cloud Drive. This measure would authorize, but does not require, the Board of Directors of the Rossmoor Community Services District to provide for the maintenance, repair, and/or replacement of the Rossmoor red brick wall, including demolition, rebuilding, reinforcement, structural and aesthetic maintenance, and purchase of supplies and materials necessary to accomplish such purposes.

This measure would not become effective unless a two-thirds majority of those voting within the District approve the next ballot

Rosalyn Lever
August 6, 19969
Page 2

measure authorizing the levy of a special tax to finance the maintenance, repair, and/or replacement of the Rossmoor red brick wall.

This measure requires an affirmative vote of a majority of those voting on the measure."

Following is the impartial analysis for Resolution 96-5 of the Rossmoor Community Services District.

"This measure is being submitted to the voters of Rossmoor Community Services District pursuant to Government Code Section 61615.1 which authorizes a community services district to propose for adoption a special tax for purposes adopted by the District. This measure would authorize the Board of Directors of the District to levy a special tax on each parcel of property within the District in addition to the regular ad valorem property tax. This tax would be authorized for a maximum of twenty years. All proceeds from the special tax would go into a special fund of the District to be used for the purposes of financing, repair, maintenance, and/or replacement of the Rossmoor red brick wall. The special tax would be levied at an annual rate of twenty-four dollars (\$24.00) per parcel of property. The tax imposed would be a tax upon each parcel of property and would not be measured by the value of the property.

The special tax proposed in this measure would be levied only if all the following conditions are satisfied:

1. The District acquires ownership of or jurisdiction over those portions of the Rossmoor red brick wall currently owned by or within the jurisdiction of other public entities.
2. The District voters adopt, by a majority vote, the preceding measure authorizing an expansion of District powers to permit Rossmoor

Rosalyn Lever
August 6, 19969
Page 3

red brick wall maintenance, repair, and/or replacement.

3. This measure receives an affirmative vote of two-thirds of the electors voting on the measure."

BPD:ep

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Please select a year election and contest below to view historical election results. Please note that it may take a moment for your selected archive to appear.

1996

11/05/1996 General Election

U-ROSSMORE - MAINT. OF RED BRICK WALL

Turnout and Registration

	Reg/Turnout
Registration	7229
Absentee	1156
Total	5839

U-ROSSMORE - MAINT. OF RED BRICK WALL

	Absentee Votes	Total Votes
NO	343	1893
YES	64	3900

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Previous Election Results

Please select a year election and contest below to view historical election results. Please note that it may take a moment for your selected archive to appear.

1996

11/05/1996 General Election

V-ROSSMORE CSD - FINANCING OF MAINT. ON RED BRICK WALL

Turnout and Registration

	Reg/Turnout
Registration	7229
Absentee	1156
Total	5839

V ROSSMORE CSD - FINANCING OF MAINT. ON RED BRICK WALL

	Absentee Votes	Total Votes
NO	360	1789
YES	746	3795

Connect with us

95452630

INSTALLMENT SALE AGREEMENT

Dated as of May 1, 1998

by and between the

**ROSSMOOR COMMUNITY SERVICES PUBLIC IMPROVEMENTS
FINANCING CORPORATION, as Seller**

and the

ROSSMOOR COMMUNITY SERVICES DISTRICT, as Purchaser

**\$1,050,000
Certificates of Participation
(1998 Rossmoor Wall Project)**

any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Corporation or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement, the Assignment Agreement or this Installment Sale Agreement.

Nothing contained in this Section 4.05 shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained, and in the event the Corporation shall fail to perform any such agreements on its part, the District may institute such action against the Corporation as the District may deem necessary to compel performance so long as such action does not abrogate the obligations of the District contained in the first sentence of the preceding paragraph. The District may, however, at the District's own cost and expense and in the District's own name or in the name of the Corporation prosecute or defend any action or proceeding or take any other action involving third persons which the District deems reasonably necessary in order to secure or protect the District's right of possession, occupancy and use hereunder, and in such event the Corporation hereby agrees to cooperate fully with the District and to take such action necessary to effect the substitution of the District for the Corporation in such action or proceeding if the District shall so request.

Section 4.06. Pledge of Special Tax Revenues; Deposits to Pay Installment Payments; Release from Lien.

(a) Pledge of Special Tax Revenues. The District hereby agrees that the payment of the Installment Payments shall be secured by a pledge, charge and first and prior lien upon Special Tax Revenues, and Special Tax Revenues sufficient to pay the Installment Payments as they become due and payable are hereby pledged, charged, assigned, transferred and set over by the District to the Corporation and its assigns for the purpose of securing payment of the Installment Payments. The Special Tax Revenues shall constitute a trust fund for the security and payment of the Installment Payments.

(b) Transfer to Pay Installment Payments. In order to provide for the payment of Installment Payments when due, the District shall, on or before each Installment Payment Date, transfer to the Trustee for deposit into the Installment Payment Fund the amount indicated in Exhibit C attached hereto as required for the next occurring Installment Payment Date. Notwithstanding Exhibit C attached hereto, the District shall be

obligated to make Installment Payments sufficient to pay all principal and interest due with respect to the Certificates.

(c) *Release from Lien.* Following the transfer described in paragraph (b) of this Section 4.06 with respect to the August 1 Installment Payment Date, Special Tax Revenues in excess of amounts required for the payment of Installment Payments and for the replenishment of the Reserve Fund, in that Certificate Year shall be released from the lien of this Installment Sale Agreement and shall be available for any lawful purpose of the District.

Section 4.07. Limitations on Future Obligations Secured by District Revenues.

(a) *No Obligations Superior to Installment Payments.* In order to protect further the availability of the Special Tax Revenues and the security for the Installment Payments the District hereby agrees that the District shall not, so long as any Certificates are outstanding, issue or incur any obligations payable from Special Tax Revenues superior to or on a parity with the Installment Payments.

(b) *Subordinate Debt.* The District may issue or incur Subordinate Debt so long as it is not in default hereunder.

Section 4.09. Additional Payments. In addition to the Installment Payments, the District shall pay, from Special Tax Revenues, when due, all costs and expenses incurred by the Corporation to comply with the provisions of the Trust Agreement and this Installment Sale Agreement, including, without limitation all Delivery Costs (to the extent not paid from amounts on deposit in the Delivery Costs Fund), compensation due to the Trustee for its fees, costs and expenses incurred under the Trust Agreement and the Assignment Agreement, compensation due to the Corporation for its fees, costs and expenses incurred under the Trust Agreement and all costs and expenses of attorneys, auditors, engineers and accountants.

Section 4.10. Payments to Reserve Fund. In addition to the Installment Payments, the District shall pay to the Trustee, from Special Tax Revenues, such amounts as shall be required to replenish the Reserve Fund in the event of a draw therefrom or a valuation determines that a deficiency exists therein, all in accordance with Section 6.06 of the Trust Agreement.

**Fund 30 Rossmoor Wall
Early Pay Off**

Current Payment Schedule: (Beginning Fund Balance for Fund 30 \$109,390)			
	Principal	Interest	Total
February 1, 2016		\$4,495	\$4,495
August 1, 2016	\$75,000	\$4,495	\$79,495
February 1, 2017		\$2,320	\$2,320
August 1, 2017	\$80,000	\$2,320	\$82,320
Total Due August 1, 2017	\$155,000	\$13,630	\$168,630
<hr/>			
Scheduled Payment August 1, 2017			\$168,630
Early Pay off 2/1/2016	\$155,000	\$4,495	(\$159,495)
		(Note: Interest Saving)	\$9,135
<hr/>			
Early Pay Off February 1, 2016:		\$159,495	
Reserve in US Bank be used in payoff	\$47,000		
Left to Pay		\$112,495	
Additional Assessment 2015-2016	\$87,432		
Remaining Left To Pay		\$25,063	
Required to withdraw from Fund 30 Fund Balance	\$25,063		
2015-2016 Beginning Fund Balance/Fund 30			\$109,390
Minus required amount to withdraw from Fund 30 Fund Balance			(\$25,063)
Ending Fund 30 Balance available for Wall Repair			\$84,327
<hr/>			
Scheduled Payment August 1, 2017:		\$168,630	
Reserve in US Bank be used in payoff	\$47,000		
Left to Pay		\$121,630	
Additional Assessment 2015-2016 for pay off	\$87,432		
Left To Pay (including \$9,135 interest)		\$34,198	
Additional Assessment 2016-2017	\$87,432		
Excess Assessments		\$53,234	
2015-2016 Beginning Fund Balance/Fund 30			\$109,390
Excess Assessments			\$53,234
Ending Fund 30 Balance available for Wall Repair			\$162,624

April 29, 2014

Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720
Attn: Mr. James Ruth, General Manager

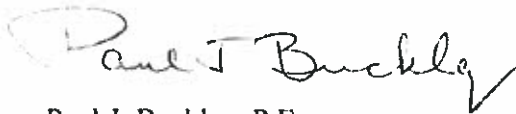
RE: Rossmoor Park – Los Alamitos Blvd. Brick Masonry Wall Evaluation and Recommendations

Dear Mr. Ruth:

As requested, please see the attached revised evaluation report. The revised report includes the cost and option of replacing one complete panel. Also included is a revised recommendation for the brick repair program. Please include this with the photos delivered last week.

Should you have any questions regarding the content of this report, please contact me at my office.

Sincerely,



Paul J. Buckley, P.E.
Senior Construction Manager

Evaluation of the Rossmoor Signature Wall

April 29, 2014

The Rossmoor Community is located in Southern California within Orange County just east of Los Alamitos and north of Seal Beach. The red brick has become the signature look for the community. The Rossmoor Signature Wall is a red brick structure which runs along Los Alamitos Blvd from Hedwig Road to Bradbury Road and from Saint Cloud Dr. to the Bixby Storm Channel. This brick structure was rebuilt in 1998 to 1999 from salvaging the red bricks from the original brick structure. The original brick wall was constructed in the early 60's. The rebuilt structure is known today as the Rossmoor Signature Wall.

In response to the Community concerns the Rossmoor Community Services District (RCSD) engaged Simplus to evaluate the deterioration of the signature wall. This evaluation consists of a summary of investigation, observations and findings, and recommendations with repair options.

Summary of Investigation

Simplus performed a thorough investigation of the Rossmoor Signature Wall. The investigation includes several field site walks, site meetings with masonry contractors, the review of the as-built plans, the review of the insurance adjuster's preliminary report, and research on the common causes of deterioration.

RCSD requested a preliminary site walk on 3/11/14. The site walk was with Henry Taboada, Omero Perez and Jim Ruth. The preliminary site walk was to observe and discuss the concerns of the Rossmoor Community. Simplus performed additional site walks with and without Omero Perez to document the conditions of the wall.

The brick wall inspected runs along Los Alamitos Blvd between Hedwig Rd and the Bixby Storm Channel. The length of the brick wall is approximately 5,500 ft.. Simplus met with Omero Perez and performed a site walk to document the existing conditions of the wall, this was done on 3/13/14 and on 3/14/14. Each of the wall panels and pilasters were inspected, documented and photo logged (see Section 2 – Photo Log and Photo Log Volume 1 and Volume 2).

Simplus reviewed the as-built plans for the Rossmoor Signature Wall dated April, 1998 (see Section 3 – As-Built Plans). Simplus also reviewed the letter from David Morse & Associates (DMA) dated January 17, 2014 (see Section 4 – DMA Letter). The letter indicates that DMA was assigned to inspect and estimate the property damage.

Simplus consulted with three separate masonry contractors and conduct site walks with each mason to inspect and discuss the deterioration observed. Each mason inspected the wall and provided possible causes for the deterioration and estimated a cost for repairs.

Simplus conducted research and reviewed masonry trade articles (see Section 6) to research the types of deterioration of brick material and viable options for repair.

Observations and Findings

A review of the as-built plans indicate the construction of the wall was completed on 5/20/1999. The wall is a CMU block wall with a red brick veneer. The as-built information indicates the existing brick was salvaged from the previous brick wall. The previous brick wall was built in the early 60's. The salvaged brick is a 3 1/2" x 3 1/2" x 10" red brick and over 50 years old. The dimensions of the existing brick is no longer the industry standard brick size.

Upon investigation, the brick masonry showed deterioration of the brick surface. Simplus inspected each of the bricks and found the deterioration to be inconsistent throughout the length of the wall inspected. Omero Perez mentioned the irrigation system off Los Alamitos Blvd was spraying portions of the wall. This may explain the irregularity of the deterioration on the surface throughout the length of the wall.

Our inspection also revealed there are two types of bricks; original and salvaged. Brick Type 1A and Type 1B appear to be newer bricks used in the reconstruction of the wall back in 1998 and 1999. Therefore these bricks are approximately 16 years old. The difference between Type 1A and Type 1B is the amount of exposed aggregate. See Section 1 for photos of brick types. Figure 1 - Type 1A and Figure 2 - Type 1B have more defined edges and look very similar; these appear to be the same brick and appear to be much younger than the Figure 3 - Type 2 brick. From observing the different types of bricks, Figure 3 - Type 2 did not have such defined edges and exhibited the most deterioration than the other bricks. These are probably the salvaged bricks. Brick Type 1A and Type 1B are the newer brick and Brick Type 2 are the salvaged brick. Discussions with RCSD indicated the wall was built using new and salvaged bricks which confirms the different brick types. New brick were mixed in with the salvaged bricks for the reconstruction of the wall in 1998 and 1999.

Upon closer examination of the brick wall Simplus identified different categories of deterioration.

Category 1 – Large cavities (Salvaged Bricks Only)

Category 2 – Signs of soft surface erosion (Salvaged Bricks Only)

Category 3 – Discoloration (Salvaged and New Bricks)

RCSD requested an investigation and adjustment of damages from the insurance company on December 01, 2012. DMA was assigned to provide a damage report and cost estimate of the wall. DMA provided a letter with their findings to RCSD on January 17, 2014. Simplus reviewed the letter from DMA. DMA inspected the wall and determined the deterioration of the wall was caused by the City of Log Alamitos irrigation system. According to the letter, the sprinkler water could have been spraying the wall for months or years. The letter indicates the lower areas of the wall were more severely worn and scarred due to the water spray. The letter indicates the estimated life span of a standard brick is 100 years according to their depreciation tables. DMA took photographs of various locations identifying areas of repair. The estimate of damage is around 2,000 bricks. However, Simplus' investigation estimates approximately 4,000 badly deteriorated bricks.

Simplus had site meetings with three separate masonry contractors: Coastline Masonry, Kevin Kincaid Masonry, and Pacific Land Masonry. A site walk was performed with each mason to observe and discuss the causes of deterioration.

The following are the possible causes to the brick deterioration based on discussions with the masonry contractors and research of masonry trade articles.

- Structural movement in the wall can cause damage to the wall. Rotation of the footing or part of the footing will cause the wall to lean or crack. Differential settlement of the footing along the length of the wall will cause the wall to form cracks. Introduced pressures placed on the wall will cause the wall to lean or bow, such as additional raised planters from the residential property. Vegetation such as roots from nearby trees can affect the footing and cause the wall to crack, lean or bow, or a combination of both. Cracks in the wall exposes the interior to external influences such as water which will cause water damage.
- Walls that have not been constructed correctly could cause deterioration. The mortar or grout used could have been placed improperly creating air gaps within the joints of the wall. Which allows moisture to infiltrate and cause water damage.
- Climate Changes affect the material of the wall. The masonry wall is composed of various materials which are affected differently by climate changes. The masonry wall will experience contraction and expansion with the varying temperature changes, which will contribute to cracks in the wall or cause spalled bricks due to the different expansion properties. This will expose the brick to external influences such as water which will cause water damage.
- External influences such as sandblasters and high pressure sprayers can be a cause for deterioration. The use of these cleaning tools can reduce the hardened edge and allow water to infiltrate into the brick and cause deterioration, drastically reducing their lifespan.
- Water damage is known to be a common culprit to the cause of deterioration of masonry walls. Bricks generally have very poor drainage ability therefore bricks are created to have a hard non-porous shell. If the shell is exposed, such as spalled bricks or cracks, to the porous interior this then allows water to infiltrate and deteriorate the bricks at an accelerated rate. Poor drainage or ventilation of the brick veneer can cause water damage to the structure. Water damage is the cause for deterioration of categories 1, 2, and 3.
- There were other types of discoloration other than efflorescence such as a white residue which resembled hard water possibly from the nearby sprinkler system and cementitious residue possibly from when the wall was built.

The main cause of the deterioration of the Rossmoor Signature Wall is water damage which leads to moisture residing in the wall. A prime indicator of moisture is the signs of a white fluffy residue known as efflorescence. Efflorescence is a common occurrence in masonry and concrete construction. Efflorescence are deposits of water-soluble salts left on the surface of the masonry wall as the water evaporates. Efflorescence occurs through a chemical process. Somewhere within the wall there are water-soluble salts. The salts render into a soluble solution when sufficient moisture is present. As the moisture is drawn out to the surface of the brick, the soluble solution evaporates thus depositing the salts which then crystallize and cause efflorescence. Efflorescent

salts in the Southern California area are principally alkalis of Sodium Sulfates and Potassium Sulfates. The alkali appears because they exist within the masonry wall.

Possible sources of alkali salts are in the following:

- Portland cement used in the mortar or grout.
- Natural clay used in the manufacture of the brick.
- Sand used in mortar and grout.
- Water used in mortar and grout.

Efflorescence does not cause deterioration of the wall. However, it does indicate the presence of moisture.

Water can enter into the wall and create moisture. From our investigation there are many entry points in the wall which could build up moisture. The following exhibits (see Section 1 for detailed exhibits) describe each of the sources contributing to moisture.

Exhibit 1 – Irrigation from the City of Los Alamitos

RCSD mentioned in the first site walk the irrigation system from the City of Los Alamitos was spraying the surface of the wall. This would have a direct impact onto the wall allowing the brick veneer to absorb moisture. The range of the sprinkler spraying the surface varied throughout the length of the wall. Upon observation, some wall panels appeared to have been impacted drastically while others were minimal.

Exhibit 2A – Irrigation from the Residential Property

The as-built plans of the walls indicate a grade separation between the residential property and the City of Los Alamitos. The elevation in the residential area is higher than the City of Los Alamitos. The water builds up in the residential area which is then absorbed by the CMU block. The water will then travel through the wall to the lower elevation of Los Alamitos Blvd. The moisture would then be absorbed by the brick veneer.

Exhibit 2B – Irrigation / Raised Planters from the Residential Property

Some of the Residents have custom raised planters behind the wall thus creates a basin for the water to reside. The water then would travel to the lower elevations such as through the wall towards the lower elevation of Los Alamitos Blvd. The moisture would then be absorbed by the brick veneer.

Exhibit 3 – Brick Cap at the Top of the Wall

Through time the water would penetrate the mortar at the top of the wall thus traveling down the wall. The moisture would then be absorbed into the brick veneer. Also, the construction of the wall structure is not monolithic. The structure is composed of CMU blocks and brick material fused together with mortar. The mortar between the CMU block and the brick can be compromised with cracks or air pockets. The cracks could be created through normal weathering of expansion and contraction or from settlement. Air pockets could have been formed from the construction process of hand placing the material. Moisture can be trapped in possible cracks or air gaps within the mortar which would then be absorbed by the brick veneer.

Repair Options and Recommendations

The current deteriorated bricks can be repaired but will not alleviate the deterioration of the brick veneer. The repair options are limited for the deterioration categorized above. Repair categories 1 and 2 will require the removal and replacement of the brick. Repair category 3 will require an acid wash to remove the efflorescence.

Based on the field site meetings with the masonry contractors, each masonry contractor provided a cost estimate and recommendations for repairs except for Pacific Land Masonry. see Section 5 for cost estimates provided by the contractors. The following is a brief summary of the overall cost estimate.

Coastline Masonry provided an estimate for 4,000 bricks. The estimate includes an allowance for traffic control, as needed, and to saw cut the existing mortar on top of the wall and replace with deco seal. The total cost for this work is **\$213,700.00**. Simplus reviewed this estimate and believes it to be extremely excessive.

Kevin Kincaid Masonry provided two separate cost estimates: one for 4,000 bricks to remove and replace and another for 3,000 bricks for removal and replacement. The estimate includes an allowance for traffic control and an allowance for acid washing as needed. The total cost for this work is \$149,780.00 for 4,000 bricks and \$113,975.00 for 3,000 bricks.

Pacific Land Masonry did not provide an estimate.

Simplus' estimated cost estimate is as follows:

- 4000 Bricks - \$101,949.00
- 3000 Bricks - \$78,046.56
- Block 1 Hedwig Rd to Orangewood Ave - \$50,974.50
- Block 2 Orangewood Ave to Rossmoor Way - \$33,796.17
- Block 3 Rossmoor Way to Bradbury Rd - \$17,403.33
- Block 4 St. Cloud Dr. to Bixby Channel - \$3,256.47

As mentioned above the existing brick size is not an industry standard size. Omero indicated that RCSD has about 200 bricks in storage. Upon further research, Resource Building Materials carries the same sized brick as the original, however, the brick color will range. Further coordination was done with Resource Building Materials and a color range was selected that closely resembles the existing color. The brick color is mahogany peak. The cost for 4000 bricks is \$5,184.

Option 6 listed on the next page includes completely removing and replacing an entire panel in lieu of removing and replacing specific brick within the panel. There are approximately 500 brick per panel. The estimated cost to replace each full panel is \$20,000.

The following repair options are available to RCSD to temporarily fix the deteriorated bricks but not rectify the condition and future deterioration.

Option 1

Use mortar to patch the deteriorated surface of the brick. Once dried the mortar patch can be stained to a similar color as the existing bricks. This option does not provide longevity nor does it provide the aesthetic quality for the Rossmoor Community Signature Wall.

Option 2

Chisel out the damaged bricks and surrounding mortar then replace with a new brick and mortar. Acid wash the areas influenced by efflorescence. This will remedy the deteriorated bricks but will not stop future deterioration.

Option 3

Provide Option 2 and include a water proofing sealant to the exterior of the wall on Los Alamitos Blvd. This option is not recommended due to the need of providing sealant on the exterior of the wall at the residential property.

Option 4

Provide Option 3 and include exposing the CMU wall within the residential area and providing a water proofing sealant to the wall surface. This option is not recommended because the cost for this option will be high and the resident's cooperation is uncertain.

Option 5

Provide any of the options mentioned above and inform the residents to limit the source of water within the area of influence near the wall.

Option 6

Provide Option 2 to completely remove the brick veneer of a panel section and replace with the salvaged "good" brick or new brick.

Recommendation

Like RCSD, most public agencies face similar challenges of maintaining and/or replacing deteriorating infrastructure with limited funding sources. Public agencies typically utilize a prioritized program approach to obtain the best value for the limited funding. This approach includes ranking the condition of specific areas of the deteriorating infrastructure from highest priority (worst condition) to lowest priority (best condition). The available limited funding is then applied to the highest priority areas in the first year. Public agencies will continue to build up funding reserves and continue addressing the next highest priority areas in subsequent years when funding reserves are sufficient.

Simplus understands RCSD has limited funding to address the deterioration of the Rossmoor Signature Wall and therefore recommends the prioritized program approach utilizing Option 6 described above.

Year one of the recommended Rossmoor Signature Wall Repair Program should include the following:

1. Control moisture conditions adjacent to the wall.

- Coordinate with the City of Los Alamitos to adjust the irrigation system to minimize over spray directly on the wall.
 - Coordinate with the adjacent home owners to adjust the irrigation systems to eliminate saturating soil and minimize over spray directly on the wall.
2. Due to the variable degree of deterioration of brick within each wall panel, replace the entire wall panel with new brick and recently salvaged brick (1998-1999), starting with the highest priority panel(s) (worst condition). The number of panels to be replaced in year one depends on the available funding. At this time Simplus recommends full replacement of Block 1, Panel 1 which includes the Rossmoor sign located just south of Hedwig Road.

Simplus would be more than willing to meet with District to discuss and clarify the items listed above so the details of the work are beneficial to the District.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: November 10, 2015

To: Honorable Board of Directors

From: General Manager

Subject: MINUTES: REGULAR MEETING OF OCTOBER 13, 2015

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of October 13, 2015 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their October 13, 2015 Regular Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Regular Meeting of October 13, 2015 Prepared by the Board's Secretary/General Manager.



**MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, October 13, 2015

A. ORGANIZATION

1. CALL TO ORDER: 7:04 P.M.

- 2. ROLL CALL:** Directors Casey, DeMarco, Maynard,
President Kahlert
Director Burgess was absent at this time.

3. PLEDGE OF ALLEGIANCE

At approximately 7:05 p.m. Director Burgess arrived, recited the pledge of allegiance and took his seat on the dais.

4. PRESENTATIONS:

a. Dr. Sherry Kropp, Superintendent, Dr. Jeff Barke, Dr. Diana Hill Re: School Related Traffic Issues

Dr. Kropp discussed some recent changes in leadership at the four Rossmoor Elementary Schools and updated the Board and community on several school related traffic mitigation efforts recently undertaken by the school district. She reported on their recent initiative to decrease the cost of bus transportation by about 50% resulting in 200 more students riding the bus this year. The School District also plans to hire an additional bus driver and will offer students one week of free bus transportation to attract even more riders. Dr. Kropp reported on progress made regarding inter district transfer student enrollment which has been significantly reduced over the last four years from 37% inter district students down to 30%. She reported that staggered school start times have been increased from five minute intervals to ten minute intervals resulting in a huge improvement. The District is also improving infrastructure and reallocating vacant areas as part of a broader STEAM initiative. Dr. Kropp concluded that the school district was committed to these efforts and thanked the Board and community for their support in allowing gradual improvements in a financially responsible manner.

b. O.C. Sheriff Captain Bob Peterson Re: Public Safety Update.

Captain Bob Peterson was absent. General Manager Ruth stated that Lieutenant Rob Gunzel would be presenting a Quarterly Crime Statistic Report at the November 10, 2015 Board

Meeting.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM:

Mark Nitikman and Ralph Vartabedian reported relative to current traffic committee issues. Mark Nitikman reported that County Traffic Representative, Isaac Alonso Rice is doing a full community traffic study and will report back in November. He invited the community to opine at next Tuesday's RHA Board Meeting on matters such as the Foster Road bicycle lane controversy relative to the pros and cons for its removal to allow resident access to street parking on street sweeping days. The next traffic committee meeting was to be scheduled sometime in December. Items for discussion also include the Foster Road bike lane, as well as Wallingsford Road and Katella Avenue pedestrian related traffic congestion study and the recent street parking time adjustments on Wallingsford Road.

D. REPORTS TO THE BOARD

1. REPORT OF THE AUDIT COMMITTEE RE: POSSIBLE EARLY RETIREMENT OF ROSSMOOR WALL CERTIFICATES OF PARTICIPATION.

The General Manager reported that the Audit Committee met on September 29, 2015 and discussed the possible early retirement of the Fund 30 Rossmoor Wall Certificates of Participation (COPs) in 2016. The Committee debated the options of retiring the debt early or continuing with the current payment schedule ending in 2017. The Committee's recommendation is to refer the matter to the Board to discuss the wisdom of using Fund 30 Rossmoor Wall reserve funds for early retirement of debt.

Discussion ensued relative to debt retirement options. Residents Joel Rattner, Erwin Anisman and Mark Nitikman opined in favor of retiring the debt early, as they considered it to be a promise to the voters. They also analyzed principal and interest costs and considerations. Mark Nitikman added that he would be taking the issue to the RHA Board for an advisory vote. He had comments relative to early payoff penalties. He further opined that the reasonable intent of the voters was to direct the funds toward repair of the Signature Wall.

District Auditor, Brad Welebir addressed the Board regarding the Rossmoor Wall Certificates. He stated that although RAMS would not take a formal stand, he wanted to clarify certain points and make the Board aware of all available facts to aid in the decision making. When the certificates of participation were established a number of funds were created through that legal process. The funds now visible in the statement are the Reserve Fund for the wall and a Debt Service Fund. Other funds exist that are not presented because there is no balance in them. There is a Capital Improvements Fund that was originally part of the COPs at the time the debt was issued. The District borrowed that money, the bulk of which was put into the Capital Improvements Fund, and those monies were expended over time to improve the wall. They haven't been presented for several years because all that money has been expended. What is in there now is the accumulation of money that has been coming in for debt service. Also included in the COPs is an agreement that states all the monies that come in during the life of the debt can be used for any legal purpose of the RCSD. He reiterated that although money is accumulating in

that fund and coming from the County (*they collect that money from the homeowners and pass it to the District for servicing that debt*), whatever funds remaining after making the debt service payments can be used for any lawful purposes. He added that paying the debt off early would incur an opportunity cost not a percent penalty.

Director Burgess opined in favor of paying off the debt in February 2016 and strictly designating the Fund 30 reserves for future wall repair expenses. He added that he would like documentation drafted restricting the funds for this sole purpose. He alleged that wall funds had been used to fund a District computer upgrade.

Directors Maynard and DeMarco stated that the Board hadn't made a decision either way. They had concerns about the need to borrow money for necessary repairs. They requested historical context in the form of the original ballot document stating voter intent. Director Maynard refuted Director Burgess' assertions that wall repair funds had been used toward unrelated expenses. Kathy Bell stated that no wall repair funds were used to fund a computer upgrade.

Brad Welebir opined that the District currently enjoys a substantial reserve. Since property taxes are the primary source of income for the District, it needed to maintain a minimum reserve of six month's worth of property tax revenue. Otherwise, a short term loan may be required to cover expenses.

President Kahlert stated that the item was on the agenda for discussion purposes and would be placed on the agenda for further discussion and a decision at the November Board Meeting. The report was received and filed.

2. WATER REDUCTION USAGE IN RUSH AND ROSSMOOR PARKS

The General Manager reported regarding the 2013-2015 Water Usage Reduction Table which compared both usage and the cost of water over the three-year reporting period. The Water District's mandatory requirement for decreased water consumption started in 2015 with a minimum 16% reduction from the calendar year 2013.

Discussion ensued relative to the significant water reduction shown on the chart from January through August for each year starting in 2013. It was the consensus of the Board that the District may have been too extreme and as a result the parks and green space were being under watered. The General Manager stated that a significant portion of the distressed areas of brown turf could be attributed to a combination of extremely dry weather, the summer event program, old irrigation and a serious of plumbing issues, which have since been resolved. The reductions were comparable to other agencies in the area. He assured the Board that the new irrigation system combined with a vigilant tree sapling watering program would ensure a revival of the green space the community was accustomed to seeing.

Motion by Director Maynard, seconded by Director Casey to receive and file the report. Motion passed 5-0.

E. CONSENT CALENDAR

1a. MINUTES REGULAR BOARD MEETING—September 8, 2015

1b. MINUTES SPECIAL BOARD MEETING—September 8, 2015

2. REVENUE AND EXPENDITURE REPORT—August 2015

Motion by Director DeMarco, seconded by Director Casey to approve all items on the Consent Calendar as submitted. Motion passed 5-0.

F. PUBLIC HEARING—None

G. RESOLUTIONS—None

ORDINANCES—None

H. REGULAR CALENDAR:

1. APPROVAL OF FY 2014-2015 ANNUAL INDEPENDENT AUDITOR'S REPORT.

Recommendation to receive the report of the Audit Committee and approve the FY 2014-2015 Annual Independent Auditor's Report.

District Auditor Brad Welebir reported to the board relative to his findings. He stated the District had received an unmodified audit, the highest rating possible. Discussion ensued. Motion by Director Casey seconded by Director DeMarco to receive the report of the Audit Committee and approve the FY 2014-2015 Annual Independent Auditor's Report. Motion passed 5-0.

2. AMENDMENT OF FEE SCHEDULE RE: FEES—FOR PROFIT USE OF PARKS.

The General Manager reported that at the September meeting, the Board approved guidelines for the use of District parks by for profit organizations. The Board also approved a Park Use Agreement for a for profit fitness group which contained fees for those uses. The current Fee Schedule only includes fees and charges for nonprofit and resident users. It is deemed appropriate to include this new category of fees and charges in new FY 2015-2016 Fee Schedule. Recommendation to adopt proposed amendments to FY 2014-2015 Fee Schedule re: For Profit Use of Parks.

Discussion ensued relative to regulation concerns of additional for profit enterprises. The General Manager stated that any for profit activity required Board approval. Motion by Director Maynard, seconded by Director DeMarco to adopt the proposed amendments to FY 2014-2015 Fee Schedule re: For Profit Use of Parks. Motion passed 5-0.

3. REQUEST BY THE ROSSMOOR HOMEOWNERS ASSOCIATION (RHA) FOR COSPONSORSHIP OF THE ROSSMOOR COMMUNITY FESTIVAL

Staff recommendation to approve the request of the RHA for cosponsorship of the Rossmoor Community Festival event. Discussion ensued relative to whether there were any new features being implemented this year. Mark Nitikman responded that there would be more food trucks. Director Maynard stated that last year there was discussion about the possible addition of a beer garden, however, due to permitting time constraints it never materialized. He encouraged the RHA to seek a non-profit applicant and submit the permit request well in advance this year. Mark Nitikman agreed and stated that he would discuss the matter with festival coordinator Bev Houghton.

Motion by Director Maynard, seconded by Director Kahlert to approve the request of the RHA for cosponsorship of the Rossmoor Community Festival event. Motion passed 5-0.

4. DISCUSSION AND POSSIBLE ACTION RE: REPORT OF THE ROSSMOOR ADVISORY COMMITTEE RE: LATENT POWERS

Recommendation for discussion and possible action on the Rossmoor Advisory Committee's recommendation to suspend all activity regarding latent powers until the General Manager obtains sufficient information to make a further recommendation on whether to proceed or terminate the process. The General Manager reported relative to the increased costs, additional restrictions and time constraints related to the latent powers application process. Discussion ensued relative to same.

Joel Rattner opined relative to future resources being devoted to the latent powers application process and the possibility of expending additional District funds. General Manager Ruth stated that no additional funds would be expended other than his time until directed otherwise by the Board. Erwin Anisman opined regarding his observations relative to a trend of increased expenditures over the last five years. Although some had been due to worthwhile capital improvements, he urged the Board to exercise caution so as not to deplete reserves.

It was the consensus of the Board to table the latent powers item from the Rossmoor Advisory (RAC) Committee agenda and suspend the decision to apply to LAFCO for latent powers until the General Manager was able to present a case study to the Board and obtain sufficient information to make a recommendation on whether to proceed or terminate the process. The report was received and filed.

I. GENERAL MANAGER ITEMS:

The General Manager reported that the canopy shade structure project materials had been delivered and the construction should be completed in approximately one week. He thanked Kathy Bell on her achievement of an unmodified audit. He reported that due to increasingly high usage during the summer events program the Rush Park restroom facilities had to be upgraded from residential to commercial grade. Everything is working well. The General Manager praised RHA Emergency Preparedness Coordinator Rhonda Boggess for her efforts coordinating The Great Shakeout Event which was successful, informative and well attended. He also congratulated President Kahlert for his participation and doing a fine job of welcoming the community. He concluded that a Parks and Facilities Committee Meeting was scheduled for next Wednesday, October 21, 2015 at a time yet to be determined.

J. BOARD MEMBER ITEMS

Director Burgess had comments relative to the possible exploration and implementation of solar upgrades and equipment to offset the District's current utility costs. He stated that the state had financing offers with interest rates as low as zero and one percent. The General Manager stated that they had already explored several solar solutions; however they were too costly at this time. He agreed to keep looking at options as they become available and as prices come down.

Director Casey updated the Board on the I-405 Proposed Sound Wall Project. OCTA invited the affected residents to a private meeting at the Rush Park Auditorium on September 10, 2015 to discuss the proposed 16' sound wall and the scope of its construction. OCTA also mailed out a survey letter to all 16 residents asking if they were in favor of the sound wall. Of the six respondents, all were in favor. OCTA will send out a second notification letter to those non respondents and will likely gain consensus. An independent appraiser would then be hired to appraise each property and then make a purchase offer to each homeowner. He stated that he did not agree with a select few residents making a decision that potentially affected the community at large. Director Casey commended staff for the 16% reduction in water usage and encouraged the District to continue to monitor for under watering. He congratulated Chris Argueta for his promotion to the acting Recreation Coordinator position adding that he was certain Chris would provide the District with quality service in his new capacity. He concluded by saying he would be attending the Sound Wall Aesthetics Committee meeting on Thursday, October 15, 2015 and would report back to the Board.

Director DeMarco thanked the meeting participants and encouraged residents to attend the RHA board meeting next Tuesday at 7 p.m. He expressed his curiosity about resident opinions on the Foster Road bike lane issue. He thanked Gus Quinonez and the many volunteers who organized the School Ghoul 5K Run and added that it was good for the community. He thanked Kathy Bell for her work on the accounting report. He also thanked Superintendent Sherry Kropp and the LAUSD School Board for all their efforts to relieve the traffic issues in Rossmoor. He appreciated their concern and dedication to working with the traffic committee. He opined regarding the Montecito Road Lighting improvements, stating that despite many delays due to County red tape the RCSD was still working with the County to improve illumination. He concluded by encouraging all to support the huge annual sports fundraiser *The Taste of Los Al* this Saturday at the Shops at Rossmoor. The event benefits all local sports and booster clubs and is their largest fundraiser for the year. Tickets were approx. \$45 each and \$25 goes to the Booster Club. There would also be an auction.

Director Maynard thanked General Manager Ruth for putting together the water usage reduction chart. He encouraged the District to strive to maintain a green landscape. He suggested LAUSD students taking advantage of the economical bus transportation option. He commended Superintendent Kropp on the class size reduction achievement, stating it was a tremendous effort that would benefit the kid's education. He noted that quality education and green trees were some of the factors that attracted homeowners and added to Rossmoor's high real estate values. He praised area real estate agents for successful marketing community assets. Regarding the solar solutions, he stated he was always open to reviewing any capital improvements that made sense and were cost effective. He suggested the item be researched and added to an agenda at a future date. Director Maynard hoped the rest of the property owners would opine regarding the sound wall proposal. Sound quality affects everyone and 16 residents shouldn't speak for the entire community. RCSD may want to weigh in on the decision on behalf of Rossmoor.

President Kahlert thanked Dr. Sherry Kropp for the traffic update and commended Kathy Bell on the audit. He commented regarding the proposed Solar Energy conversion, stating there were many factors to consider. The solar industry and homeowners are currently up in arms due to the state public utilities commission's plan to reduce the amount of money homeowners are paid on a buyback of wattage. A state public meeting is happening soon to discuss this important issue. He added that any decisions the District made regarding solar energy in the future would require

knowledge of the latest regulations. President Kahlert also announced the upcoming nationwide Great Shakeout Event at 10:15 a.m. on October 15, 2015. He suggested visiting the website at greatshakeout.org to register and learn how to be prepared in the event of an emergency. He expressed his excitement about the near-completion of the new Rush Park canopy shade structure, adding that residents would soon have a fabulous new community asset. He stated that the District was also considering improvements to the shade area near Rush Park Tot Lot and was soliciting community input regarding aesthetics, scope, size, tree removal, etc. He reminded everyone to calendar Friday, December 11, 2015 for the First Annual Rossmoor Winter Festival. More information would be forthcoming on the District website in the next week or two. He reminded everyone to be aware that Halloween falls on a Saturday night this year and to exercise caution due to increased activity related to the many festivities and parties.

K. CLOSED SESSION—None

I. ADJOURNMENT:

Motion by Director Maynard, seconded by Director Casey to adjourn the regular meeting at 9:15 p.m. Motion passed 5-0.

SUBMITTED BY:

**James D. Ruth
General Manager**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1b.

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: SPECIAL MEETING OF OCTOBER 26, 2015

RECOMMENDATION:

Approve the Minutes of the Special Meeting of October 26, 2015 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their October 26, 2015 Special Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Special Meeting of October 26, 2015 Prepared by the Board's Secretary/General Manager.



**MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

SPECIAL MEETING

Rush Park West Room
3021 Blume Dr.
Rossmoor, California

**Monday, October 26 2015
4:00 p.m.**

A. ORGANIZATION

1. CALL TO ORDER: 4:00 p.m.
2. ROLL CALL: Directors Casey, DeMarco, Maynard
President Kahlert
Director Burgess was absent
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM: None

Any person may address the Board of Directors at this time upon any subject within the jurisdiction of the Rossmoor Community Services District; however, any matter that requires action may be referred to Staff at the discretion of the Board for a report and action at a subsequent Board meeting.

C. REGULAR AGENDA

AT THIS TIME PRESIDENT KAHLERT MOVED ITEM C-2 TURF REMOVAL AHEAD IN THE AGENDA

2. PARKS AND FACILITIES COMMITTEE REPORT RE: TURF REMOVAL

The General Manager reported that the original \$50,000 approved for drought resistant grant had been reduced from \$2 per square ft. down to \$1 per sq. ft. He informed the committee that the District had been approved for a grant in the amount of \$17,000 which was 100% reimbursable from the state. Park Superintendent Omero Perez had been asked to identify areas at each park location for installation of drought tolerant landscaping. Areas identified included 3,000 sq. ft. at Rush Park, 3,000 sq. ft. at Rossmoor Park, and approximately 1,000 sq. ft. at each Mini-Park (Foster and Kempton). Landscaping Contractor ValleyCrest had furnished an excellent plan to remove the turf in designated areas at each location and replace it with drought tolerant plants, decomposed granite and mulch. The Parks and Facilities Committee had approved the sites and the grant amount, however, they wanted to include the full board in the decision making process.

SPECIAL MEETING

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3021 Blume Dr.
Rossmoor, California

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4:00 p.m.**

A. ORGANIZATION

1. CALL TO ORDER: 4:00 p.m.
2. ROLL CALL: Directors Casey, DeMarco, Maynard
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3. PLEDGE OF ALLEGIANCE

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Discussion ensued. President Kahlert had questions relative to the map. He requested clarification on which turf areas were designated for removal. Director Maynard asked how often mulch would need to be replenished. Omero Perez replied that the mulch would be replenished once or twice per year as needed. Director DeMarco asked Director Maynard for clarification on what areas would be covered in mulch. Director Maynard suggested the Board tour the grounds.

AT APPROXIMATELY 4:15 P.M. COMMENCED WITH A BRIEF TOUR OF RUSH PARK TO SEE THE AREAS DESIGNATED FOR TURF REMOVAL.

Discussion ensued relative to the scope of the removal, aesthetics, watering methods, and possible park patron concerns over loss of usable space at the north entryway of the auditorium.

The General Manager stated that he had seen similar drought tolerant beautification projects and they were very attractive. He reminded the Board that project was time sensitive as the deadline to take advantage of the grant funds was November 2nd.

AT APPROXIMATELY 4:25 P.M. THE BOARD RECONVENED TO THE WEST ROOM FOR FURTHER DISCUSSION.

Director DeMarco had questions relative to how much water saving revenue would be realized by the District. Kathy Bell replied estimated that the District would see a 3 ½ % reduction overall.

The General Manager stated that ValleyCrest was ready to proceed with the project.

Director Maynard stated that the existing green turf was to be replaced by large planter boxes. He asked how many plants would be used. The General Manager replied that the amount of plants would be adequate and the result would be attractive.

President Kahlert added that the designated turf areas were currently non-utilized and were being replaced by low maintenance native plants and landscaping materials. This beautification project mimicked the current trend in many residential and business properties.

Director Casey had questions relative to whether or not boulders would be included as in the sample diagrams. Director Maynard replied that the photos showed samples at other locations and the proposal stated that boulders were not included.

Motion by Director Maynard, seconded by President Kahlert to proceed with staff recommendations for turf removal at the designated park locations with the stipulation that the District was reimbursed for 100% of the cost. Motion passed 4-0.

1. PARKS AND FACILITIES COMMITTEE REPORT RE: CANOPY OPENING CEREMONY

The General Manager reported that construction on the canopy was due for completion this week. Staff had originally proposed the date of November 14th for the dedication ceremony, however, that date was not available because it had been

reserved by a renter.

Discussion ensued relative to the materials used in the construction of the canopy, the final color of the roof and the best date to hold the Rush Park Canopy Dedication Ceremony. Omero Perez stated that the canopy was constructed of wood and the roof was made of sheet metal which was green on top and gray underneath.

President Kahlert and Director DeMarco stated they were unavailable on November 7th therefore the Board agreed to Saturday, November 21, 2015 at 10:00 a.m. for the Rush Park Canopy Structure Dedication Ceremony.

3. PARKS AND FACILITIES COMMITTEE REPORT RE: WINTER FESTIVAL

President Kahlert stated that the Winter Festival Committee had lots of great activities planned for the event and the wheels of progress were turning.

The General Manager reported that despite many timing and staffing challenges District staff had been hard at work planning the first annual Winter Festival Event. District staff has been collaborating with President Kahlert and recently hired event coordinator Maryam Ahmadinia to create a fun and memorable holiday experience for the entire community.

The General Manager agreed and stated that the RHA was interested in partnering with the District and he planned to meet with RHA President Mark Nitikman in order to obtain their organization's assistance with the considerable costs and planning responsibilities. He stated that the current estimated budget impact was \$8,100 for the winter festival. The Los Alamitos Youth Center had committed to donating a 9 ft. Christmas tree and sponsors were being sought for the holiday movie. Other sponsorship opportunities included the Holiday Home Tour Trolley, decorations and lighting and live reindeer. He passed around the draft sponsorship package prepared by Liz Deering and indicated that it was still in the preliminary phase.

Discussion ensued. Director DeMarco stated that Rossmoor was comprised of many real estate agents and builders—all of whom would make ideal sponsors. Director Maynard suggested Southland Credit Union, since they often sponsored similar events in the surrounding area. President Kahlert stated they were pressed for time. Director Casey had questions relative to which costs would be recurring. The General Manager stated that the majority of costs were recurring and sponsors would be needed on an ongoing basis. President Kahlert added that the Seal Beach Lions Club was sponsoring the beer garden. The General Manager stated that the outdoor electricity issue had been solved. President Kahlert had questions relative to the outdoor stage and tree lighting ceremony and whether or not permits were required. Discussion ensued relative to whether the middle school choirs should utilize the indoor stage in the auditorium. President Kahlert and Director Maynard opined that Santa should be indoors and the musical performances should be outdoors. Director Maynard also suggested approaching St. Hedwig regarding an elementary school choir performance.

The General Manager replied that they would continue to pursue additional sponsors and that the Event Coordinator, Maryam Ahmadinia had lined up some great volunteers. Director DeMarco requested that the final sponsorship package be emailed to the entire Board so they could assist with getting sponsors. He added

that the event was a great opportunity for students to earn service hours.

President Kahlert stated that he was optimistic about the success of the event. He added that in addition to the many activities there would also be a canned food drive and a toy drive. He added that he was glad that the RHA wanted to be part of the process.

Director DeMarco added that the Chamberlain Group had supplied a volunteer Santa at other events and could sponsor that attraction. Further discussion ensued relative to the beer garden logistics, security and the alcohol policy.

The General Manager stated that the sponsorship package was being designed to show the participants the value of their sponsorship. Once the packet was completed he would send it to all of the Board Members, as well as the RHA.

Motion by Director Maynard, seconded by President Kahlert to approve the \$8100 expenditure for the First Annual Rossmoor Winter Festival and proceed with the event planning; with direction to staff to work on the sponsorship package and continue to pursue additional sponsors. Motion passed 4-0.

D. CLOSED SESSION: None

E. ADJOURNMENT

Motion by Director Casey, seconded by Director DeMarco to adjourn the Special Meeting at 4:50 p.m.

**SUBMITTED BY:
James D. Ruth
General Manager**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: REVENUE & EXPENDITURE REPORT - SEPTEMBER, 2015

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for September, 2015.

BACKGROUND:

The Revenue & Expenditure Report is submitted on a monthly basis as an indication of the District's unaudited year-to-date revenues and expenses. Where appropriate, footnotes provide information which explains current anomalies.

ATTACHMENTS:

1. Revenue & Expenditure Report for the month of September, 2015.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 September 2015 @ 25%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	788,142.00	788,142.00	20,292.98	18,936.87	767,849.02	2.6
STREET LIGHT ASSESSMENTS	271,000.00	271,000.00	7,074.05	6,601.33	263,925.95	2.6
USE OF MONEY AND PROPERTY	2,500.00	2,500.00	0.00	0.00	2,500.00	0.0
OTHER GOVERNMENT AGENCIES	60,800.00	60,800.00	0.00	0.00	60,800.00	0.0
FEEES AND SERVICES	155,000.00	155,000.00	30,076.00	10,572.00	124,924.00	19.4
OTHER REVENUE	23,500.00	23,500.00	2,196.66	2,020.66	21,303.34	9.3
TRANSFER IN OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenues	1,300,942.00	1,300,942.00	59,639.69	38,130.86	1,241,302.31	4.6
Expenditures						
ADMINISTRATION	407,472.00	407,472.00	111,076.22	30,918.67	296,395.78	27.3
RECREATION	127,623.00	127,623.00	42,969.24	15,108.99	84,653.76	33.7
ROSSMOOR PARK	188,703.00	188,703.00	42,793.29	15,052.34	145,909.71	22.7
MONTECITO CENTER	77,694.00	77,694.00	18,779.91	6,023.99	58,914.09	24.2
RUSH PARK	205,098.00	205,098.00	45,280.30	14,788.46	159,817.70	22.1
STREET LIGHTING	105,580.00	105,580.00	18,036.65	9,037.27	87,543.35	17.1
ROSSMOOR WALL	2,100.00	2,100.00	2,000.00	0.00	100.00	95.2
STREET SWEEPING	55,580.00	55,580.00	9,159.60	4,581.75	46,420.40	16.5
PARKWAY TREES	110,181.00	110,181.00	11,404.99	2,454.27	98,776.01	10.4
MINI-PARKS, MEDIANS & TRIANGLE	15,029.00	15,029.00	2,905.44	1,604.42	12,123.56	19.3
Total Expenditures	1,295,060.00	1,295,060.00	304,405.64	99,570.16	990,654.36	23.5

Please note: Audit Adjustments have been entered.

**Audited Fund Balance
 at June 30, 2015**

\$ 690,844.00

REVENUE REPORT
SEPTEMBER 2015 @ 25%

Page: *2*
 11/3/2015
 4:10 pm

Rossmoor Community

For the Period: 7/1/2015 to 9/30/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES	788,142.00	788,142.00	20,292.98	18,936.87	0.00	767,849.02	2.6
ASSESSMENTS	271,000.00	271,000.00	7,074.05	6,601.33	0.00	263,925.95	2.6
USE OF MONEY AND PROPERTY	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
OTHER GOVERNMENT AGENCIES	60,800.00	60,800.00	0.00	0.00	0.00	60,800.00	0.0
FEES AND SERVICES	155,000.00	155,000.00	30,076.00	10,572.00	0.00	124,924.00	19.4
OTHER REVENUE	23,500.00	23,500.00	2,196.66	2,020.66	0.00	21,303.34	9.3
Dept: 00	1,300,942.00	1,300,942.00	59,639.69	38,130.86	0.00	1,241,302.31	4.6
Revenues	1,300,942.00	1,300,942.00	59,639.69	38,130.86	0.00	1,241,302.31	4.6
Grand Total Net Effect:	1,300,942.00	1,300,942.00	59,639.69	38,130.86	0.00	1,241,302.31	

EXPENDITURE REPORT
SEPTEMBER 2015 @ 25%

Rossmoor Community

For the Period: 7/1/2015 to 9/30/2015

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 10 - GENERAL FUND

Expenditures

Dept: 10 ADMINISTRATION

SALARIES AND BENEFITS	246,572.00	246,572.00	69,699.29	21,137.91	0.00	176,872.71	28.3
OPERATIONS AND MAINTENANCE	64,200.00	64,200.00	27,476.56	4,353.17	0.00	36,723.44	42.8
CONTRACT SERVICES	93,700.00	93,700.00	13,900.37	5,427.59	0.00	79,799.63	14.8
CAPITAL EXPENDITURES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0

ADMINISTRATION

407,472.00 407,472.00 111,076.22 30,918.67 0.00 296,395.78 27.3

Dept: 20 RECREATION

SALARIES AND BENEFITS	94,523.00	94,523.00	27,141.54	9,270.19	0.00	67,381.46	28.7
OPERATIONS AND MAINTENANCE	28,600.00	28,600.00	15,085.88	5,610.17	0.00	13,514.12	52.7
CONTRACT SERVICES	3,500.00	3,500.00	741.82	228.63	0.00	2,758.18	21.2
CAPITAL EXPENDITURES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0

RECREATION

127,623.00 127,623.00 42,969.24 15,108.99 0.00 84,653.76 33.7

Dept: 30 ROSSMOOR PARK

SALARIES AND BENEFITS	68,956.00	68,956.00	17,875.41	6,232.64	0.00	51,080.59	25.9
OPERATIONS AND MAINTENANCE	82,047.00	82,047.00	16,152.60	5,948.67	0.00	65,894.40	19.7
CONTRACT SERVICES	37,450.00	37,450.00	8,765.28	2,871.03	0.00	28,684.72	23.4
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0

ROSSMOOR PARK

188,703.00 188,703.00 42,793.29 15,052.34 0.00 145,909.71 22.7

Dept: 40 MONTECITO CENTER

SALARIES AND BENEFITS	51,989.00	51,989.00	13,719.28	4,409.17	0.00	38,269.72	26.4
OPERATIONS AND MAINTENANCE	18,405.00	18,405.00	3,375.35	1,103.79	0.00	15,029.65	18.3
CONTRACT SERVICES	7,250.00	7,250.00	1,685.28	511.03	0.00	5,564.72	23.2
CAPITAL EXPENDITURES	50.00	50.00	0.00	0.00	0.00	50.00	0.0

MONTECITO CENTER

77,694.00 77,694.00 18,779.91 6,023.99 0.00 58,914.09 24.2

Dept: 50 RUSH PARK

SALARIES AND BENEFITS	71,749.00	71,749.00	20,381.45	6,332.22	0.00	51,367.55	28.4
OPERATIONS AND MAINTENANCE	95,649.00	95,649.00	16,133.57	5,585.21	0.00	79,515.43	16.9
CONTRACT SERVICES	37,450.00	37,450.00	8,765.28	2,871.03	0.00	28,684.72	23.4
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0

RUSH PARK

205,098.00 205,098.00 45,280.30 14,788.46 0.00 159,817.70 22.1

EXPENDITURE REPORT
SEPTEMBER 2015 @ 25%

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Rossmoor Community

For the Period: 7/1/2015 to 9/30/2015
 Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	580.00	580.00	148.40	57.51	0.00	431.60	25.6
CONTRACT SERVICES	105,000.00	105,000.00	17,888.25	8,979.76	0.00	87,111.75	17.0
STREET LIGHTING	105,580.00	105,580.00	18,036.65	9,037.27	0.00	87,543.35	17.1
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL	2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	580.00	580.00	148.40	57.51	0.00	431.60	25.6
CONTRACT SERVICES	55,000.00	55,000.00	9,011.20	4,524.24	0.00	45,988.80	16.4
STREET SWEEPING	55,580.00	55,580.00	9,159.60	4,581.75	0.00	46,420.40	16.5
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	20,850.00	20,850.00	5,341.43	1,847.85	0.00	15,508.57	25.6
OPERATIONS AND MAINTENANCE	1,775.00	1,775.00	330.75	122.02	0.00	1,444.25	18.6
CONTRACT SERVICES	75,556.00	75,556.00	5,700.41	484.40	0.00	69,855.59	7.5
CAPITAL EXPENDITURES	12,000.00	12,000.00	32.40	0.00	0.00	11,967.60	0.3
PARKWAY TREES	110,181.00	110,181.00	11,404.99	2,454.27	0.00	98,776.01	10.4
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	979.00	979.00	233.59	72.04	0.00	745.41	23.9
OPERATIONS AND MAINTENANCE	9,800.00	9,800.00	1,758.13	493.11	0.00	8,041.87	17.9
CONTRACT SERVICES	4,150.00	4,150.00	913.72	300.04	0.00	3,236.28	22.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,029.00	15,029.00	2,905.44	865.19	0.00	12,123.56	19.3
Expenditures	1,295,060.00	1,295,060.00	304,405.64	98,830.93	0.00	990,654.36	23.5
Grand Total Net Effect:	-1,295,060.00	-1,295,060.00	-304,405.64	-98,830.93	0.00	-990,654.36	

REVENUE/EXPENDITURE REPORT
SEPTEMBER 2015 @ 25%

Rossmoor Community

For the Period: 7/1/2015 to 9/30/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
3000 Current Secured Property Taxes	719,100.00	719,100.00	0.00	0.00	0.00	719,100.00	0.0
3001 Current unsecured prop tax	23,000.00	23,000.00	17,457.46	17,457.46	0.00	5,542.54	75.9
3002 Prior secured property taxes	9,200.00	9,200.00	1,907.04	943.90	0.00	7,292.96	20.7
3003 Prior unsecured prop taxes	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
3004 Delinquent property taxes	510.00	510.00	0.00	0.00	0.00	510.00	0.0
3010 Current supplemental assessmnt	20,000.00	20,000.00	928.48	535.51	0.00	19,071.52	4.6
3020 Public utility tax	11,832.00	11,832.00	0.00	0.00	0.00	11,832.00	0.0
PROPERTY TAXES	788,142.00	788,142.00	20,292.98	18,936.87	0.00	767,849.02	2.6
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	271,000.00	271,000.00	7,074.05	6,601.33	0.00	263,925.95	2.6
ASSESSMENTS	271,000.00	271,000.00	7,074.05	6,601.33	0.00	263,925.95	2.6
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
USE OF MONEY AND PROPERTY	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,800.00	5,800.00	0.00	0.00	0.00	5,800.00	0.0
3305 County street sweep reimburse	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
OTHER GOVERNMENT AGENCIES	60,800.00	60,800.00	0.00	0.00	0.00	60,800.00	0.0
Acct Class: 34 FEES AND SERVICES							
3404 Court reservations	14,500.00	14,500.00	3,071.50	1,632.50	0.00	11,428.50	21.2
3405 Wall Rental	600.00	600.00	140.00	80.00	0.00	460.00	23.3
3406 Ball field reservations	26,000.00	26,000.00	7,526.00	264.00	0.00	18,474.00	28.9
3410 Rossmoor building rental	4,680.00	4,680.00	808.00	378.00	0.00	3,872.00	17.3
3412 Montecito building rental	25,220.00	25,220.00	1,894.50	266.50	0.00	23,325.50	7.5
3414 Rush Park Building Rental	84,000.00	84,000.00	16,636.00	7,951.00	0.00	67,364.00	19.8
FEES AND SERVICES	155,000.00	155,000.00	30,076.00	10,572.00	0.00	124,924.00	19.4
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	3,500.00	3,500.00	2,196.66	2,020.66	0.00	1,303.34	62.8
3502 Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
OTHER REVENUE	23,500.00	23,500.00	2,196.66	2,020.66	0.00	21,303.34	9.3
Dept: 00	1,300,942.00	1,300,942.00	59,639.69	38,130.86	0.00	1,241,302.31	4.6
Revenues	1,300,942.00	1,300,942.00	59,639.69	38,130.86	0.00	1,241,302.31	4.6
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensatn	9,000.00	9,000.00	2,500.00	800.00	0.00	6,500.00	27.8
4001 Salaries - Full-time	186,300.00	186,300.00	51,860.05	15,607.00	0.00	134,439.95	27.8
4003 Salaries - Overtime	3,672.00	3,672.00	1,498.50	243.16	0.00	2,173.50	40.8
4007 Vehicle Allowance	500.00	500.00	262.39	37.96	0.00	237.61	52.5
4010 Workers Compensation Insurance	2,600.00	2,600.00	792.75	220.29	0.00	1,807.25	30.5
4011 Medical Insurance	32,000.00	32,000.00	8,459.90	2,939.24	0.00	23,540.10	26.4
4015 Federal Payroll Tax -FICA	12,000.00	12,000.00	4,250.70	1,266.26	0.00	7,749.30	35.4
4018 State Payroll Taxes	500.00	500.00	75.00	24.00	0.00	425.00	15.0
SALARIES AND BENEFITS	246,572.00	246,572.00	69,699.29	21,137.91	0.00	176,872.71	28.3
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	13,200.00	13,200.00	12,391.95	500.00	0.00	808.05	93.9
5004 Memberships and Dues	6,400.00	6,400.00	1,845.30	52.71	0.00	4,554.70	28.8
5006 Travel & Meetings	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5007 Televised Meeting Costs	18,000.00	18,000.00	5,784.40	1,428.10	0.00	12,215.60	32.1

REVENUE/EXPENDITURE REPORT
SEPTEMBER 2015 @ 25%

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Rossmoor Community

For the Period: 7/1/2015 to 9/30/2015

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	7,200.00	7,200.00	1,854.03	0.00	0.00	5,345.97	25.8
5012 Printing	700.00	700.00	303.56	239.37	0.00	396.44	43.4
5014 Postage	2,000.00	2,000.00	111.10	0.00	0.00	1,888.90	5.6
5016 Office Supplies	7,200.00	7,200.00	2,333.11	980.94	0.00	4,866.89	32.4
5020 Telephone	1,500.00	1,500.00	445.16	172.52	0.00	1,054.84	29.7
5045 Miscellaneous Expenditures	5,500.00	5,500.00	1,887.41	848.62	0.00	3,612.59	34.3
5046 Bank Service Charge	1,000.00	1,000.00	520.54	130.91	0.00	479.46	52.1
OPERATIONS AND MAINTENANCE	64,200.00	64,200.00	27,476.56	4,353.17	0.00	36,723.44	42.8
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	35,000.00	35,000.00	4,995.00	2,070.00	0.00	30,005.00	14.3
5615 Financial Audit-Consulting	8,700.00	8,700.00	0.00	0.00	0.00	8,700.00	0.0
5670 Other Professional Services	50,000.00	50,000.00	8,905.37	3,357.59	0.00	41,094.63	17.8
CONTRACT SERVICES	93,700.00	93,700.00	13,900.37	5,427.59	0.00	79,799.63	14.8
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
CAPITAL EXPENDITURES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
ADMINISTRATION	407,472.00	407,472.00	111,076.22	30,918.67	0.00	296,395.78	27.3
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	51,000.00	51,000.00	14,948.84	6,460.12	0.00	36,051.16	29.3
4002 Salaries - Part-time	23,566.00	23,566.00	5,595.87	1,306.53	0.00	17,970.13	23.7
4003 Salaries - Overtime	3,713.00	3,713.00	1,339.17	31.60	0.00	2,373.83	36.1
4005 Salaries - Event Attendant	400.00	400.00	862.50	0.00	0.00	-462.50	215.6
4007 Vehicle Allowance	350.00	350.00	84.93	0.00	0.00	265.07	24.3
4010 Workers Compensation Insurance	1,080.00	1,080.00	320.46	89.05	0.00	759.54	29.7
4011 Medical Insurance	8,000.00	8,000.00	2,150.85	747.28	0.00	5,849.15	26.9
4015 Federal Payroll Tax -FICA	5,814.00	5,814.00	1,739.65	596.41	0.00	4,074.35	29.9
4018 State Payroll Taxes	600.00	600.00	99.27	39.20	0.00	500.73	16.5
SALARIES AND BENEFITS	94,523.00	94,523.00	27,141.54	9,270.19	0.00	67,381.46	28.7
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5010 Publications & Legal Notices	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5012 Printing	100.00	100.00	44.12	40.88	0.00	55.88	44.1
5014 Postage	150.00	150.00	8.42	0.00	0.00	141.58	5.6
5016 Office Supplies	1,000.00	1,000.00	342.82	71.39	0.00	657.18	34.3
5017 Community Events	18,000.00	18,000.00	7,361.60	5,325.38	0.00	10,638.40	40.9
5019 Fireworks	6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020 Telephone	1,800.00	1,800.00	445.16	172.52	0.00	1,354.84	24.7
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5048 Run Seal Beach Grant	0.00	0.00	683.76	0.00	0.00	-683.76	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	28,600.00	28,600.00	15,085.88	5,610.17	0.00	13,514.12	52.7
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	3,500.00	3,500.00	741.82	228.63	0.00	2,758.18	21.2
CONTRACT SERVICES	3,500.00	3,500.00	741.82	228.63	0.00	2,758.18	21.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
CAPITAL EXPENDITURES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
RECREATION	127,623.00	127,623.00	42,969.24	15,108.99	0.00	84,653.76	33.7
Dept: 30 ROSSMOOR PARK							

REVENUE/EXPENDITURE REPORT
SEPTEMBER 2015 @ 25%

Rossmoor Community

For the Period: 7/1/2015 to 9/30/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	38,760.00	38,760.00	8,975.57	2,938.66	0.00	29,784.43	23.2
4002 Salaries - Part-time	10,812.00	10,812.00	3,580.88	1,604.09	0.00	7,231.12	33.1
4003 Salaries - Overtime	2,244.00	2,244.00	811.63	159.79	0.00	1,432.37	36.2
4010 Workers Compensation Insurance	2,800.00	2,800.00	792.75	220.29	0.00	2,007.25	28.3
4011 Medical Insurance	10,000.00	10,000.00	2,656.94	923.11	0.00	7,343.06	26.6
4015 Federal Payroll Tax -FICA	4,080.00	4,080.00	1,021.24	359.27	0.00	3,058.76	25.0
4018 State Payroll Taxes	260.00	260.00	36.40	27.43	0.00	223.60	14.0
SALARIES AND BENEFITS	68,956.00	68,956.00	17,875.41	6,232.64	0.00	51,080.59	25.9
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5012 Printing	50.00	50.00	22.06	20.44	0.00	27.94	44.1
5014 Postage	50.00	50.00	2.85	0.00	0.00	47.15	5.7
5016 Office Supplies	900.00	900.00	171.41	35.69	0.00	728.59	19.0
5018 Janitorial Supplies	4,000.00	4,000.00	1,120.50	260.49	0.00	2,879.50	28.0
5020 Telephone	1,600.00	1,600.00	445.16	172.52	0.00	1,154.84	27.8
5022 Utilities	10,500.00	10,500.00	1,429.47	18.28	0.00	9,070.53	13.6
5023 Water	39,000.00	39,000.00	3,526.82	0.00	0.00	35,473.18	9.0
5025 SECURED PROP TAX	897.00	897.00	0.00	0.00	0.00	897.00	0.0
5030 Vehicle Maintenance	1,000.00	1,000.00	145.51	37.34	0.00	854.49	14.6
5032 Building & Grounds-Maintenance	22,000.00	22,000.00	9,182.54	5,654.03	0.00	12,817.46	41.7
5034 Alarm Systems	750.00	750.00	106.28	22.04	0.00	643.72	14.2
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	-272.16	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	82,047.00	82,047.00	16,152.60	5,948.67	0.00	65,894.40	19.7
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	33,000.00	33,000.00	7,965.00	2,655.00	0.00	25,035.00	24.1
5656 Tree Trimming	950.00	950.00	71.06	0.00	0.00	878.94	7.5
5670 Other Professional Services	3,500.00	3,500.00	729.22	216.03	0.00	2,770.78	20.8
CONTRACT SERVICES	37,450.00	37,450.00	8,765.28	2,871.03	0.00	28,684.72	23.4
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	250.00	250.00	0.00	0.00	0.00	250.00	0.0
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
ROSSMOOR PARK	188,703.00	188,703.00	42,793.29	15,052.34	0.00	145,909.71	22.7
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	32,640.00	32,640.00	7,362.31	2,419.14	0.00	25,277.69	22.6
4002 Salaries - Part-time	4,794.00	4,794.00	2,223.55	709.16	0.00	2,570.45	46.4
4003 Salaries - Overtime	1,224.00	1,224.00	557.54	99.99	0.00	666.46	45.6
4010 Workers Compensation Insurance	2,250.00	2,250.00	637.58	177.17	0.00	1,612.42	28.3
4011 Medical Insurance	8,100.00	8,100.00	2,149.77	746.92	0.00	5,950.23	26.5
4015 Federal Payroll Tax -FICA	2,856.00	2,856.00	774.57	246.51	0.00	2,081.43	27.1
4018 State Payroll Taxes	125.00	125.00	13.96	10.28	0.00	111.04	11.2
SALARIES AND BENEFITS	51,989.00	51,989.00	13,719.28	4,409.17	0.00	38,269.72	26.4
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5012 Printing	50.00	50.00	22.06	20.44	0.00	27.94	44.1
5014 Postage	50.00	50.00	2.85	0.00	0.00	47.15	5.7
5016 Office Supplies	900.00	900.00	171.41	35.69	0.00	728.59	19.0
5018 Janitorial Supplies	3,000.00	3,000.00	1,120.50	260.49	0.00	1,879.50	37.4
5020 Telephone	1,650.00	1,650.00	445.16	172.52	0.00	1,204.84	27.0
5022 Utilities	4,000.00	4,000.00	273.26	4.77	0.00	3,726.74	6.8
5023 Water	1,600.00	1,600.00	156.01	156.01	0.00	1,443.99	9.8

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Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5025 SECURED PROP TAX	755.00	755.00	0.00	0.00	0.00	755.00	0.0
5030 Vehicle Maintenance	1,000.00	1,000.00	145.51	37.34	0.00	854.49	14.6
5032 Building & Grounds-Maintenance	4,000.00	4,000.00	876.76	395.14	0.00	3,123.24	21.9
5034 Alarm Systems	400.00	400.00	161.83	21.39	0.00	238.17	40.5
5045 Miscellaneous Expenditures	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	18,405.00	18,405.00	3,375.35	1,103.79	0.00	15,029.65	18.3
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,300.00	3,300.00	885.00	295.00	0.00	2,415.00	26.8
5656 Tree Trimming	950.00	950.00	71.06	0.00	0.00	878.94	7.5
5670 Other Professional Services	3,000.00	3,000.00	729.22	216.03	0.00	2,270.78	24.3
CONTRACT SERVICES	7,250.00	7,250.00	1,685.28	511.03	0.00	5,564.72	23.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	50.00	50.00	0.00	0.00	0.00	50.00	0.0
CAPITAL EXPENDITURES	50.00	50.00	0.00	0.00	0.00	50.00	0.0
MONTECITO CENTER	77,694.00	77,694.00	18,779.91	6,023.99	0.00	58,914.09	24.2
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	38,760.00	38,760.00	8,975.57	2,938.66	0.00	29,784.43	23.2
4002 Salaries - Part-time	9,690.00	9,690.00	3,748.19	1,604.09	0.00	5,941.81	38.7
4003 Salaries - Overtime	2,040.00	2,040.00	879.14	159.80	0.00	1,160.86	43.1
4005 Salaries - Event Attendant	4,000.00	4,000.00	2,050.43	90.00	0.00	1,949.57	51.3
4010 Workers Compensation Insurance	2,600.00	2,600.00	792.75	220.29	0.00	1,807.25	30.5
4011 Medical Insurance	10,000.00	10,000.00	2,656.96	923.11	0.00	7,343.04	26.6
4015 Federal Payroll Tax -FICA	4,284.00	4,284.00	1,196.09	366.12	0.00	3,087.91	27.9
4018 State Payroll Taxes	375.00	375.00	82.32	30.15	0.00	292.68	22.0
SALARIES AND BENEFITS	71,749.00	71,749.00	20,381.45	6,332.22	0.00	51,367.55	28.4
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5012 Printing	250.00	250.00	22.06	20.44	0.00	227.94	8.8
5014 Postage	100.00	100.00	2.85	0.00	0.00	97.15	2.9
5016 Office Supplies	900.00	900.00	171.41	35.69	0.00	728.59	19.0
5018 Janitorial Supplies	4,000.00	4,000.00	1,123.84	261.26	0.00	2,876.16	28.1
5020 Telephone	1,800.00	1,800.00	445.16	172.52	0.00	1,354.84	24.7
5022 Utilities	29,000.00	29,000.00	5,576.49	2,170.02	0.00	23,423.51	19.2
5023 Water	31,000.00	31,000.00	3,815.82	0.00	0.00	27,184.18	12.3
5025 SECURED PROP TAX	3,349.00	3,349.00	0.00	0.00	0.00	3,349.00	0.0
5030 Vehicle Maintenance	1,000.00	1,000.00	145.52	37.36	0.00	854.48	14.6
5032 Building & Grounds-Maintenance	22,000.00	22,000.00	4,668.57	2,866.52	0.00	17,331.43	21.2
5034 Alarm Systems	750.00	750.00	161.85	21.40	0.00	588.15	21.6
5045 Miscellaneous Expenditures	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	95,649.00	95,649.00	16,133.57	5,585.21	0.00	79,515.43	16.9
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	33,000.00	33,000.00	7,965.00	2,655.00	0.00	25,035.00	24.1
5656 Tree Trimming	950.00	950.00	71.06	0.00	0.00	878.94	7.5
5670 Other Professional Services	3,500.00	3,500.00	729.22	216.03	0.00	2,770.78	20.8
CONTRACT SERVICES	37,450.00	37,450.00	8,765.28	2,871.03	0.00	28,684.72	23.4
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	250.00	250.00	0.00	0.00	0.00	250.00	0.0

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Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
CAPITAL EXPENDITURES		250.00	250.00	0.00	0.00	0.00	250.00	0.0
RUSH PARK		205,098.00	205,098.00	45,280.30	14,788.46	0.00	159,817.70	22.1
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	580.00	580.00	148.40	57.51	0.00	431.60	25.6
OPERATIONS AND MAINTENANCE		580.00	580.00	148.40	57.51	0.00	431.60	25.6
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	105,000.00	105,000.00	17,888.25	8,979.76	0.00	87,111.75	17.0
CONTRACT SERVICES		105,000.00	105,000.00	17,888.25	8,979.76	0.00	87,111.75	17.0
STREET LIGHTING		105,580.00	105,580.00	18,036.65	9,037.27	0.00	87,543.35	17.1
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL		2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	580.00	580.00	148.40	57.51	0.00	431.60	25.6
OPERATIONS AND MAINTENANCE		580.00	580.00	148.40	57.51	0.00	431.60	25.6
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	55,000.00	55,000.00	9,011.20	4,524.24	0.00	45,988.80	16.4
CONTRACT SERVICES		55,000.00	55,000.00	9,011.20	4,524.24	0.00	45,988.80	16.4
STREET SWEEPING		55,580.00	55,580.00	9,159.60	4,581.75	0.00	46,420.40	16.5
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4002	Salaries - Part-time	19,000.00	19,000.00	4,801.11	1,679.94	0.00	14,198.89	25.3
4003	Salaries - Overtime	0.00	0.00	61.97	0.00	0.00	-61.97	0.0
4007	Vehicle Allowance	400.00	400.00	106.32	39.39	0.00	293.68	26.6
4015	Federal Payroll Tax -FICA	1,250.00	1,250.00	372.03	128.52	0.00	877.97	29.8
4018	State Payroll Taxes	200.00	200.00	0.00	0.00	0.00	200.00	0.0
SALARIES AND BENEFITS		20,850.00	20,850.00	5,341.43	1,847.85	0.00	15,508.57	25.6
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	25.00	25.00	0.51	0.51	0.00	24.49	2.0
5014	Postage	300.00	300.00	1.42	0.00	0.00	298.58	0.5
5016	Office Supplies	200.00	200.00	32.06	6.50	0.00	167.94	16.0
5020	Telephone	1,000.00	1,000.00	296.76	115.01	0.00	703.24	29.7
5030	Vehicle Maintenance	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5051	Equipment Rental	50.00	50.00	0.00	0.00	0.00	50.00	0.0
OPERATIONS AND MAINTENANCE		1,775.00	1,775.00	330.75	122.02	0.00	1,444.25	18.6
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	69,608.00	69,608.00	4,500.44	0.00	0.00	65,107.56	6.5
5660	TREE REMOVAL	448.00	448.00	202.40	0.00	0.00	245.60	45.2
5670	Other Professional Services	5,500.00	5,500.00	997.57	484.40	0.00	4,502.43	18.1
CONTRACT SERVICES		75,556.00	75,556.00	5,700.41	484.40	0.00	69,855.59	7.5
Acct Class: 60 CAPITAL EXPENDITURES								

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Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 80 PARKWAY TREES							
Acct Class: 60 CAPITAL EXPENDITURES							
6015 Trees	12,000.00	12,000.00	32.40	0.00	0.00	11,967.60	0.3
CAPITAL EXPENDITURES							
	12,000.00	12,000.00	32.40	0.00	0.00	11,967.60	0.3
PARKWAY TREES							
	110,181.00	110,181.00	11,404.99	2,454.27	0.00	98,776.01	10.4
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	652.00	652.00	165.58	55.20	0.00	486.42	25.4
4003 Salaries - Overtime	61.00	61.00	16.84	2.12	0.00	44.16	27.6
4010 Workers Compensation Insurance	180.00	180.00	37.18	10.33	0.00	142.82	20.7
4015 Federal Payroll Tax -FICA	71.00	71.00	13.99	4.39	0.00	57.01	19.7
4018 State Payroll Taxes	15.00	15.00	0.00	0.00	0.00	15.00	0.0
SALARIES AND BENEFITS							
	979.00	979.00	233.59	72.04	0.00	745.41	23.9
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	500.00	500.00	148.29	57.46	0.00	351.71	29.7
5022 Utilities	800.00	800.00	160.48	51.26	0.00	639.52	20.1
5023 Water	7,000.00	7,000.00	1,152.73	384.39	0.00	5,847.27	16.5
5030 Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5032 Building & Grounds-Maintenance	1,000.00	1,000.00	296.63	0.00	0.00	703.37	29.7
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0
OPERATIONS AND MAINTENANCE							
	9,800.00	9,800.00	1,758.13	493.11	0.00	8,041.87	17.9
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	885.00	295.00	0.00	2,715.00	24.6
5656 Tree Trimming	500.00	500.00	23.68	0.00	0.00	476.32	4.7
5670 Other Professional Services	50.00	50.00	5.04	5.04	0.00	44.96	10.1
CONTRACT SERVICES							
	4,150.00	4,150.00	913.72	300.04	0.00	3,236.28	22.0
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES							
	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS							
	15,029.00	15,029.00	2,905.44	865.19	0.00	12,123.56	19.3
Expenditures							
	1,295,060.00	1,295,060.00	304,405.64	98,830.93	0.00	990,654.36	23.5
Net Effect for GENERAL FUND							
Change in Fund Balance:	5,882.00	5,882.00	-244,765.95	-60,700.07	0.00	250,647.95	-4,161.3

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Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	4,234.67	0.00	0.00	375,765.33	1.1
3101 Property assessments-prior yr	3,400.00	3,400.00	1,155.79	1,034.70	0.00	2,244.21	34.0
ASSESSMENTS	383,400.00	383,400.00	5,390.46	1,034.70	0.00	378,009.54	1.4
Dept: 00	383,400.00	383,400.00	5,390.46	1,034.70	0.00	378,009.54	1.4
Revenues	383,400.00	383,400.00	5,390.46	1,034.70	0.00	378,009.54	1.4
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
5618 Bond Validation	3,048.00	3,048.00	0.00	0.00	0.00	3,048.00	0.0
5619 Bond Trustee	3,048.00	3,048.00	3,047.50	0.00	0.00	0.50	100.0
CONTRACT SERVICES	26,096.00	26,096.00	3,047.50	0.00	0.00	23,048.50	11.7
Acct Class: 58 DEBT SERVICE							
5800 Principal	245,000.00	245,000.00	245,000.00	0.00	0.00	0.00	100.0
5801 Interest	106,485.00	106,485.00	57,040.00	0.00	0.00	49,445.00	53.6
DEBT SERVICE	351,485.00	351,485.00	302,040.00	0.00	0.00	49,445.00	85.9
RUSH PARK	377,581.00	377,581.00	305,087.50	0.00	0.00	72,493.50	80.8
Dept: 95 CONTINGENCY/RESERVES							
Acct Class: 59 RESERVES/CONTINGENCIES							
5720 Reserves	0.00	0.00	116.84	0.00	0.00	-116.84	0.0
RESERVES/CONTINGENCIES	0.00	0.00	116.84	0.00	0.00	-116.84	0.0
CONTINGENCY/RESERVES	0.00	0.00	116.84	0.00	0.00	-116.84	0.0
Expenditures	377,581.00	377,581.00	305,204.34	0.00	0.00	72,376.66	80.8
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	5,819.00	5,819.00	-299,813.88	1,034.70	0.00	305,632.88	-5,152.3
Change in Fund Balance:			-299,813.88				

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Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	87,700.00	87,700.00	0.00	0.00	0.00	87,700.00	0.0
3101 Property assessments-prior yr	780.00	780.00	255.42	228.66	0.00	524.58	32.7
ASSESSMENTS	88,480.00	88,480.00	255.42	228.66	0.00	88,224.58	0.3
Dept: 00	88,480.00	88,480.00	255.42	228.66	0.00	88,224.58	0.3
Revenues	88,480.00	88,480.00	255.42	228.66	0.00	88,224.58	0.3
Expenditures							
Dept: 65 ROSSMOOR WALL							
Acct Class: 56 CONTRACT SERVICES							
5619 Bond Trustee	2,640.00	2,640.00	2,640.00	2,640.00	0.00	0.00	100.0
CONTRACT SERVICES	2,640.00	2,640.00	2,640.00	2,640.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	70,000.00	70,000.00	70,000.00	0.00	0.00	0.00	100.0
5801 Interest	11,020.00	11,020.00	6,525.00	0.00	0.00	4,495.00	59.2
DEBT SERVICE	81,020.00	81,020.00	76,525.00	0.00	0.00	4,495.00	94.5
ROSSMOOR WALL	83,660.00	83,660.00	79,165.00	2,640.00	0.00	4,495.00	94.6
Expenditures	83,660.00	83,660.00	79,165.00	2,640.00	0.00	4,495.00	94.6
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL	4,820.00	4,820.00	-78,909.58	-2,411.34	0.00	83,729.58	-1,637.1
Change in Fund Balance:			-78,909.58				

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Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	87,738.00	87,738.00	0.00	0.00	0.00	87,738.00	0.0
PROPERTY TAXES		87,738.00	87,738.00	0.00	0.00	0.00	87,738.00	0.0
Dept: 00								
Revenues		87,738.00	87,738.00	0.00	0.00	0.00	87,738.00	0.0
Expenditures								
Dept: 30 ROSSMOOR PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	11,266.00	11,266.00	0.00	0.00	0.00	11,266.00	0.0
CAPITAL EXPENDITURES		11,266.00	11,266.00	0.00	0.00	0.00	11,266.00	0.0
ROSSMOOR PARK		11,266.00	11,266.00	0.00	0.00	0.00	11,266.00	0.0
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	35,000.00	35,000.00	1,401.77	1,401.77	0.00	33,598.23	4.0
CAPITAL EXPENDITURES		35,000.00	35,000.00	1,401.77	1,401.77	0.00	33,598.23	4.0
RUSH PARK		35,000.00	35,000.00	1,401.77	1,401.77	0.00	33,598.23	4.0
Dept: 75 CAPITAL PROJECTS								
Acct Class: 60 CAPITAL EXPENDITURES								
6051	Water Conservation Projects	29,000.00	29,000.00	15,548.19	9,104.91	0.00	13,451.81	53.6
CAPITAL EXPENDITURES		29,000.00	29,000.00	15,548.19	9,104.91	0.00	13,451.81	53.6
CAPITAL PROJECTS		29,000.00	29,000.00	15,548.19	9,104.91	0.00	13,451.81	53.6
Expenditures		75,266.00	75,266.00	16,949.96	10,506.68	0.00	58,316.04	22.5
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS		12,472.00	12,472.00	-16,949.96	-10,506.68	0.00	29,421.96	-135.9
Change in Fund Balance:				-16,949.96				
Grand Total Net Effect:		28,993.00	28,993.00	-640,439.37	-72,583.39	0.00	669,432.37	

**ROSSMOOR COMMUNITY SERVICES DISTRICT
FOOTNOTES - FINANCIAL REPORT
SEPTEMBER 2014
EXPENDITURES**

#1 Event Attendant
10-20-4005

Additional event attendants needed for Summer Movies and Concerts in the Park due to large turnouts. Will be adjusted in Amended Budget.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-3

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: QUARTERLY STATUS REPORT

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Quarterly Status Report is formatted to keep the Board informed of the current status of District goals and objectives. It is also intended that these reports convey status, priority and milestones in order to assist the Board in its decision making process and to better direct staff and resources.

ATTACHMENTS:

1. First Quarter FY 2015-16 Status Report.

FIRST QUARTER FY 2015-2016 STATUS REPORT

MISSION STATEMENT: The mission of the Rossmoor Community Services District is provide superior, cost-effective, services that enhance the quality of life for the residents of Rossmoor.

GOAL I—SAFETY: The District will use all possible means to ensure the safety of the community through the utilization of its public safety resources.

Objective 1: Meetings with County Sheriff The General Manager met or had discussions with members of the Orange County Sheriffs Department on several occasions during the quarter to discuss issues of public safety.

Objective 2: Meetings with OCFA No reportable issues.

Objective 3: Street Lighting The General Manager continued to work with the County of Orange and Southern California Edison Co. to explore additional street lighting on Montecito Rd. All groups involved are working together to resolve these issues for the safety of our residents.

GOAL II—FINANCIAL STABILITY: The District will maximize its available resources and ensure financial stability by maintaining a balanced budget and adhering to all applicable financial policies.

Objective 1: Grant Funds The Operations and Maintenance Department is in the process of receiving approval from the Golden State Water Co. grant application for the District's turf removal portion of the water conservation program.

Objective 2: Investments As a result of the low interest rates currently available, all of the District's idle funds are invested in LAIF. When the investment environment improves, recommendations for other investment opportunities will be presented to the Investment Committee.

Objective 3: Community Volunteers There are currently no District needs which have been identified as opportunities for volunteers. As these opportunities may arise, an effort will be made to seek out volunteer assistance.

Objective 4: User Fees Upon completion of the Rush Park shade structure, staff will reevaluate the current fees and make recommendations for an adjustment, as appropriate.

Objective 5: Fiscal Status The FY 2014-2015 Audit has been completed, reviewed by the Audit Committee and approved by the Board.

GOAL III—URBAN FOREST: The District will promote, protect and maintain a healthy urban forest in Rossmoor

Objective 1: Diversity of Parkway and Park Trees The District continues to plant a variety of parkway trees that are diverse in species, but which are also consistent with the planting of like species on a particular block or street.

Objective 2: Safety Trimming of Parkway Trees The District continues to work with Orange County Public Works toward the completion of safety and clearance trims. District trees are pruned on a four-year grid cycle with extra trims ordered by the District, as needed, for the thinning of older or trees with faster growing limbs and the shaping of young trees. The recent late summer/early fall heat waves, combined with drought conditions have caused a record number of limb and branch failures. OCPW and the District have worked together to remove fallen branches from sidewalks, streets and parkways.

Objective 3: Condition of Park and Parkway Trees

a. The condition of park and parkway trees continue to be monitored regularly for health, routine maintenance and safety issues and trees which cannot be properly or safely maintained are removed and replaced as necessary.

b. The District continues to water young trees that are not being watered by residents and established trees which have been affected by the drought and are not being watered by residents.

c. The White Alder trees in the District continue to be killed off by Phytophthora disease. Thus far, 46 trees have died and been removed since 2013. There is no cure for this disease.

d. Recently, a large Platanus Racemosa or ‘California Sycamore’ in Rossmoor was determined to have been infected by a newly discovered pest as the Polyphagous Shot Hole Borer. Discovered in 2012, this small beetle transmits fungal disease to trees. Emergency removal was necessary the tree and nearby trees will continue to monitored for signs of this devastating pest/disease complex.

GOAL IV—PROPERTY MAINTENANCE: The District will endeavor to ensure that all of its properties are maintained in a safe and proper working order.

Objective 1: Inspection of District Properties The Rush Park canopy project passed a second County inspection allowing further construction. Weather

permitting, estimated completion is expected sometime in late October. Staff is still in the process of obtaining estimates to re-stripe parking lots and ADA signage. New Rossmoor Park playground replacement parts have been installed.

Objective 2: Maintenance of District Properties District staff is still watering newly planted parkway trees throughout the district three times instead of twice a week. Montecito Center's interior was painted and the roll up automatic gate was repaired.. Also, all air conditioning units and sewer lines were serviced. The Rossmoor Park community center's carpets were cleaned. Rain gutters and French drains were cleaned at all facilities. Also, ValleyCrest continues to perform its functions in a satisfactory manner.

Objective 3: Maintenance Record Keeping ValleyCrest's monthly maintenance reports continue to be evaluated for conformance with contract requirements.

Objective 4: Water Conservation Based on mandatory water restrictions the District has programmed all the irrigation controllers to water turf areas twice per week. Golden State Water Company approved the removal of 50,000 sq feet for Rossmoor Park turf @ \$2 per sq foot for the first 3,000 sq feet and \$1 per sq foot of turf removed above that, up to a total limit of \$50,000. District staff is in the process of installing irrigation system components to eliminate water waste during main line breaks and is installing rotating nozzles for pop-up spray heads in all the parks. The installation of new irrigation components will provide precise water flows based on weather and will facilitate adjustments for periods of rain. Remote system access will also reduce wasted water and unscheduled site visits.

Objective 5: Best Practices for Conservation of Resources The District will continue to seek ways and solutions for best practices to save water and to maintain parks to keep them safe and esthetically pleasing for Rossmoor residents.

GOAL V—RECREATION: The District will endeavor to create a livable community and promote healthy lifestyles aimed at enhancing the quality of life through use of recreational activities

Objective 1: Special Events Recreation staff recently offered promotional materials at the Rush Park summer events. Planning is currently underway for the First Annual Rossmoor Winter Festival community event to be held at Rush Park on Friday, December 11th at 6 p.m. The Rossmoor Homeowners Association has graciously agreed to cosponsor the event. Many wonderful activities are planned. Also as part of the event, the District will once again be collecting toys and unused goods for the Orange County Sheriffs Department's Operation Santa Claus and Senior Santa and will also hold a canned food drive in cooperation with the Precious Life Shelter in Los Alamitos.

Objective 2: Recreation/Athletic Facilities Construction on the Rush Park shade structure is now complete. Final inspections were conducted on Monday November 2, 2015 and the Dedication Ceremony has been scheduled for November 21st at 10:00 a.m. The Rossmoor Park Community Center is currently being utilized daily by the Children's Garden Preschool and the Youth Center R.A.S.C.A.L.S. After-School program. Li'l Cottonwood Preschool is in session daily at the Montecito Center.

Objective 3: Accessibility of Recreation/Athletic Facilities Recreation staff is researching ideas for revenue sharing programs and class offerings to the community.

Objective 4: User Fees-Recreation/Athletic Facilities Recreation staff is currently in the process of negotiating Contract Services Agreements (CSA's) for commercial use of District Property.

GOAL VI—COMMUNICATION: The District will expand upon the availability of information to Rossmoor residents by communicating important and timely information.

Objective 1: District Website/Social Media Additions include a New "Ultimate Free Speech Zone" Board Meeting Banner, Holiday Events (*including the 1st Annual Winter Festival, School Ghoul 5K Run, Holiday Home Tour, Toy Drive, etc.*), West Nile Virus, El Nino Preparation Tips, new Quick Links for the Preschool Programs, Lost Pets and the latest board meeting agendas and video links.

According to Board direction and as part of the District's 5 year IT Strategic Plan, we are in the process of replacing our proprietary RCSR software with a modern, cloud based platform known as RecDesk. The old RCSR program is incompatible with the new server and is not fully functional. Migration to RecDesk will improve communication and service to our community by modernizing the user permit, invoicing and reporting process to a contemporary, cloud based platform.

We are also designing the new RecDesk Community Web Portal. This enhancement to our website will streamline and reorganize the application process for Facility Rentals, picnic reservations, tennis and recreation programming. Specific photos highlighting facilities, picnic sites and corresponding amenities will improve renter's ability to choose the best venue for their event. We are currently in the training and evaluation process of the migration and will keep the Board updated regarding progress. Additional website improvements are planned for the future.

Objective 2: Quarterly Newsletter The fall edition of the newsletter was sent and emailed in early October. The publication covered several timely and popular topics. Articles addressed the District's new Commercial Fitness Guidelines, The Great Shakeout Town Hall Meeting, Rossmoor Park's new Children's Garden

preschool, R.A.S.C.A.L.S. After School Program and included contact information, as well as holiday events and tree care tips. The newsletter continues to receive positive feedback and new e-subscribers. It also drives significant web traffic to the District website.

Objective 3: Community Input E-blasts were sent and banners were created to promote the First Annual Rossmoor Winter Festival. The announcement was also incorporated in to the RCSD Quarterly Newsletter. Social Media Campaigns (i.e. *Avoid Citation Aggravation*) and post sharing have generated reciprocity as well as positive community feedback. We continue to receive inquiries and communications from the public via our website contact form.

Objective 4: Promotion of District Programs The District's newsletter, e-blasts, flyers, brochures, signs, banners, website posts, and social media continue to be successfully utilized in the promotion of District programs and events and have proven to be budget-friendly and effective. Colorful new banners have been ordered to increase awareness and encourage participation at District Board Meetings. The banners will be posted on the Signature wall and on our website.

At the request of the District Tree Committee our "About Us" brochures continue to be distributed to new residents and prospective homebuyers, in partnership with local realtors, in an effort to educate new residents regarding our tree policy, help further define Rossmoor as a unique community and familiarize people with our special district.

Senator Janet Nguyen's office requested a wooden plaque containing the RCSD logo to hang in the Senator's new office. The plaque will debut during the open house event and will continue to be prominently featured on her office wall alongside neighboring cities.

GOAL VII—COOPERATIVE RELATIONSHIPS: The District will endeavor to work closely with other local, state and federal agencies.

Objective 1: Los Alamitos School District The General Manager has met or had discussions on several occasions with LAUSD during the quarter to discuss matters of general interest.

Objective 2: Neighboring Jurisdictions The General Manager has met or had discussions with officials from the Cities of Los Alamitos and Seal Beach on several occasions to discuss matters of general interest.

Objective 3: County of Orange The General Manager has met or had discussions with the County Supervisor's office and LAFCO Board members and staff on several occasions to discuss matters of general interest.

GOAL VIII—NEW INITIATIVES: The District will evaluate new initiatives as they come to the attention of the Board.

Objective 1: Community Concerns The General Manager has met with residents on various issues including parking, traffic, and street sweeping issues which did not rise to a level requiring Board action.

Objective 2: Report to the Community The community is kept apprised of community issues through Reports to the Board as a part of the District's Committee meetings, monthly Board meetings, the District's website and through dissemination of the Quarterly Newsletter, email blasts and social media.

GOAL IX—CLEAN STREETS: The District will effectively manage street sweeping operations in the community.

Objective 1: Regular Street Sweeping The District's street sweeping contract with the R.F. Dickson Co. remains in place with no reportable issues.

Objective 2: Street Sweeping Enforcement No reportable action.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-4

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: QUARTERLY RECREATION REPORT

RECOMMENDATION:

Receive report.

BACKGROUND:

Attached is the Quarterly Recreation Report for the 1st Quarter of the 2015-2016 Fiscal Year. This report is intended to provide the Board with the status of the activities and programs being performed in the furtherance of the District's recreation program. The report was prepared by the District's Recreation Coordinator, Chris Argueta.

ATTACHMENTS:

1. Quarterly Recreation Report.

RCSD RECREATION DEPARTMENT

QUARTERLY REPORT TO THE BOARD

November 2015

SUMMARY

As the District's Recreation Department wraps up its full summer schedule, Recreation staff reflects on another successful summer of Movies, Concerts and Shakespeare in the Park events. 2015 marked the fifteenth summer of offering free movies in the park events at Rush Park and with each year, the popularity of the event seems to grow. As a result, Recreation staff continues to look for ways to improve event offerings and staffing needs.

Some of the recent accomplishments completed by the Recreation Department include:

- Overseeing the conclusion of the 2015 summer event series at Rush Park
- Conclusion of the Youth Center's Rossmoor Park Summer Day Camp program
- Purchasing equipment with funds awarded by the Run Seal Beach Grant Committee
- Annual 4th of July Fireworks Spectacular held at the Joint Forces Training Base
- Opening of pre-school program and Rossmoor Park Community Room
- Opening of the Rossmoor Park Community Room for an Afterschool Program
- Commencement of monthly Community Festival meetings

Summer Movies, Concerts and Shakespeare in the Park events were once again highly attended by the community. Popular new movie releases including *Paddington*, *Big Hero 6* and *Alexander and the Terrible, Horrible, No Good, Very Bad Day* proved to draw a large crowd. Recreation staff provided free pre-movie themed activities for each movie. Activities included movie themed arts and crafts, tag games; potato sack races and a water balloon toss as well as bounce houses. Movie attendance levels ranged from 550 guests to over 1,500.

District Concerts in the Park events once again produced high attendance levels. Rossmoor's residents enjoyed some great music this summer; *Robby Armstrong* opened the summer concert series in June. July's performance of the *King Salmon Band* and *The Elm Street Band* in August rocked the stage and had guests on their feet throughout the evening. As an effort to increase attendance levels, District staff has opted to book popular local bands that fit within the District's special event budget.

Shakespeare in the Park events included the theatrical performances of *The Tempest* and *As You Like It*. As with every year, these events are highly attended and enjoyed by all.

The Youth Center's Rossmoor Park Summer Day Camp recently ended their 10 week program for their 27th summer at Rossmoor Park. On average, 115 youth enjoyed daily arts and crafts, outdoor activities, special events, field trips, tournaments and contests. Under the direction of two new highly motivated Directors, the Youth Center had one of its busiest summers to date. Recreation staff worked closely with Youth Center Directors and staff to address park and facility cleanliness and participants' safety. A post-summer meeting took place between Youth Center and District staff to recommend improvements for future years'. A plan will be incorporated into a Cooperative Programming Agreement which will designate responsibilities of each organization.

Recreation staff recently received several recreation items courtesy of the Run Seal Beach grant. Items include an air hockey table, basketballs, volleyballs, tennis equipment, baseball equipment, table games and arts and crafts. Items were utilized by the Youth Center during the summer and are now being utilized by youth afterschool. This is the third consecutive year the RCSD and Youth Center have been awarded grant funds adding to recreational equipment offerings available to the community. Additionally, the

District has received an increase in Community Room rentals from patrons requesting use of the equipment for children's birthday parties.

Each year the RCSD contributes a donation of \$6,000 to the Annual 4th of July Fireworks Spectacular held at the Joint Forces Training Base. As an event stakeholder, RCSD receives a vendor space to setup the RCSD booth at the VIP staging area. District Recreation staff was present at this year's event to promote summer events and collect park use surveys. This is the third year the event has taken place on the Tarmac resulting in record attendance.

The Children's Garden pre-school program at Rossmoor Park Community Room is a parent participation program that believes that children learn best through play. The program serves children ages 3-5 and believes that each adult and child is valuable as an individual and capable of reaching his or her potential when supported and encouraged. Parent and teacher cooperation is an important part of this program and an integral part of a child learning. With many years of teaching experience the program is lead by a great group of individuals that keep the children entertained and learning at all times.

The community room has been highly used by students stopping by after school. Due to the increase, RCSD and the Youth Center have collaborated to provide an afterschool program for LAUSD students in grades Kindergarten through 5th. The after school program R.A.S.C.A.L.S (Rossmoor After School Club & Academic Learning Services) provides a fun and safe environment for children to participate in fun activities and also get help with homework. There is great weekly or daily rates and opportunity for possible scholarships also available.

September marked the commencement of monthly Community Festival meetings with the Festival planning committee. This marks the fourth year for the same committee members partaking in the event planning process. Items discussed include areas for improvement such as additional volunteers, additional sponsors, setup/cleanup, etc. The Rossmoor Homeowners Association will ask for the RCSD's continued support including stage rental and staffing.

Recreation staff is currently working on the following projects:

- Coordination of the Annual School Ghoul Event at Rush Park
- Preparing quotes for a Rossmoor Winter Festival
- Offering the District's 3rd Annual Holiday Toy Drive

The 4th Annual School Ghoul Event was held on Sunday, October 11, 2015. The Board previously approved utilization of Rush Park as early as 6:00AM for the start and finish line. The annual event is a fundraiser for LAUSD schools and promotes health and wellness in the community. The Directors of the School Ghoul event continue to provide RCSD staff with all required documentation and permitting requirements. Recreation staff will work closely with the Directors until the event to insure day-of-event requirements are met. Recreation staff is scheduled to be on-site the morning of the event.

The increasing popularity of RCSD's summer events has contributed to the idea of providing a great holiday event for the community to enjoy. The RCSD staff has been looking into many different options and possibilities for fun activities to provide at such an event. Some of the possible activities that have are being considered are, a tree lighting ceremony with local school choirs providing some entertainment for the ceremony. Also having classic holiday characters present and having art and crafts for children. Other ideas are to collaborate with the Orange County Sheriff's Department for their Annual Operation Santa Claus Toy Drive and having food drive with donations being given to a local shelter. This could be a great holiday event for all to enjoy and many years to come.

In collaboration with the Rossmoor Homeowners Association and the Orange County Sheriff's Department, the District's Recreation Department will once again conduct its 4th Annual Holiday Toy drive within District facilities. Due to the large number of items received during the first three (3) years of offering such a program, the above organizations would like to partner together once again for a great cause. Recreation staff will be coordinating suggestions for donations with the OCSD and promotion with the RHA.

Future projects Recreation staff would like to be implemented:

- Offer additional events or collaborate with existing events to provide recreational offerings
- Reduce special event costs by securing sponsors and utilizing volunteers

Respectfully Submitted By

Chris Argueta, RCSD Recreation Coordinator

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-5

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: QUARTERLY TREE REPORT

RECOMMENDATION:

Receive report.

BACKGROUND:

Attached is the Quarterly Tree Report for the 1st Quarter of the 2015-2015 Fiscal Year. This report is intended to provide the Board with the status of the work being performed in the maintenance and preservation of the community's urban forest. The report was prepared by the District's Tree Consultant, Mary Kingman.

ATTACHMENTS:

1. Quarterly Tree Report.

2015/ 2016 Tree Trimming, Planting and Removals

Month	Safety Trim	Small Trim	Medium Trim	Large Trim	Small Tree Removal	24" Box Plant	Sp 24" or 36" Box Plant	Tree & Stump Removal	In House S/Request
July-15	35				2		1		36
August-15			22	28	1			8	31
September-15	1				7			22	75
1st Quarter Totals	36	0	22	28	10	0	1	30	142
October-15									
November-15									
December-15									
2nd Quarter Totals									
January-16									
February-16									
March-16									
3rd Quarter Totals									
April-16									
May-16									
June-16									
4th Quarter Totals									
FY 2014/2015 Totals									

CURRENT ACTIVITIES

Key: C=Complete I/P=In Progress On/G=Ongoing P=Pending

STATUS

WCA

Replacement Plantings	On/G
Vacant Site Planting	P
Removal of Dead White Alder trees in parks	On/G
Grid #1 Maintenance Trims	I/P
Off-Grid Maintenance Trims	I/P

OCPW

Tree Removals	I/P
County Safety Trims	I/P

RCSD

Tree Watering	On/G
Small Branch Pruning - Sucker Growth, etc.	On/G

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-6

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: LONG TERM/NON PROFIT USER PERMIT RENEWALS FOR USE OF DISTRICT PROPERTY

RECOMMENDATION:

Receive report.

BACKGROUND:

Policy No. 6020 District Parks and Facilities - Long Term Use requires that the General Manager inform the Board of annual renewals of long term User Permits. Attached is a list of pending renewals for the month of January, 2016. Each applicant is considered worthy of the granting a renewed User Permit.

ATTACHMENTS:

1. List of Pending Long Term User Permit Renewals for the Month of January, 2016
2. Policy No. 6020 District Parks and Facilities - Long Term Use.

LIST OF PENDING LONG TERM/NON PROFIT USER PERMIT
RENEWALS FOR 2016

1. CALVARY CHAPEL – January to December – Wednesdays & Sundays – Auditorium, East & West Room
(They have rented our facility since 2007, bringing in revenue of approximately \$30,650.00 per year – attendance under 100)
2. GOND CHURCH – January to December – Sundays only – Auditorium, East & West Room
(They have rented our facility since 2013, bringing in revenue of approximately \$16,300.00 per year – attendance under 100)
3. AL-ANON – January to December – Mondays, Tuesdays & Wednesdays – East Room Only
(They have rented our facility since 2010, bringing in revenue of approximately \$1,600.00 per year – attendance 15 to 20)

Rossmoor Community Services District**Policy****No. 6020**

DISTRICT FACILITIES – LONG-TERM USE

6020.10 Long-Term Use Defined: Long-term use shall be limited to between six and twelve months. User Requests which do not exceed four days in each month and four hours in each day may be authorized by the General Manager. The use of fields shall not exceed 6 consecutive calendar months. User Permits which exceed these limitations will require Board approval.

6020.20 Community Benefit Required: Long-term use of District facilities will be authorized only when there is a benefit to the community.

6020.30 Use Greater Than 12 Months: The fixed period of time for long-term use shall be no more than twelve calendar months. Use beyond this time period will require the filing of a new application and approval consistent with the original approval criteria. The General Manager shall notify the Board of each renewal of a long term use request after the first year.

6020.40 User Fees and Deposits: See Policy No. 6015 Establishment of Fees and Charges for the Use of District Parks, Buildings and Facilities for the long-term use of District facilities.

Adopted: September 14, 1994
Approved renumbering & format: October 8, 2002
Reaffirmed: December 10, 2002
Amended: July 13, 2004
Amended: August 12, 2008
Readopted by Ordinance 2014-01: January 14, 2014

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: RESOLUTION NO. 15-11-10-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER & WINE) AT THE ROSSMOOR WINTER FESTIVAL

RECOMMENDATION:

Approve Resolution No. 15-11-1-01 authorizing the dispensing of alcohol (beer and wine) at the first annual Rossmoor Winter Festival on December 11, 2015.

BACKGROUND:

At your meeting of February 10, 2015, you approved Ordinance No. 2015-01 and revision of Policy No. 6011 which authorized the dispensing and consumption of beer and/or wine at community events with approval of the Board by resolution. At your special meeting of October 26, 2015, you approved the adjusted budget, activities plan, draft sponsorship package and scope of events presented by staff for the Rossmoor Winter Festival. One of the planned activities included a beer garden run by the Seal Beach Lions Club, a non-profit group.

The Seal Beach Lions Club is now requesting Board approval for the consumption of beer and wine at the upcoming Winter Festival on December 11, 2015 in Rush Park. In order for the Winter Festival to include the dispensing and consumption of alcohol, the Seal Beach Lions Club must first receive approval from the Board in the form of a resolution approving the dispensing and consumption of beer at this year's event.

The draft resolution prepared by General Counsel is attached. Upon the Board's approval of the resolution, the Seal Beach Lions Club will be responsible for meeting all ABC and other agency requirements prior to issuance of the User Permit for the event.

ATTACHMENTS:

1. Resolution No. 15-11-10-01.

RESOLUTION 15-11-10-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER AND WINE) AT THE DECEMBER 11, 2015 ROSSMOOR WINTER FESTIVAL

WHEREAS, the Rossmoor Community Services District did at their meeting on February 10, 2015 approve Ordinance No. 2015-01 codifying Policy No. 6011 which permits the possession and consumption of alcohol (beer and wine) at community events with approval of the Board by resolution.

WHEREAS, the possession and consumption of alcohol at a community event requires approval by the Board by resolution for each community event.

WHEREAS, the Board, at their October 26, 2015 Special Meeting, approved in concept, a beer garden attraction to be managed by the non-profit group, the Seal Beach Lions Club at the December 11, 2015 Rossmoor Winter Festival event at Rush Park.

WHEREAS, in accordance with Ordinance No. 2015-01, the Seal Beach Lions Club has requested approval for the possession and consumption of beer and wine at the Rossmoor Winter Festival.

WHEREAS, the Board of Directors desires to approve this request, subject to the conditions stated herein.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rossmoor Community Services District, that the possession, consumption and dispensing of beer and wine at the Rossmoor Winter Festival on December 11, 2015 is hereby authorized, provided, however, that the Seal Beach Lions Club first obtain any and all required licenses from the Alcohol Beverage Control Board and present the same to the General Manager at least 30 days prior to December 11, 2015, and thereafter comply with all applicable laws, rules, regulations, and ordinances regarding alcoholic beverages and the use of District Property, and maintain in full force and effect general liability insurance naming the District as an additional insured in an amount of not less than \$1,000,000.00.

PASSED AND ADOPTED this 10th day of November, 2015

**BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: _____
William Kahlert, President

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: November 10, 2015

To: Honorable Board of Directors

From: General Manager

Subject: RESOLUTION NO. 15-11-10-02 COMMUNITY SERVICES DISTRICT SUPPORTING THE LITIGATION FILED BY THE CITIES OF SEAL BEACH AND LONG BEACH AND URGING THE ORANGE COUNTY TRANSPORTATION AUTHORITY TO CONDUCT AN ADEQUATE ENVIRONMENTAL REVIEW

RECOMMENDATION:

Approve Resolution No. 15-11-10-02 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT SUPPORTING THE LITIGATION FILED BY THE CITIES OF SEAL BEACH AND LONG BEACH AND URGING THE ORANGE COUNTY TRANSPORTATION AUTHORITY TO CONDUCT AN ADEQUATE ENVIRONMENTAL REVIEW

BACKGROUND:

At their April 15, 2015 meeting, the Orange County Transportation Authority (OCTA) voted to be the lead agency for the I-405 Improvement Project. In doing so, OCTA approved the environmental review process required by CEQA. The cities of Seal Beach and Long Beach are legally challenging the adequacy of that review. The City of Los Alamitos has adopted a resolution in support of that action and the City of Huntington Beach has authored a letter opposing the current design of the project stating that, "it will be evaluating its remedies".

Both the Cities of Seal Beach and Los Alamitos are asking that the District also adopt a resolution of support. Attached are documents from those cities and a draft resolution prepared by General Counsel for the Board's review and consideration. Director Casey has been involved as the Board's representative for the OCTA's development and adoption of the project and has expressed his support of those cities' actions.

ATTACHMENTS:

1. Draft Resolution No. 15-11-10-02.
2. City of Los Alamitos Resolution No. 2015-22 Supporting the Litigation Filed by the City of Seal Beach and Long Beach and Urging the Orange County Transportation Authority to Conduct an Adequate Environmental Review.
3. Petition for Writ of Mandate City of Seal Beach v. State of California Department of Transportation; Orange County Transportation Authority; and Does 1-10.
4. Letter date August 18, 2015 from the City of Huntington Beach in Opposition to the I-405 Improvement Project as Currently Designed.

RESOLUTION NO. 15-11-10-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT, COUNTY OF ORANGE, STATE OF CALIFORNIA, SUPPORTING THE LITIGATION FILED BY THE CITIES OF SEAL BEACH AND LONG BEACH AND URGING THE ORANGE COUNTY TRANSPORTATION AUTHORITY TO CONDUCT AN ADEQUATE ENVIRONMENTAL REVIEW

WHEREAS, the Rossmoor Community Services District (“District”) is a district duly organized and existing under and pursuant to the Community Services District Law, Section 61000 *et seq.* of the California Government Code; and

WHEREAS, in April, 2015 the Orange County Transportation Authority (OCTA) Board of Directors voted to take the lead in implementing the I-405 Improvement project to expand the 405 Freeway to add additional lanes, including express lanes, between SR-73 and I-605; and

WHEREAS, the OCTA Board of Directors took this action before the environmental studies for the project had been completed; and

WHEREAS, the project will create a bottleneck at the I-405/I-605 interchange where the lanes narrow as the lanes reach the Los Angeles County line; and

WHEREAS, the environmental impacts will be felt by the community of Rossmoor, as well as, other jurisdictions along the I-405 corridor; and

WHEREAS, the environmental analysis that was conducted for the project does not comply with CEQA on a number of grounds and the OCTA began implementing the project before the analysis was completed and before the environmental impact report was certified; and

WHEREAS, the cities of Seal Beach and Long Beach have both filed lawsuits challenging the expansion project under CEQA; and

WHEREAS, the Rossmoor Community Services District Board of Directors wishes to convey to OCTA and Caltrans that the cities of Seal Beach and Long Beach are not alone in their opposition to the project.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The Board of Directors of the Rossmoor Community Services District hereby expresses its support for the cities of Seal Beach and Long Beach in their CEQA litigation against OCTA and Caltrans.

SECTION 2. The Board of Directors of the Rossmoor Community Services District hereby demands that OCTA and Caltrans comply with their obligations to comply with CEQA and fully identify the impacts of the project and mitigate such impacts.

SECTION 3. The General Manager shall send a copy of this Resolution to the OCTA and Caltrans, as well as, to the cities of Seal Beach and Long Beach.

SECTION 4. Effective Date.

This Resolution shall become effective immediately.

Adopted by the Rossmoor Community Services District Board of Directors this 10th day of November, 2015 by the following votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

William Kahlert, President
Rossmoor Community Services District

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District

EXHIBIT "A"

Policy No. 4030
BOARD REMUNERATION AND REIMBURSEMENT

(see attached)

RESOLUTION NO. 2015-22**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SUPPORTING THE LITIGATION FILED BY THE CITIES OF SEAL BEACH AND LONG BEACH AND URGING THE ORANGE COUNTY TRANSPORTATION AUTHORITY TO CONDUCT ADEQUATE ENVIRONMENTAL REVIEW**

WHEREAS, in April 2015 the Orange County Transportation Authority ("OCTA") Board of Directors voted to take the lead on implementing the I-405 Improvement Project to expand the 405 Freeway to add additional lanes, including express lanes, between SR-73 and I-605; and,

WHEREAS, the OCTA Board of Directors took this action before the environmental studies for the project had been completed; and,

WHEREAS, the project will create a bottleneck at the I-405/I-605 interchange where the lanes narrow as they reach the Los Angeles County border; and,

WHEREAS, the environmental impacts will be felt by the City of Los Alamitos, as well as by other cities along the I/405 corridor; and,

WHEREAS, the environmental analysis that was done for the project does not comply with CEQA on a number of grounds, and the OCTA began implementing the project before the analysis was completed and before the final environmental impact report was certified; and,

WHEREAS, the cities of Seal Beach and Long Beach have both filed lawsuits challenging the expansion project under CEQA; and,

WHEREAS, the City Council of the City of Los Alamitos is in strong opposition to the project and believes that adequate CEQA review must be conducted, and that decisions on the project should be made after that process is completed; and,

WHEREAS, the City Council of the City of Los Alamitos wishes to convey to OCTA and Caltrans that Seal Beach and Long Beach are not alone in their opposition to the project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of Los Alamitos hereby expresses its support for the cities of Seal Beach and Long Beach in their CEQA litigation against OCTA and Caltrans.

SECTION 2. The City Council of the Los Alamitos hereby demands that Caltrans and OCTA comply with their obligations to comply with CEQA and fully identify the impacts of the project and mitigate such impacts.


SECTION 3. The City Clerk shall send a copy of this Resolution to Caltrans and the OCTA as well as to the cities of Long Beach and Seal Beach.

SECTION 4. This Resolution shall take effect immediately.


PASSED, APPROVED, AND ADOPTED this 24th day of August, 2015.

ATTEST:


Richard D. Murphy, Mayor


Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:


Cary S. Reisman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing resolution was adopted at an adjourned regular meeting of the City Council held on the 24th, day of August, 2015, by the following vote, to wit:

AYES: COUNCILMEMBERS: Murphy, Edgar, Grose, Hasselbrink, Kusumoto

NOES: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None


Windmera Quintanar, CMC, City Clerk

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

07/16/2015 at 03:32:13 PM

Clerk of the Superior Court
By Olga Lopez, Deputy Clerk

1 CRAIG A. STEELE (Bar No. 162523)
 CITY ATTORNEY
 2 CITY OF SEAL BEACH

3 RICHARDS, WATSON & GERSHON
 A Professional Corporation
 4 GINETTA L. GIOVINCO (Bar No. 227140)
 ggiovinco@rwglaw.com
 5 STEPHEN D. LEE (Bar No. 270821)
 355 South Grand Avenue, 40th Floor
 6 Los Angeles, California 90071-3101
 Telephone: 213.626.8484
 7 Facsimile: 213.626.0078

8 Attorneys for Petitioner
 CITY OF SEAL BEACH

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

13 CITY OF SEAL BEACH,

14 Petitioner,

15 v.

16 STATE OF CALIFORNIA DEPARTMENT
 OF TRANSPORTATION; ORANGE
 COUNTY TRANSPORTATION
 17 AUTHORITY; and DOES 1-10,

18 Respondents.

19 ORANGE COUNTY TRANSPORTATION
 20 AUTHORITY; and ROES 11-20,

21 Real Parties in Interest.

30-2015-00799223-CU-WM-CXC

Case No.

Judge Robert J. Moss

CX-102

PETITION FOR WRIT OF MANDATE

**(California Environmental Quality Act
 [CEQA] Pub. Res. Code § 21000, et seq.;
 Code of Civ. Proc. §§ 1085, 1094.5)**

[Exempt from filing fees pursuant to Govt. Code § 6103]

RWG RICHARDS | WATSON | GERSHON
 ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

PETITION FOR WRIT OF MANDATE

1 Petitioner, City of Seal Beach (the “City”), alleges as follows:
2

3 **INTRODUCTION**

4 1. This lawsuit challenges the discretionary actions of the State of California
5 Department of Transportation (“Caltrans”) to certify and approve the Final Environmental
6 Impact Report/Environmental Impact Statement, State Clearinghouse No. 2009091001 (the
7 “EIR”), to adopt associated findings and a statement of overriding considerations, and to
8 approve the San Diego Freeway I-405 Improvement Project (the “Project”), which is
9 funded in the majority by respondent and real party in interest Orange County
10 Transportation Authority (“OCTA”), which likewise already has taken discretionary actions
11 in furtherance of the Project.

12 2. The City alleges that Caltrans’ certification of the EIR, and Caltrans’ and
13 OCTA’s discretionary actions in furtherance of the Project, violate multiple provisions of
14 the California Environmental Quality Act (Pub. Res. Code § 21000, *et seq.*) (“CEQA”) and
15 the CEQA Guidelines (14 Cal. Code Regs. § 15000, *et seq.*) (“CEQA Guidelines”). The
16 City alleges that Caltrans and OCTA violated CEQA in numerous respects, including but
17 not limited to the following, each of one of which presents an independent ground upon
18 which to void certification of the EIR and associated discretionary actions and approvals:

- 19 • Caltrans and OCTA engaged in impermissible *post hoc* rationalization in
20 preparing the EIR and taking multiple discretionary actions, all to support a project they
21 already had pre-committed to and decided upon.
- 22 • The project description in the EIR is incomplete and inconsistent, resulting in
23 a flawed environmental analysis based on that project description.
- 24 • Caltrans knowingly “piecemealed” the Project to avoid disclosing and
25 considering adverse impacts as well as required mitigation relating to the broader plan to
26 develop a regional network of toll roads.
- 27 • The EIR uses an incorrect and shifting environmental baseline, resulting in a
28 flawed analysis of Project impacts.

1 created when the Project's additional general purpose lanes and toll lanes (express lanes)
2 terminate at the 405 and 605 Freeways at the City border and drivers either sit and idle in
3 traffic on the freeway or attempt to use City streets as a shortcut around the new traffic the
4 bottlenecks will create. This massive increase in local street traffic, un-addressed in the
5 EIR, will cause higher repair and resurfacing costs in the future for damage to City streets,
6 and will increase adverse air quality, traffic, noise, and health impacts on City residents due
7 to increased traffic. In addition, the City and its constituents and residents will be adversely
8 affected by the environmental impacts of the construction, operation, and maintenance of
9 the Project as described in the certified EIR, which in effect is moving a portion of a major
10 freeway closer to a residential neighborhood in the City. Thus, the City is beneficially
11 interested in Caltrans' and OCTA's lawful performance of their duties.

12 5. Respondent Caltrans is a department of the State of California (Gov't Code §
13 13975) and is responsible for planning, designing, building, operating, and maintaining
14 California's state road system. Generally, Caltrans has the duties prescribed by California
15 Streets and Highways Code sections 90-97, among others. Caltrans is the public entity that
16 served as the lead agency under CEQA in connection with the preparation and certification
17 of the EIR challenged herein.

18 6. Respondent and Real Party in Interest OCTA is the primary transportation
19 agency for the County of Orange. The City is informed and believes, and thereon alleges,
20 that OCTA was formed in 1991 through the consolidation of seven separate transportation
21 agencies and is governed by a 17-member Board of Directors with the Caltrans District
22 Director serving as the 18th member in an ex-officio capacity. The City is informed and
23 believes, and thereon alleges, that OCTA is providing the primary funding for the Project.
24 The City is further informed and believes, and thereon alleges, that OCTA already has
25 exercised discretion in connection with the Project and its approvals, and will assume the
26 lead role in the construction and implementation of the Project. Consequently, OCTA is a
27 "responsible agency" under CEQA and an entity whose rights stand to be affected by this
28 litigation.

GENERAL ALLEGATIONS AND BACKGROUND

1
2 13. In 2006, voters approved Renewed Measure M (M2), which included a
3 project to add one general purpose lane in each direction on I-405 in Orange County
4 between State Route 73 (SR-73) and Interstate 605 (I-605). A Project Study Report/Project
5 Development Support document for this project, then called the “I-405 Widening Project,”
6 was completed in July 2008. A Preliminary Environmental Assessment Report was
7 prepared which resulted in a determination that a joint Environmental Impact
8 Report/Environmental Impact Statement would be required under CEQA and the National
9 Environmental Policy Act (NEPA).

10 14. In Fall 2009, Caltrans and OCTA conducted four public scoping meetings to
11 give interested parties an opportunity to provide comments and identify concerns that
12 would be considered in defining the scope of the Project and preparing the environmental
13 document.

14 15. The City also held public meetings on the Project. Representatives from both
15 Caltrans and OCTA attended these meetings.

16 16. In May 2012, Caltrans released the Draft EIR for public review and comment.
17 The Draft EIR included three build alternatives as well as a No Build Alternative.

18 17. On July 16, 2012, the City timely submitted a comprehensive and detailed
19 comment letter (approximately 194 pages without attachments) on the Draft EIR which
20 detailed the significant deficiencies in the Draft EIR and Caltrans’ numerous violations of
21 CEQA. As just one example, the City noted that the Project as proposed would result in the
22 unwanted relocation of an existing soundwall located along Almond Avenue in the City,
23 reducing the City’s right-of-way and causing relocation of existing overhead utility lines
24 located in proximity to the soundwall. The City noted that relocation of the soundwall
25 would result in the reduction of the pavement width of Almond Avenue, producing a
26 substandard pavement width inconsistent with the City’s adopted design and development
27 policies and eliminating on-street parking in contravention of the City’s Subdivision
28 Ordinance. The City commented that the potential impacts of these actions, including

1 significant safety hazards to pedestrians and bicyclists, were not examined in any manner in
2 the Draft EIR or any of its technical studies.

3 18. Similarly, residents from the City's College Park East neighborhood directly
4 impacted by the Project (especially the relocation of the soundwall) submitted comment
5 letters which detailed multiple inadequacies in the Draft EIR and expressed concern over
6 the document's failure to adequately analyze and disclose adverse impacts on City residents
7 resulting from the Project.

8 19. In addition to the letters submitted by the City and several of its residents,
9 numerous other public entities, organizations, and individuals submitted comments on the
10 Draft EIR and identified significant deficiencies in the analysis.

11 20. As a result of inadequacies in the traffic analysis pointed out by the City of
12 Long Beach in its comments, Caltrans prepared a Supplemental Draft Environmental
13 Impact Report/Environmental Impact Statement ("Supplemental EIR") which purported to
14 evaluate existing and future traffic flow conditions within the Los Angeles County traffic
15 study area, including intersections not even previously considered by Caltrans in the Draft
16 EIR. The Supplemental EIR was released on June 28, 2013 and was available for public
17 review and comment through August 12, 2013. The City submitted comments on the
18 Supplemental EIR on July 22, 2013.

19 21. Notwithstanding the repeated, ongoing, and significant deficiencies in the
20 EIR, Caltrans and OCTA committed to proceed with the Project, including, specifically,
21 Alternative 3, prior to completion of the environmental review process. For example, on
22 July 25, 2014, Caltrans issued a news release indicating that it already had determined that
23 Alternative 3 was the "Preferred Alternative." Similarly, in late October 2014, OCTA
24 began soliciting for design-build construction services for the Project; the solicitation
25 described the Project as including "dual tolled express lanes in each direction on the I-405
26 from SR-73 to I-605."

27 22. On April 3, 2015, Caltrans issued a news release stating that on March 26,
28 2015, Caltrans' District 12 Director already had signed and approved the Final EIR for the

1 Project, and subsequently issued a Notice of Availability advising that the Final EIR would
2 be available to the public until May 4, 2015.

3 23. Despite taking approximately 20 months to prepare responses to comments
4 which were included in the Final EIR, the Final EIR still contained significant deficiencies
5 and violations of CEQA, and failed to adequately respond to the thousands of detailed
6 comments submitted on the Draft EIR, including those comments by the City and several of
7 its residents.

8 24. On May 1, 2015, the City submitted approximately 90 pages of detailed
9 comments on the Final EIR, noting the continuing deficiencies in the EIR as well as new
10 problems such as shifting environmental baseline numbers from those presented in the
11 Draft EIR, new information requiring recirculation of the EIR, and inadequate responses to
12 comments on the Draft EIR. Several other public entities and individuals likewise
13 submitted comments on the Final EIR and noted the document's continuing deficiencies.

14 25. On May 15, 2015, Caltrans issued a Record of Decision and approved
15 Alternative 3 as presented in the Final EIR, which includes the addition of one general
16 purpose lane in each direction on I-405 from Euclid Street to the I-605 interchange, plus the
17 addition of tolled Express Lanes in each direction of I-405 from SR-73 to I-605.

18 26. Subsequently, in June 2015, Caltrans adopted findings for the Project and a
19 statement of overriding considerations pursuant to CEQA Guidelines sections 15901 and
20 15903, respectively.

21 27. Thereafter, on June 16, 2015 (approximately 83 days after Caltrans states that
22 it approved the Project), Caltrans issued a Notice of Determination for the Project which
23 was received by the State Clearinghouse on June 17, 2015.

24 **COMPLIANCE WITH PREREQUISITES**

25 28. The City has performed any and all conditions precedent to the filing of this
26 lawsuit, and has fully exhausted its administrative remedies by participating in Caltrans'
27 administrative processes related to certification of the EIR, to the extent that those
28 processes were available, including the City's submittal of letters to Caltrans on July 16,

1 2012, July 22, 2013, and May 1, 2015.

2 29. The City has no adequate remedy at law unless the Court grants the requested
3 relief.

4 30. The City has complied with Public Resources Code section 21167.5 and,
5 prior to filing this lawsuit, has served upon Caltrans and OCTA notice of petitioner's intent
6 to file this lawsuit.

7 31. This lawsuit has been commenced within any applicable time limits as set
8 forth in the California Code of Civil Procedure and California Public Resources Code.

9
10 **FIRST CAUSE OF ACTION**

11 **(Failure to Comply with the California Environmental Quality Act)**

12 **(Against Respondents and all Real Parties in Interest)**

13 32. The City hereby incorporates by reference the allegations contained in
14 paragraphs 1 through 31 above, as though set forth in full herein.

15 33. Caltrans and OCTA impermissibly engaged in *post hoc* rationalization in
16 preparing the EIR, and taking multiple discretionary actions, all to support a Project that
17 they already had pre-committed to and had decided upon, including the selection of
18 Alternative 3 as the preferred project scope. As a result, the EIR does not fairly or
19 objectively evaluate the Project.

20 34. Caltrans impermissibly pre-committed to the Project in that it admittedly (as
21 stated in the Notice of Determination) approved the Project months before any findings or
22 statement of overriding considerations were considered or adopted, in violation of CEQA
23 Guidelines sections 15091 and 15093, among others, which require findings and a
24 statement of overriding considerations to be adopted *prior* to any project approval.

25 35. The EIR violates CEQA in that it fails to include a complete and consistent
26 project description. Examples include, but are not limited to, the EIR's failure to include a
27 complete description of the amount of soil and construction and demolition debris to be
28 exported due to the demolition of existing bridges and pavement, the failure to include any

1 discussion of potential haul routes, staging areas, or construction schedules related to the
2 relocation of the soundwall at Almond Avenue, and the failure to include any analysis of
3 impacts to City streets resulting from the additional traffic that will occur.

4 36. The EIR violates CEQA in that it impermissibly segments or “piecemeals”
5 the Project to avoid disclosing and considering adverse impacts as well as required
6 mitigation relating to the broader plan to develop a regional network of toll roads.

7 37. The EIR violates CEQA in that it fails to use a proper and consistent
8 environmental baseline for its analysis. As one example, the baseline used for the analysis
9 of air quality impacts changed significantly from the Draft EIR to the Final EIR, thereby
10 affecting the analysis of the Project’s impacts. As another example, the analysis of traffic
11 impacts is based solely on a comparison of future conditions with and without the Project,
12 and fails to include any baseline or analysis using existing traffic conditions.

13 38. The EIR violates CEQA in that it fails to identify any thresholds of
14 significance (as defined in CEQA Guidelines section 15064.7(a)) against which Project
15 impacts are measured. This failure is in direct violation of CEQA and associated case law,
16 including *Lotus v. Department of Transportation*, 223 Cal.App.4th 645 (2014). Instead,
17 Caltrans admits that it is leaving significance determinations to an internal “project
18 development team” comprised largely of staff from Caltrans and OCTA, resulting in the
19 Project applicant and sponsor themselves deciding, without any stated standards, whether
20 the Project will cause significant impacts.

21 39. The EIR violates CEQA in that its analysis of the Project’s potential adverse
22 impacts is incomplete, inconsistent, and inadequate.

23 40. The EIR violates CEQA in that it fails to disclose or analyze all potential
24 impacts of the Project, including but not limited to impacts in the areas of air quality,
25 greenhouse gas emissions, traffic, noise, and public health and safety/hazards. As just one
26 example, the EIR arbitrarily fails to analyze any noise impacts to locations where the
27 increase in noise from the Project is less than 5 dB despite admitting that an increase of 3
28 dB is noticeable. Similarly, the EIR fails to adequately analyze construction-related air

1 quality impacts, health impacts, and traffic impacts, including impacts that will be suffered
2 by City residents as a portion of the freeway is moved closer to residential neighborhoods
3 and new traffic congestion adversely impacts the City.

4 41. The EIR violates CEQA in that it fails to adequately analyze or disclose
5 increased health risks posed to residents in the City.

6 42. The EIR violates CEQA in that it fails to adequately analyze or disclose
7 impacts relating to the potential relocation of the soundwall along Almond Avenue and
8 narrowing of street width. These failures include, but are not limited to, the failure to
9 analyze: potential safety hazards to pedestrian and bicyclists caused by the relocation;
10 potential inconsistencies with the Americans with Disabilities Act caused by a reduced
11 street width; potential inconsistencies with the City's Subdivision Ordinance caused by a
12 reduced street width and removal of on-street parking; potential visual impacts caused by
13 the relocation of the soundwall; potential construction-related and operational impacts
14 caused by the relocation, including air quality, noise, health risks, and traffic impacts to
15 nearby sensitive receptors.

16 43. The EIR violates CEQA in that it impermissibly defers mitigation, including
17 but not limited to potential mitigation related to the relocation of the soundwall along
18 Almond Avenue, and the related lack of benchmark standards or provision of any
19 construction management plan for the relocation.

20 44. The EIR violates CEQA in that it fails to adequately analyze cumulative
21 impacts caused by the Project.

22 45. The EIR violates CEQA in that it improperly conflates Project features with
23 mitigation, resulting in an inadequate analysis that fails to disclose actual impacts of the
24 Project.

25 46. The EIR violates CEQA in that it improperly concludes that the Project will
26 have less than significant impacts in several areas – a conclusion that is not supported by
27 the facts or any substantial evidence, and which directly contradicts the minimal analysis in
28 the EIR itself. As just one example, the EIR concludes that all air quality impacts from the

1 Project will be less than significant and no mitigation is necessary. Not only is this
2 conclusion wholly unsupported in general, it is particularly unsupported with respect to the
3 City, where traffic now will back up and stagnate as a result of the dropped lanes at the
4 County line and congestion in the general purpose lanes.

5 47. The EIR violates CEQA in that it fails to include definite, specific, and
6 enforceable mitigation measures. For example, the EIR is uncertain as to whether noise
7 abatement mitigation will be required, where it will occur, or how it will be constructed.

8 48. The EIR violates CEQA in that it fails to acknowledge and analyze the
9 growth-inducing effects of the Project, including induced demand.

10 49. The EIR violates CEQA in that it fails to analyze and consider feasible
11 alternatives with the potential to reduce Project impacts and achieve Project objectives.

12 50. The EIR violates CEQA in that it fails to provide adequate responses to the
13 comments and issues raised in the letters that it received on the Draft EIR or the
14 Supplemental EIR.

15 51. Caltrans has violated CEQA by failing to provide public agencies that
16 commented on the EIR with a “written proposed response” at least 10 days prior to
17 certifying the Final EIR, as required by Public Resources Code section 21092.5(a) and
18 CEQA Guidelines section 15088(b).

19 52. Caltrans has violated CEQA by certifying the EIR and approving the Project
20 without requiring enforceable mitigation measures for the Project. For example, Caltrans
21 has failed actually to commit to pay fees that are included as purported mitigation.

22 53. Caltrans has violated CEQA by certifying the EIR and approving the Project
23 without requiring all feasible mitigation measures. For example, Caltrans has concluded
24 that certain mitigation measures are infeasible because they are outside of the control of the
25 project proponent – even though Caltrans itself is stated to be the agency with control over
26 the specified improvements. Plainly, improvements to Caltrans facilities and property are
27 within Caltrans’ control.

28 ///

1 54. Caltrans has failed to comply with CEQA in that the Final EIR reveals that
2 there was significant new information added after the Draft EIR was circulated for review
3 and comment, but Caltrans has refused to revise the EIR to address those changes and to
4 recirculate it for public review and comment.

5 55. Caltrans has failed to comply with CEQA and other applicable laws in that
6 the findings and statement of overriding considerations that Caltrans did make and adopt
7 are inadequate and not supported by substantial evidence.

8 56. The City has incurred attorneys' fees in preparing and filing this lawsuit and
9 will incur attorneys' fees in an amount not yet known in prosecuting this lawsuit and this
10 cause of action.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, petitioner, City of Seal Beach, prays for the following relief:

14 1. For a peremptory writ of mandate, issued under the seal of this Court,
15 commanding respondent, State of California Department of Transportation, forthwith, to
16 vacate, annul, and set aside its certification of the Final Environmental Impact
17 Report/Environmental Impact Statement, State Clearinghouse No. 2009091001, for the San
18 Diego Freeway I-405 Improvement Project.

19 2. For a peremptory writ of mandate, issued under the seal of this Court,
20 commanding respondent, State of California Department of Transportation, and respondent
21 and real party in interest, Orange County Transportation Authority, to set aside any and all
22 decisions approving any project or discretionary action ostensibly reliant upon the Final
23 Environmental Impact Report/Environmental Impact Statement, State Clearinghouse No.
24 2009091001, or in furtherance of the Project.

25 3. For a peremptory writ of mandate, issued under the seal of this Court,
26 commanding respondent, State of California Department of Transportation, and respondent
27 and real party in interest, Orange County Transportation Authority, to fully comply with
28 CEQA prior to certifying any future EIR for the Project or approving any project or

1 discretionary action ostensibly reliant upon the Final Environmental Impact
2 Report/Environmental Impact Statement, State Clearinghouse No. 2009091001, or in
3 furtherance of the Project.

4 4. For a stay and/or temporary restraining order, preliminary injunction and/or
5 permanent injunction restraining and enjoining Respondents and Real Parties in Interest
6 from taking any action in reliance upon the certification of the Final Environmental Impact
7 Report/Environmental Impact Statement, State Clearinghouse No. 2009091001, or in
8 furtherance of the Project, until such time as they fully comply with CEQA.


9 5. For its costs of suit herein.

10 6. For its attorneys' fees, pursuant to Code of Civil Procedure section 1021.5.

11 7. For such other and further relief as the Court may deem just in the
12 circumstances.

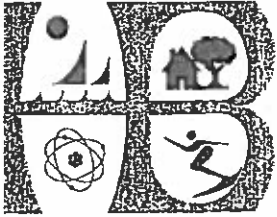
13
14 Dated: July 16, 2015

RICHARDS, WATSON & GERSHON
A Professional Corporation
GINETTA L. GIOVINCO
STEPHEN D. LEE

15
16
17 By: 
18 GINETTA L. GIOVINCO
19 Attorneys for Petitioner
20 CITY OF SEAL BEACH

21 **[PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 446, THIS PETITION**
22 **IS DEEMED VERIFIED BY OPERATION OF LAW.]**

23
24
25
26
27
28



City of Huntington Beach

P. O. BOX 190 • 2000 MAIN STREET • CALIFORNIA 92648

MAYOR
Jill Hardy

MAYOR PRO TEMPORE
Jim Katapodis

COUNCIL MEMBERS

Barbara Delgleize
Billy O'Connell
Erik Peterson
Mike Posey
Dave Sullivan

August 18, 2015

RECEIVED
CEO OFFICE

SEP 22 2015

Mr. Jeffrey Lalloway, Chairman
Members of the Board of Directors
Orange County Transportation Authority
550 South Main Street
PO Box 14184
Orange, CA 92863

Dear Chairman Lalloway and Members of the Board:

The City of Huntington Beach has expressed its opposition to the concept of including high occupancy toll (HOT) lanes as an element of the I-405 Freeway Improvement Project. By this letter, the city affirms its opposition to the inclusion of HOT lanes within the project and is informing OCTA of the city's interest in pursuing other options.

The proposed Freeway Improvement Project includes plans to convert the Carpool Lane (HOV), used frequently by Huntington Beach residents and visitors, to a HOT lane. This toll-free HOV lane was paid for, and has been relied upon, by Orange County drivers for years. This HOV lane provides opportunities to exit at Goldenwest St., Beach Blvd., Magnolia, and Brookhurst St., all of which serve Huntington Beach. The HOV lane has also provided exits for neighboring cities, such as Valley View St./Bolsa Chica Rd., Euclid, and Harbor Blvd.

In addition to the removal of the toll-free HOV lane under the new Freeway Improvement Project; all but three of these exits in this former HOV lane will be taken away. This lack of accommodation will cause a hardship and confusion to Huntington Beach residents, visitors, and neighboring cities. This project could negatively impact Huntington Beach because of the confusion the HOT lanes will create by not having the proper number of opportunities for drivers to enter and exit.

There is very little about this project that would benefit the City of Huntington Beach, its residents, and/or its visitors. Unless OCTA is willing to guarantee continuous access for freeway exits and a free HOV lane into perpetuity, the city will be evaluating its remedies.

Sincerely,

Jill Hardy
Mayor
City of Huntington Beach

TELEPHONE (714) 536-5553
FAX (714) 536-5233

Manly, Australia

Anjo, Japan

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: LANDSCAPING PROFESSIONAL SERVICES AGREEMENT

RECOMMENDATION:

Authorize General Manager to execute a new Professional Services Agreement with ValleyCrest Landscaping Services, Inc. to provide landscaping services for the District's parks and other facilities.

BACKGROUND:

Landscaping services for the District are currently provided by ValleyCrest Landscaping Maintenance. The current term of the Agreement is for two years with an option for three (3) one (1) year extended terms. The original term expired in December, 2012 and the last of the extended terms will expire in December, 2015.

Attached is a Draft Professional Services Agreement which contains the contractor's proposal providing landscaping services. The provisions of the new Agreement mirror those of the previous Agreement. The service provided by ValleyCrest has been of good quality and their pricing has been competitive. The General Manager has met with ValleyCrest and they have agreed to a first year bid price of \$73,632.00. Their staff provides adequate work hours for a level of service commensurate with Rossmoor's community standards.

ATTACHMENTS:

1. Letter dated November 5, 2015 from ValleyCrest Landscaping Services, Inc, re: Request for Extended Agreement.
2. Draft Professional Services Agreement- ValleyCrest Landscaping Services, Inc.
3. Valleycrest Client List



November 5, 2015

James D. Ruth
General Manager
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, Ca. 90720

Whittier Branch
1960 South Yale Street
Santa Ana, CA 92704
tel: 714.546.7843
fax: 714.546.7295

www.valleycrest.com

Re: Landscape Maintenance Contract

Dear James,

Let me begin by thanking you for giving ValleyCrest the opportunity to provide your landscaping services at Rossmoor Community Services District. Many customers are now generating their operating budgets for the upcoming 2015-2016 year.

Over the course of the past few years, we have focused on gaining efficiency in our operations to allow us to continue to provide an excellent landscape service through an economy that has been very challenging. We have done our best to provide our customers with the same level of service while costs, related to fertilizer, fuel, equipment, and labor, have continued to rise. At this time, and in order to assist us in absorbing these high costs, we are asking you for a small increase to our monthly contract amount. Beginning January 1, 2016 we are asking that our contract for your property be increased as follows:

Rossmoor Community Services District: \$5,900 to \$6,136 per month, a 4% increase

I am hoping you'll find this request agreeable and that we will be able to continue providing weekly landscape service to your property in the upcoming '16 year. Please do not hesitate to call me with any questions or comments regarding this request.

Sincerely,

John Cox
Operations Manager
ValleyCrest Landscape Maintenance

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st of January, 2016, by and between the Rossmoor Community Services District, a public agency (“District”) and ValleyCrest Landscape Maintenance Inc., a California corporation (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District (“Project”) as set forth in this Agreement.

2.3 Previous Agreement.

The Parties entered into that certain Professional Services Agreement, dated January 1, 2010, for the provision of park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District (“2010 Agreement”). The term of the 2010 Agreement was for a 2-year period with the District’s option to extend the Initial term of the 2010 Agreement for three (3) one (1) year extended terms. The Parties to the 2010 Agreement duly extended the terms of the 2010 Agreement, which will expire on or about December 31, 2015. The Parties desire to enter into this Agreement in order to enter into a new contractual agreement for the Project which shall supersede, and otherwise be controlling, over the 2010 Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and

incorporated herein by reference and in the Landscape Maintenance Proposal as set forth in Exhibit "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and Exhibit "A" on the one hand, and Exhibit "B" on the other hand, the provisions of the Agreement and Exhibit "A" shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding two (2) years from the date of full execution of this Agreement by both Parties, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the Initial Term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the schedule of services as incorporated into Exhibit "A" and Exhibit "B." Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance.

3.2.5.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." The total monthly compensation for the duration of this Agreement shall not exceed six thousand, one hundred thirty-six (\$6,136.00) without written approval of District. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District or Contractor may, by written notice to other party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: ValleyCrest Landscaping Maintenance, Inc
1960 S. Yale Street
Santa Ana, CA 92706
Attn: John Cox

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814

Attn: James D. Ruth, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.4 Indemnification. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses.

3.5.5 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.6 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.7 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.8 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.9 Agreement Shall Be Controlling. As of the date of full execution of this Agreement by both Parties, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of the Previous Agreement and the Previous Agreement shall be of no further force or effect.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

**VALLEYCREST LANDSCAPING
MAINTENANCE, INC**

By: _____
James D. Ruth
General Manager

By:  _____
John Cox
Branch Manager

EXHIBIT "A"

Scope of Services

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS AND TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Empty outdoor and restroom trash cans daily, seven days a week (Monday through Sunday), except Contractor holidays.
2. Trim hedges every two weeks during high growing season (to be negotiated); and trim as necessary throughout the remainder of the year.
3. Pick up paper and debris in the parks daily.
4. Weed landscaped areas, as necessary, including planters.
5. Edge or otherwise trim grass from around ball field backstops at least once per month.
6. Set sprinkler timers, adjust timers as necessary, and monitor irrigation patterns to assure proper watering of turf areas and plantings to avoid over watering or drying out of landscaped areas and turf. Contractor shall provide and utilize appropriate and necessary remote monitoring equipment to evaluate proper watering.
7. Check sprinkler heads for proper activation once a week and adjust as necessary.
8. Repair sprinkler heads and lines as necessary - District will provide parts.
9. Clean around valve boxes and sprinkler heads with weed eater as needed.
10. Keep Ivy trimmed in building planters and tree wells as needed, approximately every four months.
11. Hand rake sand pits and/or gravel areas once per week. (not to be blown).
12. Rototil all sand pits quarterly.
13. Wash concrete walkways once per week on Friday, or other day approved in writing by the District's General Manager.
14. Blow-off recessed on-street parking spaces at Rossmoor Park and parking lots at Rush Park and Montecito Center once per month.

TURF MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows per contract year, once per week March 1 to November 1, and once every other week November 1 to March 1.
2. All turf mows will be made on Wednesdays, or other day approved in writing by the District's General Manager.
3. Edge entire concrete area before each mow.
4. Blow-off all concrete areas after each mow.
5. De-thatch all turf areas once a year.
6. Rake or vacuum grass clippings during June, July and August (If mulching mower is used, this may be reduced or eliminated).
7. Fertilize and aerate four times per year.
8. Keep tree wells free of grass - wells to be at least a three-foot radius or greater depending on the circumference of the tree.
9. Spray weed killer at both parks (Rush and Rossmoor) once each year.

ROSSMOOR PARK & RUSH PARK SPECIAL MAINTENANCE STANDARDS:

In addition to performing work in accordance with the Park and Turf Maintenance Performance Standards specified above, perform the following work at Rush Park and/or Rossmoor Park:

1. Open outdoor restrooms at 7:00 a.m., when required.
2. Clean restrooms at both parks twice daily, seven days a week, once in the morning and once in the afternoon (Monday through Sunday except Contractor holidays).
3. Open Rossmoor Park tennis courts at 7:00 a.m., when required.
4. Blow off tennis courts at least once a week on Wednesdays between 7:00 a.m. and 10:00 a.m. and daily if necessary at 7:00 a.m. Blow off around buildings and main sidewalk daily.
5. Wash-off tennis courts as needed to remove spills and dirt buildup, approximately four times per year, on Wednesdays between 7:00 a.m. and 10:00 a.m.
6. Clean BBQ pits once per week.
7. Level sand under swings in Tot Lots as needed.

8. Rake, vacuum or blow leaves every two weeks, or as needed, around the building areas.

ROSSMOOR WAY MEDIANS AND ROSSMOOR TRIANGLE

MAINTENANCE STANDARDS:

1. Trim shrubs every two weeks during high growing season, and trim as necessary throughout the remainder of the year.
2. Pick-up paper and debris daily.
3. Remove ivy, grass, and weeds from around trees and provide up to three feet of clearance around the base of trees where possible.
4. Remove ivy, grass, and weeds from around valve boxes and sprinkler heads as needed.
5. Water using manual sprinkler system and monitor irrigation patterns to assure adequate watering of ivy, trees, and plantings by utilizing appropriate field transmitter to operate valves.
6. Check sprinkler heads once a week and adjust as necessary.
7. Repair sprinkler heads and lines as necessary - District may provide parts.

REPORTS TO THE DISTRICT

1. Contractor will immediately report to the District's Park Superintendent any condition which is deemed hazardous or which requires immediate attention.
2. Contractor will report monthly on forms provided by the Contractor on all activities which are performed by Contractor which are based on monthly/quarterly schedules.

EXHIBIT "B"

LANDSCAPE MAINTENANCE PROPOSAL,



ValleyCrest
Landscape Maintenance

11/02/2015

**PROPOSAL FOR
LANDSCAPE MANAGEMENT SERVICES
for**

1960 South Yale Street
Santa Ana, CA 92704
tel:714.546.7843
fax:714.546.0926

Owner/Client: Rossmoor Community Services District
Client Address: 3001 Blume Drive, Rossmoor, CA 90720
Job Name: Rossmoor Community Services District
Job Location: 3001 Blume Drive, Rossmoor, CA 90720

We appreciate the opportunity to propose to you how ValleyCrest Landscape Maintenance, Inc., can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations. Giving careful consideration to the individuality of each landscape, ValleyCrest Landscape Maintenance, Inc., provides competitive pricing, which may include landscape maintenance, irrigation, tree care, and seasonal color programs. Our Proposal includes Scope of Work, Practical Specifications for Landscape Management and General Terms and Conditions.

An effective landscape management program is sustainable and provides value. We are confident that your property would benefit greatly from our efforts to create beauty in the appearance of your landscape while our operational efficiencies create value to your budget.

We hereby propose the following for your review:

Exterior Landscape Management

Client's Initials	Service	Price Per Year	Price Per Month
	Base Management Price	\$73,632.00	\$6,136.00
	Sales Tax		
	Total Base Management Price	\$73,632.00	\$6,136.00

Additional Services

Client's Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Sales Tax	Total Price Per Year
	Total					

Billing for additional services will be invoiced upon installation.

Extra Services Included in the Base Contract

Additional scope of services that have been included in the base management price include the following:

All sites except Rossmoor Way Medians and Triangle

ValleyCrest Landscape Maintenance, Inc., agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation, as described hereinabove, necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

This proposal is withdrawn unless executed and received within 30 days of the date of this document.

Period of Service Agreement

This agreement shall be in effect for the period stated: January 1, 2016 to December 31, 2016. Unless terminated pursuant to Article IV of the General Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

You should receive your first invoice within 30 days of our service commencement date, and can expect to receive them monthly thereafter by the 10th of each month. All billings are due and payable 15 days following the date of the invoice. Owner/Client agrees to pay any and all cost incurred by **ValleyCrest Landscape Maintenance, Inc.**, in the collection of the same.

If our proposal meets with your approval, please initial the services in the block provided for each item selected indicating that you are authorizing that service and sign both originals below. Return one fully executed original to our office, and retain the second original for your files. This proposal, including the attached Practical Specifications and the General Terms and Conditions, together are the Service Agreement.

Again, thank you for the opportunity to submit this proposal. We look forward to serving as your landscape management professionals.

Sincerely,

ValleyCrest Landscape Maintenance, Inc.

John Cox

Branch Manager

Client Approval:

**Client/Owner
Rossmore Community Services District**

By: _____
Signature

Print Name & Title

Date: _____

**Contractor:
ValleyCrest Landscape Maintenance, Inc.
1960 S. Yale Street, Santa Ana, CA 92704**

By: 
Signature

VCLM Branch Manager

Date: 11-2-2015

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

III. **Ground Cover Area/ Shrub Areas:**

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. **Slope Care:** <Insert if applicable or not>

A. Edging:

Edge as needed to keep plant material within bounds and away from obstacles.

B. Weed Control:

Maintain slopes so they are reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

C. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

D. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to slope area when necessary.

E. Insecticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.

V. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

VI. Mulched Areas/ Granite Areas : <Insert if applicable or not>

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VII. Irrigation System: <Insert if applicable or not>

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VIII. Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

IX. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

GENERAL TERMS AND CONDITIONS

I. Contractor's Responsibility:

The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

A. Workforce:

Contractor shall designate a qualified representative with experience in the services being provided. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

B. Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

C. Licenses and Permits:

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

D. Taxes:

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

E. Insurance:

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or owner/client.

F. Liability:

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.

G. Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on page 1 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

II. Owner's/Client's Responsibility:

A. Utilities:

All utilities shall be provided by the Owner/Client.

B. Access to Jobsite:

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

C. Payment:

Owner/Client shall review invoices submitted by Contractor and payment shall be due fifteen (15) days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving seven (7) days written notice for nonpayment, after the payment is delinquent.

D. Notice of Defect:

Owner/Client shall give Contractor at least seven (7) days **written** notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such **written** notice is given.

III. Other Terms:

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

- IV. The Parties agree that the Project is not a public works project within the meaning of the Prevailing Wage Statute ("PWS") as defined in Labor Code § 1720 et seq. Accordingly it is agreed that the contract price is based on the Project not being a public works project subject to the PWS. In the event that there is a determination by anyone including the Department of Industrial Relations, Labor and Workforce Development Agency or a court that the Project is a public works project subject to the PWS, it is agreed a change order will be immediately issued to Client/Owner for all additional costs incurred including, but not limited to, the difference between the wages actually paid to the worker and the wages that are required under the PWS, any penalties or other sums required to be paid under the PWS, costs and attorney's fees. The owner agrees to indemnify, hold harmless, and defend Contractor in the event there is any action asserted against Contractor for violation of the PWS by the Department of Industrial Relations or in a court of law.

V. Termination:

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Contractor for non-payment by Owner/Client, upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured.

For the convenience of Owner/Client only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the year, may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the contract have been received.

End

Omero Perez

From: John Cox [JCox@valleycrest.com]
Sent: Wednesday, November 04, 2015 2:57 PM
To: Omero Perez
Cc: James Ruth
Subject: Jobs List
Attachments: 43020 (Oct 15).xlsx

Project Portfolio by ValleyCrest

- **Resorts**
- Montage
- Pelican Hill
- Ritz Carlton
- St. Regis
- **Fashion Malls**
- Fashion Island
- South Coast Plaza
- **University Campuses**
- Soka University
- Chapman College
- **Corporate Campuses**
- Yamaha
- Hyundai
- Disneyland
- City of Hope
- Nixon Library
- Getty Museum
- Rose Hills Memorial
- DreamWorks Studios
- Edwards Life Sciences
- Segerstrom Performing Arts
- NASA Jet Propulsion Laboratory

3



John Cox
Operations Manager
ValleyCrest Landscape Maintenance
Whittier Branch
Cell # 949-939-4392
Office # 714-414-0914
Fax # 714-414-0926
JCox@valleycrest.com
www.valleycrest.com

**Client Contact List
October 2015**

JOB NUMBER	JOB NAME	SURVEY NAME	CONTACT NAME 1	CONTACT NBR 1	CONTACT EMAIL 1	ACCOUNT MGR NAME
430200000	Misc-VCM Whittier	VCM Whittier				
430200001	Joint Forces Training Base	Agromin OC LLC	German Cervantes	805-485-9200	german@agromin.com	Garcia Luna, Sergio
430200003	The Fairways Association	Fairways Association c/o Beven & brock	Roman Esparza	562-544-8164	roman@bevenandbrock.com	Garcia Luna, Sergio
430200006	The Quad at Whittier	Terramar Retail Centers	Saray Del Rio	562-693-5543	Sdelrio@Terramarcenters.com	Garcia Luna, Sergio
430200008	Rose Hills Estate Gardens	Rose Hills Memorial Park & Mortuary	Eric Trujillo	626-825-5490	eric.trujillo@rosehills.com	Diosdado Contreras, Ramiro
430200014	Cerritos Industry Park	PPF Industrial 2201 Carson	Lan, Lan	714-434-6670	lan.lan@cbre.com	Garcia Luna, Sergio
430200015	Capital Group-Long Beach	The Capital Group	Craig Piscitelli	310-444-6710	craig_piscitelli@capgroup.com	Garcia Luna, Sergio
430200016	Yamaha	Yamaha	Jim Smith	714-761-7482	jim_smith@yamaha-motor.com	Garcia Luna, Sergio
430200017	Solid State Devices, Inc	Solid State Devices Inc	Mike Faucher	818-445-5977	MFaucher@ssdi-power.com	Garcia Luna, Sergio
430200019	Evans Manufacturing Inc	Evans Manufacturing Inc	Jim Schneiderman	714-230-1903	Jim@evans-mfg.com	Garcia Luna, Sergio
430200020	PPF Industrial Valley View,LP	PPF Industrial 2201 Carson	Leslie Cavanaugh	714-434-6670	leslie.cavanaugh@cbre.com	Garcia Luna, Sergio
430200021	Norwalk Government Center	CBRE	Kim Lith	562-864-3107	lith.kim@cbre.com	Garcia Luna, Sergio
430200022	LBA Realty Porfolio	LBA Realty	Shari Luther		sluther@barealty.com	Garcia Luna, Sergio
430200023	Valley View	Cushman & Wakefield	Kathy Rivers	562-801-0222	cathy.rivers@cis.cushwake.com	Garcia Luna, Sergio
430200024	JLL Kindred La Mirada	La Mirada	Earl Nicholson	562-292-2389	earl.nicholson@am.jll.com	Garcia Luna, Sergio
430200025	Lakeridge Whittier HOA	Lordon Management Company	Michelle Kelly	626-967-7921	michellekelly@lordonmanagement.com	Garcia Luna, Sergio
430200028	521 Lincoln Station	Merlone Geier Partners	Stuart R. CRandall	949-586-8283	scrandall@merlonegeier.com	Garcia Luna, Sergio
430200029	The Pacific Inn	Pacific Inn	Shari Marcoux	562-493-7501	smarcoux@thepacificrim.com	Cox III, John Thomas
430200030	Campus View Center	Springboard Properties Inc	Michael Olivieri	714-618-4563	mike@springboardproperties.com	Garcia Luna, Sergio
430200718	Cerritos Corporate Center	AT&T	Matt Fletcher	562 716 5663	matt.fletcher@ableserve.com	Garcia Luna, Sergio
430200807	City of Cerritos	Cerritos City of	Steve Bova	714-869-4829	sbova@cerritos.us	Garcia Luna, Sergio
430200845	Los Alamitos Medical	Grove Medical Arts Associates	Dave William	714-636-7405	dgwilliam@sbcglobal.net	Garcia Luna, Sergio
430200949	Cerritos Best Plaza	Cerritos Best Plaza	Peter Houck	310-563-6900	phouck@centercal.com	Garcia Luna, Sergio
430200953	Rossmoor Community Services	Rossmoor Community Services District	Omero Perez	562-381-3137	operez@rossmoor-csd.org	Garcia Luna, Sergio
430200955	Rose Hills Memorial Park	Rose Hills Memorial Park & Mortuary	Eric Trujillo	626-825-5490	eric.trujillo@rosehills.com	Diosdado Contreras, Ramiro
430200961	Cypress Technology Center	RREEF AMERICA REIT II PORTFOLIO LP	Lynn Gordon	714-634-4664	Lynn.Gordon@transwestern.com	Garcia Luna, Sergio
DNC = Do not contact						
430200011	Whittier College	Whittier College	DNC			Garcia Luna, Sergio
430200012	The Queen Mary	Queen Mary	DNC			Garcia Luna, Sergio
430200013	Cypress Pointe	Corland Companies	DNC			Garcia Luna, Sergio
430200026	Pala	Pala	DNC	DNC		Cox III, John Thomas
430200027	Community Presbyterian Church	Community Presbyterian Church La Mirada	DNC 'Gilbert Tymoc'	626-755-8673	gtymoc@gmail.com	Garcia Luna, Sergio
430201031	Mutual One Leisure World	Mutual One Leisure World	DNC			Holland, Thomas C.



45 PROJECTS FOUND

PROJECT NAME	LOCATION	MARKET SEGMENT	SERVICES
ARLINGTON HEIGHTS SPORTS PARK	West	Parks + Civic Spaces	
AT&T PARK	West	Sports Complexes	
BACARA RESORT AND SPA	West	Hotels + Resorts	
CANYON LAKE COUNTRY CLUB	West	Golf Courses	
CHINESE GARDENS AT THE HUNTINGTON LIBRARY	West	Parks + Civic Spaces	
CISCO SYSTEMS, INC.	West	Corporate Campuses	
CITY OF ALISO VIEJO MEDIANS	West	Parks + Civic Spaces	
CRYSTAL COVE	West	Residential Communities	
DAYBREAK	West	Residential Communities	
DICK'S SPORTING GOODS PARK	West	Sports Complexes	
DODGER STADIUM	West	Sports Complexes	
DOWNTOWN DISNEY	West	Themed Environments	
FAIRMONT MIRAMAR HOTEL & BUNGALOWS	West	Hotels + Resorts	
FIELDS AT PIONEER PARK	West	Parks + Civic Spaces	
FOUR SEASONS BILTMORE	West	Hotels + Resorts	
HYATT REGENCY HUNTINGTON BEACH	West	Hotels + Resorts	
INTUIT SANTA FE SUMMIT	West	Corporate Campuses	
INVESCO FIELD AT MILE HIGH STADIUM	West	Sports Complexes	
LA COUNTY MUSEUM OF ART -- BROAD CONTEMPORARY ART MUSEUM	West	Institutions + Healthcare	
LETTERMAN DIGITAL ARTS CENTER	West	Corporate Campuses	
LOEWS LAKE LAS VEGAS	West	Hotels + Resorts	
	West	Parks + Civic Spaces	
	West	Parks + Civic Spaces	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: November 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: AMERICAN CANCER SOCIETY RUN FOR LIFE EVENT

RECOMMENDATION:

Approve Special Event Request from the American Cancer Society.

BACKGROUND:

The American Cancer Society is requesting the use of Rush Park for a special event on June 18, 2016. Board approval for this event is required by Board Policy No. 6010.10 because the hours of the event (7:00 am to 10:00 pm) exceed the eight-hour limit for an outdoor event.

Staff has reviewed the User Permit application and finds that there are no activities which would pose a significant impact to the community. Attached is information from the District's Recreation Superintendent which fully describes all aspects of the event and costs which are currently known.

This event was held at Rush Park in June of this year and there were no issues reported. Staff recommends approval of the User Permit.

ATTACHMENTS:

1. Memorandum dated November 10, 2015 and attachments from Recreation Coordinator re: Special Event Request—American Cancer Society.
2. Application for Picnic Area/Field Permit from American Cancer Society.
3. Policy No. 6010 Requests for Use of District Parks and Facilities.

MEMORANDUM

Date: November 10, 2015

Subject: Rush Park Special Event Request—American Cancer Society

From: Chris Argueta, Recreation Coordinator

To: James D. Ruth, General Manager

Subject: AMERICAN CANCER SOCIETY RUN FOR LIFE EVENT

PURPOSE:

To inform the General Manager on a special event request for use of Rush Park from 7:00 a.m. to 10:00 p.m. for a fundraiser for the American Cancer Society.

BACKGROUND:

District Staff recently received a request for the use of Rush Park from volunteers for the American Cancer Society. They would like to hold a community fundraiser on the grass fields at Rush Park on Saturday, June 27, 2015. Per Policy No. 6010.10 this request requires Board approval since the length of the event exceeds park use hours and exceeds the eight hour limit for outdoor events.

SUMMARY:

Maryam Ahmadinia, a Rossmoor resident and volunteer for the American Cancer Society is the applicant for this event. She informs the District that this event has previously been conducted at Los Alamitos Unified School sites since 2005 but the LAUSD is no longer allowing events at their sites forcing the group to look elsewhere for their annual fundraiser.

Mrs. Ahmadinia is requesting park use from 7:00 am. To 10:00 p.m. with the actual event being conducted from 10:00 a.m. to 8:00 p.m. Event details include use of all three fields, a stage rental with a DJ and live band performances, light towers, food vendors, game booths and bounce houses. A walkathon in an oval shape will be setup on the grass area. Event is being coordinated and ran by 25 main volunteers. They are expecting a total of 250 (approximately) attendees scattered throughout the day. The event will be advertised to the public.

Because the request includes a stage rental and light towers, the County's approval along with the Orange County Fire Authority is also required. If approved by RCSD Board, the applicant will apply with the County and OCFA.

ATTACHMENTS:

1. Application.
2. Email from Maryam Ahmadinia—Scope of Event.
3. Site Layout.

Respectfully Submitted by,

Chris Argueta, Recreation Coordinator

Relay For Life Scope of Event

Since 2005, this group has raised over half a million dollars for the American Cancer Society. "The American Cancer Society is the nationwide, community-based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer, through research, education, advocacy, and service" - ACS Mission Statement (2014). In 2015 this event held at Rush Park raised nearly \$22,000 and had over 250 participants.

Date and Time:

Saturday, June 18, 2016 from 7:00am to 10:00pm

Location:

Rush Park - 3001 Blume Drive in Rossmoor, CA 90720

Site Plan/ Layout:

See attached document titled "Relay For Life Layout".

Event Details:

Total Event Attendees:

Approximately 250

Opening Ceremony:

Welcome participants and others in attendance along with guest speakers, a survivor speaker, presentation of sponsors, and an activities/entertainment schedule announcement

Start of Relay For Life:

Participants will be using a designated area as the Relay Track that will be clearly marked around a designated path along Main Way, Silver Fox, Blume Drive, and Fields 1&3.

At Sunset:

Small white bags with LED candles will be lit along the track to honor of those that have been lost.

End of Event:

Participants gather to celebrate the success of the event and learn how they can continue the fight and get involved with the American Cancer Society.

Non-Food Vendors:

Vendors will range with various Non-profit organizations in attendance

Food Vendors:

“Gourmet Food Trucks” will be used to provide patrons with many food options. They will be parking along Silver Fox and each truck is self-contained and independently licensed business entities.

Kids Camp Zone:

A kid friendly area with a bounce house and other fun games

Game Booths:

Small game booths for children to play during event

On Stage Entertainment:

Various entertainers will be performing throughout the event

Silent Auction:

A variety of great products will be on display and auctioned

Luminaria Fight Back:

An area for gathering and providing information to those in attendance

Free ACS Support Services Offered:

- 24/7 Cancer Support from a real person: 800-227-2435
- Cancer Survivors Network® — Emotional support for cancer patients and their families.
- Look Good, Feel Better® — Helping women cancer patients cope with appearance-related

side effects.

- Road to Recovery® — Assists cancer patients with transportation to treatment facilities.
- Reach to Recovery® — One-on-one support for individuals coping with breast cancer.
- Man to Man® — Support program for men coping with prostate cancer.

Periodically:

Volunteers remove trash from trash collectors

RCSD staff checks restrooms to verify operation and paper present

Entertainers change on stage per schedule



ROSSMOOR COMMUNITY SERVICES DISTRICT
 3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710
 website: www.rossmoor-csd.org email: rcsd@rossmoor-csd.org



APPLICATION FOR PICNIC AREA/ATHLETIC FIELD PERMIT

This application does not guarantee a reservation until approved by the General Manager or his/her designee and if applicable, the Board of Directors of the Rossmoor Community Services District or his/her designee. Please check the appropriate box(es) and indicate the facility requested.

ROSSMOOR RESIDENT: YES NO * Facility and Field Brochures and User Procedures can be viewed on our website

RUSH PARK (Picnic Areas Reservations by Residents Only) Picnic Area A Picnic Area B Athletic Field: ① ② ③

ROSSMOOR PARK (Picnic Areas Reservations by Residents Only) Picnic Area A Picnic Area B Picnic Area C

Athletic Field: 1 2 3 Basketball Court Volleyball Court

Special Use Other (Please Specify) _____ (Some picnics may require an attendant)

Are you requesting an INFLATABLE BOUNCER at this event? (Only on designated areas/Requires \$1 million insurance policy) YES NO
 *Standard-Sized Bouncers Only.

Name of authorized bouncer/moonbounce company (Refer to attached listing): _____ No electricity available. **MUST HAVE GENERATOR!**

All approved applicants are required to sign this application (which includes our District Indemnification form and Park User Procedures Agreement), and the User Permit, in person. Permittees will be required to provide a valid CA Drivers License/ID and proof of residency.

Name (Individual /Organization): American Cancer Society Email: _____
 If Organization: 501 (C) (3) Private for Profit
 Responsible Person/Representative: Maryam Ahmadi Email: _____
 Address: [REDACTED] City: Los Alamitos Zip: 90720
 Telephone: Home: _____ Cell: _____ Work: _____ Fax: _____
 Date(s) of Event: 6/10/16 Day(s): _____ Time of Actual Event (Guest Arrival): 7/9am arrival
 Start Time: 10am End Time: 10 pm Total Hours Requested: 15
 (Applicant must include set-up/decorating time and clean-up time.)
 Name of Event: Relay For Life Type of Event: Family Picnic nonprofit
 For birthday/graduation party, indicate age of celebrant: _____ (Attendants are assigned as required at the discretion of the District)
 Number of attendees: 200 Adults 40 Minors(17 and under) = Total 240 approximately

Please answer all questions correctly. Unanswered questions may delay your request.

1. Is the event open or advertised to the public? Yes No
2. Is this a fundraising/revenue producing event? Yes No
3. Will there be soliciting or selling of any kind? Yes No
4. Is this an organized group, such as a club, school or business? Yes No
5. Will this event be having some type of music? **NO AMPLIFIED SOUND ALLOWED IN ANY OF OUR PARKS** Yes No
Please note that teen (13-17) years old parties will be required to have an attendant.
6. Will the event be advertised prior to the event date? How? Yes No
7. Please check: Flyer Newspaper Radio Social Networking
8. Will there be any type of display or advertising at the event? Yes No
9. Will you be displaying or judging any motor vehicles? Yes No
10. Will there be any promotionals or give aways/samples? Yes No
11. Will there be animals during the event? Yes No

Animal shows will require a permit from Animal Control and prior approval from the General Manager

If YES on items 1, 2, 3, or please also complete items 17-30 on pages 3 & 4 (Special Use Information)

(Office Use Only) UP# _____ Date Received: _____ Must be submitted 10 days in advance of requested use date	(Office Use Only) Comments: _____ _____ _____
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RULES/REGULATIONS/INDEMNIFICATION

1. Please READ CAREFULLY and initial on the following important policies, rules and regulations:

- a. Setup/clean-up/removal of decorations will be the responsibility of the group. Please include this in your requested time. You will not be given access prior to the time scheduled on your User Permit. Non compliance of this policy will cause forfeiture of the refundable security deposit. The deposit will be refunded to the applicant if the facility is left clean and free of damage.
- b. If group is an organization, issue refundable deposit check to: American Cancer Society, Inc. Allow at least 14 working days
- c. Consumption of alcohol or substance abuse is not allowed on any District properties. Violation of this regulation will mean forfeiture of the refundable security deposit and cancellation of your event at time of infraction.
- d. Parking will only be allowed in designated areas. No parking on grass or walkways.
- e. Gambling is not allowed on Rossmoor Community Services District properties.
- f. Other permits may be required depending on the type of event (i.e. ABC, Health, Charitable Solicitation.)
- g. Law Enforcement intervention due to violation of rules and regulations will mean cancellation of event and may incur additional charges, affect future use and forfeiture of any remaining fees and security deposit paid.
- h. Applications must be received at least 15 working days prior to the date of the event. To avail of the Rossmoor residence fee, please attach a copy of your driver's license and a most recent utility bill. Requests made 15 working days or less prior to the event must be made in person and all fees paid for in full and in cash. All applications are approved on a case by case basis, subject to certain restrictions and availability of facility and staff.
- i. Submission of the completed form does not guarantee you the site/date. You will be notified if the site is not available.
- j. Reservations can only be made 6 months in advance. Submit the completed application form along with a \$20 reservation fee if booking a reserveable picnic site/open space and/or ball field. If facility or any other alternative is not available your deposit/reservation fee will be refunded to you within 7-14 business days.
- k. Permittee must sign the user permit and return along with the balance of the payment within the due date indicated on the permit (10 calendar days after the reservation was made or sooner). In the event the signed permit and balance payment are not received by the due date, your reservation will be canceled and you will be refunded the deposit less the applicable service fee.
- l. For teen parties (under 18 years of age), reservations must be made at least 15 working days prior to the event. One adult shall be present for every 10 minors. No event will be permitted to start without the attendant.
- m. Cancellation Policy: Applicable processing and cancellation fees will be withheld by the District as per Policy 6010.60.
- n. Any request, to extend the time of the original reservation must be made for a minimum of one hour and must be made at least 15 working days prior to the event, subject to availability of facility and staff. Changes made to the dates, times, number of attendees, etc. after the permit has been processed will be assessed a permit change fee of \$20.00 after the second occurrence. msa (Initial)
- o. District Event Attendants and employees must be obeyed at all times. Any cost incurred due to damage to the facility/grounds or due to law enforcement intervention arising from the group's event will be billed to the group.
- p. Payments may be in the form of exact cash or check only. All deposits and fees for reservations made within 10 working days or less must be paid in full, and must be made in cash. All balances must be paid in full no less than two weeks prior to being issued a valid User Permit.

*If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc. the event may be canceled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges. I understand Policy 6010 is available at the District Office, during office hours, for my complete review.

*I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits. msa (Initial)

ROSSMOOR COMMUNITY SERVICES DISTRICT INDEMNIFICATION FOR USE OF FACILITIES & PROPERTY

I hereby certify that I am authorized to issue contracts on my own behalf or that of the organization listed which I represent. I further certify that I have read the rules, regulations, conditions and terms of the Rossmoor Community Service District's ("District") application for a User Permit. In consideration for my or my organization's use of the facilities and/or property owned or operated by the District as listed, I hereby agree on behalf of myself and my organization, if any, as follows:

1. That I and my organization will abide by all rules and regulations of the District and all other directives of the District.
2. That I and my organization will indemnify and hold harmless the District, its officers, agents, representatives and/or liability, including legal costs and attorneys' fees, that may result from any death or injury to persons or damage to property that may result from my or my organization's use of the facilities and/or property, whether such death or injury or damage to property is caused by the passive or active negligent act or omission of the District except that this indemnification shall not apply to any loss arising solely from the intentional or willful misconduct of the District.
3. That neither myself nor any one of my organization shall make any claim against the District, its officers, agents, representatives and/or employees for any injury or liability which I have indemnified the District.
4. That I personally and on behalf of my organization will conduct a reasonable safety inspection of the District facilities and/or property and all grounds, structures or buildings used by me and/or my organization immediately prior to use of the facilities and/or property, and will bring any conditions creating any hazard to the attention of appropriate District representatives. My signature below signifies my agreement to the rules, regulations, policies and District Indemnification.

Signature of Applicant: [Signature]

Date: 10-02-2015

Signature of District Official: [Signature]

Date: [Blank]

General Manager Approval (if required): [Signature]

Date: [Blank]



ROSSMOOR COMMUNITY SERVICES DISTRICT
 3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710
 WEBSITE: WWW.ROSSMOOR-CSD.ORG / E-MAIL: RCSD@ROSSMOOR-CSD.ORG

SPECIAL USE INFORMATION (Subject to approval from the District General Manager)

Please answer all the questions and provide additional sheets if necessary.

17. Event Date(s): 02/18/2016 Time: 10am-10pm
 — Time: —
 — Time: —
18. Set up Date(s)/Time: 02/18/2016 (7am-10am)
19. Break Down Date(s)/Time: 02/18/2016 (10-11:30pm)
20. Estimated No. of Attendance: Participants 250 Spectators Staff 1
 Participants Spectators Staff

21. How will the event be advertised? (Flyers, newspapers, radio, television, etc.) Please describe.

Flyers, banners, newspaper and social media

22. Will monies or donations be collected at the event? Yes No

If yes, please explain types of fees or charges and amounts.

no fees, just donations

23. How will the funds generated by the event be used?

- Programs and services for cancer patients.
 - Education, advocacy, and community outreach

24. Will food or merchandise be sold or displayed at the event? Yes No

If yes, anticipated number of food vendors: 4-5 Anticipated number of merchandise vendors: 6-8

25. Will food or merchandise be given away for free? Yes No

Please explain.

Each year, Chick-Fil-A (Shops @ Rossmoor) provides free breakfast

26. Will you require electricity for any portion of your event? Yes No

If yes, please explain in detail what the electricity will be used for and how it will be provided. (Electricity is only available in certain areas)

For our DJ and string lights.
 We can also rent/provide our own generators (as we did in June 2015)

27. Will any temporary structures or equipment be brought to the site for the event? (Stages, fencing, generators, lighting, sound system, seating, bleachers, tents, booths, portable toilets, etc.) Yes No

If yes, please describe in detail and attach site plan. Tent/Canopies larger than 10 x 10 need special permits and approval.

- 10 x 10 canopies for shade (approx. 20)
 - 16 ft. x 24 ft. stage for ceremonies
 - Tables and chairs

28. Will the event include music or amplified sound? (P.A. system, live music, recorded music, DJ, etc.) Yes No

29. If yes, describe in detail. (If live performance, please include names of performers.)

- Free Live Bands (5-6, TBD)
- DJ to play music in between

30. Please provide any additional information concerning the scope of your event not addressed above. (i.e. carnivals, game booths, animal rides, moonbounces, etc.)

Games/Information Booths, entertainment, opening/closing ceremonies, walking around the grass.

31. If you answered "Yes" to questions 1 through 3, the following are additional permits or approvals required from other County/District

Departments depending on the type of activity:

- a. O.C. Fire Authority -For tent/canopy, open flame or site plans
- b. Health Department -Food Permit from Environmental Health Division
- c. Sheriff's Department -Special Event Coordinator for Security
- d. Public Service -Barricades/cones and "no parking" signs

The proposed event may require additional review, approval, permits, licenses and/or inspections from other City departments. I understand that if I have provided false or inaccurate information on this application, the event may be canceled prior to or during the event at the discretion of the General Manager or his/her designee, and will result in forfeiture of fees paid, deposits and/or denial of current and future applications for use of District facilities and may incur additional District charges.

I am authorized to sign on behalf of the applicant/organization. I hereby certify that to the best of my knowledge and belief the above statements are true. I agree to reimburse the District for any loss or damage caused by this usage and to hold the District safe from any liability arising out of the use of the premises or equipment. I will be present throughout the activity and will be responsible for the adherence to regulations governing use of the facilities.

Name (Please Print)

Maryam Ahmadiania

Organization:

American Cancer Society

Signature:

M. Ahmadiania

Title

community manager

Date

10-2-15

FOR DEPARTMENT USE ONLY

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From: Maryam Ahmadinia
Sent: Monday, November 02, 2015 2:45 PM
To: Chris Argueta
Subject: Scope of Event - Relay For Life of Los Alamitos/Seal Beach

Hi Chris,

The American Cancer Society's signature fundraising event, Relay For Life, is an event to CELEBRATE cancer survivors, REMEMBER those we have lost to this awful disease, and FIGHT BACK to find a cure. The Relay For Life of Los Alamitos/Seal Beach is no exception. Each year in June or July, approximately 300 people gather in teams of 5-10 people to fundraise, walk the track, and fight back to ensure that people are getting their regular exams for early detection. The event is led by a team of 15 volunteers (the Event Leadership Team) who work year-round to put on this outstanding event. I, Maryam Ahmadinia, will be the staff person who oversees the management of this event. The event starts at 10am and concludes at 10pm. At 10am, there is an opening ceremony with guest speakers, a survivor speaker, presentation of sponsors and activities/entertainment schedule announcement. At sunset, small white bags line the make-shift track that honor those we have lost to this disease. Those bags are lit by LED candles and soft music plays as friends and family walk a lap of remembrance. Around 9/9:30pm, all participants gather to celebrate the success of the event and learn how they can continue the fight the rest of the year and get more involved with the American Cancer Society.

In 2015, our event made just shy of \$22,000, had over 250 participants, 5 food trucks, 8 vendors, and 17 teams. In 2016, we hope to have our event at Rush Park again and obtain an even larger audience and more funds to fight back against cancer.

A few special requests:

- Ability to bring in a jumper for our kid's camp zone (this area generates about \$500+ in fundraising revenue)
- Permission to have a stage and DJ with sound system (this is used for music, live bands, and general announcements)
- Early set-up time of 7am-9:30am before our 10am event start time
- Use of Rush Park East Room to count money in a safe/secure location
- Permission to extend our event past normal park hours *until 10pm

Thank you for your consideration.

Please do not hesitate to reach out to me with any questions or concerns.

Maryam Ahmadinia | Community Manager, Relay For Life
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Blume Drive

RELAY TRACK

Stage

Luminaria
Fight Back

Silent
Auction

Food Truck

Food Truck

Food Truck

Food Truck

Food Truck

RELAY TRACK

V

Dining Area

Dining Area

Survivor Tent

T

RELAY TRACK

Auditorium

East
Room

Registration

V

Kids
Camp

T

RELAY TRACK

T

Main Way

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

6010.00 Public Parks and Facilities: Rossmoor Community Services District (District/RCSD) parks and facilities include the Montecito Center, Rossmoor Park, Rush Park, Foster and Kempton Mini-Parks Parks and buildings designated for rent within those parks. These parks and facilities are managed by the District in response to the needs of the residents of Rossmoor and are made available for the use of community-based organizations, non-profit organizations, private individuals and commercial groups. The aim of the District is to provide parks and facilities that are a benefit and source of pride to the entire community.

6010.01 General/Short- Term Use: District parks and facilities may be used by groups, individuals or organizations. Uses include, but are not limited to: classes, events and cultural, educational, health, self-improvement and sports programs.

6010.02 Dedicated Use: Specific space or rooms within the District may be authorized for dedicated use (one to two years) when specifically approved by the Board pursuant to Policy No. 6030 Facilities—Dedicated Use of Specific District Facilities.

6010.03 Long-term Use: A recurring monthly or weekly use of District parks or facilities shall be governed by Policy No. 6020 District Parks and Facilities—Long-Term Use.

6010.04 Non-Profit Use: Use of District parks and facilities by non-profit use shall be governed by Policy No. 6021 Non-Profit Use of District Parks and Facilities.

6010.05 For Profit Use: Commercial persons or groups requesting use of District facilities for the purpose of making a profit shall be governed by Policy No. 6022 Commercial Use of District Property

6010.10 General Manager Authority: The General Manager shall have the authority to limit the hours of use for all events based on the type of activity planned, proximity to homes, the noise level anticipated from the attendees and the availability of parking needed to accommodate the event. Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless otherwise approved by the Board, no outdoor events, including preparation time or clean up time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m. or conclude after dusk on non-lighted parks and facilities or 10.00 p.m. on lighted parks and facilities. Preparation time includes, but is not limited to, any organized activity such as exercising, warming up, practicing, preparation of a field for play, preparation of a facility for the event, or any other activity if it generates excessive noise. The General Manager shall make such determinations, consistent with this or other applicable Board policies. Such determinations may be appealed to the Board as provided in Section 6010.90.

6010.20 Priority of Use: The use of District parks and facilities shall be awarded in the following order of priority: District sponsored activities; Rossmoor community organizations; Rossmoor residents; other organizations or individuals. Also, organizations currently using District facilities will be given the right of first refusal or to renew their current usage in accordance with the latest fee schedule. The General Manager may require documentation to authenticate the addresses and identities of the requester and his/her organization.

6010.30 Sunday Organized Use: User Permits for Sunday organized use of playing fields will require approval of the Board. Organized use is defined as any group which is a member of a league or association whose primary purpose is to participate in a recreational activity which has scheduled

or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are a part of organized play. Use of a facility by an informal gathering such as a family or a social gathering is not considered organized play within the meaning of this policy.

6010.40 User Permit Required: The use of any buildings or meeting rooms as set forth in Policy No. 6011.20 shall require the person or group to obtain a User Permit from the District. Use of any green space, court or field for organized activity by a group of ten (10) persons or more shall require a person or group to obtain a User Permit. User Permits for any outdoor picnic, meeting, or public gathering of fifty (50) or more shall be governed by Policy No. 6012 Group Picnics, Public Gatherings and Special Events.

6010.41 User Permit Procedures: An applicant for a User Permit must be 18 years of age (See Policy 6060.30) in order to apply for the use of a park or facility. The permittee shall make an application on forms provided by the District, accompanied by a processing fee. See Policy No. 6015 Establishment of Fees And Charges For Use Of District Parks, Buildings and Facilities. It is the responsibility of the person in charge of the event, as identified on the User Permit, to enforce the rules of this policy. Failure to enforce the rules of the District's policies is immediate grounds for revocation of a User Permit.

6010.42 Permit Requests and Deposits: A request for a User Permit should be received by the District a minimum of ten (10) calendar days prior to the requested date and may be submitted six (6) months prior to the requested date. A "reservation" fee will be required to be paid at the time the User Permit is submitted and all other required fees, in accordance with Policy 6015, must be paid at least ten (10) calendar days prior to the scheduled event or the request is invalid. If another applicant requests the same facility or field on the same date and time, the original applicant will be notified and requested to pay any unpaid fees and if that person does not do so within two (2) business days, the later applicant's request will be honored. In all cases, fees and deposits paid within ten (10) calendar days of the scheduled event must be in cash.

6010.43 Response to Applicants: Unless otherwise specified, the District will make reasonable efforts to respond to applicants within five (5) working days of receipt of application unless the request requires Board approval or if the General Manager is required to research a particular aspect of a request which is not specifically covered by Board policy. In the latter case, every attempt will be made to approve or disapprove a User Permit Request in a timely manner.

6010.44 Revocation of User Permit: A User Permit may be revoked by the General Manager upon a finding that any policy of the District has been violated by the holder of the permit or a person using District property under the authority of said User Permit. A person desiring to contest the revocation must do so as set forth in section 6010.90.

6010.50 Agreement Required: The rental of any park or facility for a commercial use shall require an Agreement between the user and the District for a sharing of revenue on terms negotiated by the parties.

6010.60 District Indemnification: Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility must sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmore Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

6010.70 Cancellation of Request By Applicant: In the event of a cancellation by the applicant, notice to the District shall be given as far in advance of the scheduled event as possible. An applicant who cancels a reservation may receive a refund for fees or deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled use. The refund will be denied, however, if another applicant has requested the same reservation and was denied that reservation because the initial applicant was advised of the secondary request and consequently paid all deposits and fees. Cancellations that do not meet the ten (10) day calendar deadline, or applications made less than ten (10) days in advance of the scheduled event, may receive a partial refund of fees and deposits only if the General Manager finds:

- a. The applicant made a reasonably good faith effort to promptly notify the District and the facility was subsequently rented for same date and time, or
- b. Extenuating circumstances beyond the applicant's control justify the refund.

In all cases, the processing and cancellation fees will be retained by the District.

6010.80 Cancellation by General Manager: Any reservation may be canceled by the General Manager if in his/her judgment the event violates any District policy. In the event of such a cancellation, notice shall be given to the applicant as far in advance of the scheduled event as possible, with a full refund of all fees and deposits made.

6010.90 Appeal to the Board: An applicant for or holder of a User Permit or any other interested person who disputes the decision of the General Manager regarding an application, denial or revocation or other matter regarding a User Permit may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the Board Agenda for the next scheduled Regular Board meeting and payment of the appeal fee as set forth in the Fee Schedule. The matter may be placed on a subsequent Board Agenda if there is insufficient time to place the matter on the agenda for the next regularly scheduled meeting of the Board. Any such appeal must be in writing and must be delivered to the General Manager within ten (10) calendar days of the contested action and must state the specific action or inaction that is being challenged. The decision of the Board shall be final.

Adopted: October 8, 2002
Amended: August 10, 2004
Amended: March 8, 2005
Amended: August 12, 2008
Amended: July 14, 2009
Amended: July 10, 2012
Readopted by Ordinance 2014-02: January 14, 2014
Amended: November 11, 2014
Readopted by Ordinance 2014-03: November 11, 2014