

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

July 10, 2012

PUBLIC COPY

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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, July 10, 2012

7:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Casey, Kahlert, Maynard, Rips
President Coletta
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS-None

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. REPORT OF THE GENERAL MANAGER RE: GOVERNANCE.
2. REPORT OF THE PUBLIC WORKS/CIP COMMITTEE.

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular Board Meeting of June 12, 2012.
- b. Special Board Meeting of June 7, 2012.
- c. Special Board Meeting of June 21, 2012.

2. MAY REVENUE AND EXPENDITURE REPORT.

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

- 1. ADOPTION OF FY 2012-2013 FINAL BUDGET

G. RESOLUTIONS

- 1. RESOLUTION NO. 12-07-10-01 APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-2013.
- 2. RESOLUTION NO. 12-07-10-02 ESTABLISHING THE ANNUAL BUDGET REVENUE AND EXPENDITURES TOTAL AMOUNT FOR FISCAL YEAR 2012-2013 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT.

H. REGULAR CALENDAR

- 1. CSDA 2012 BOARD ELECTIONS.
- 2. EXTENDED TERM AGREEMENT TO PROVIDE TENNIS INSTRUCTION-ROSSMOOR PARK-FERNANDO MOLINA.
- 3. AMENDMENT-STREET SWEEPING AGREEMENT R.F. DICKSON, LLC.
- 4. AUTHORIZE GENERAL MANAGER TO HIRE TEMPORARY ASSISTANT RECREATION LEADER.
- 5. AUTHORIZE GENERAL MANAGER TO EXECUTE AGREEMENT WITH WEST COAST ELECTRIC FOR ELECTRICAL REPAIRS-AUDITORIUM
- 6. GIVE SECOND READING TO PROPOSED POLICIES FOR USE OF DISTRICT PROPERTY.
- 7. Employment Agreement-General Counsel, Jenkins & Hogin, LLP.

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 Board members to discuss issues that are not on the Agenda, and/or to request that specific items be placed on a future Agenda. No Board action may be taken on these items that are not on the Agenda.

K. CLOSED SESSION -None

L. 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.

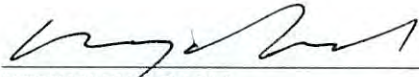
Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular 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 July 10, 2012, 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:



HENRY TABOADA
Consulting General Manager

Date 7-6-12

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: REPORT ON GOVERNANCE

RECOMMENDATION:

Receive the report and provide direction to General Manager on future governance initiatives.

BACKGROUND:

This report is intended to be a comprehensive update on a number of activities relating to governance.

ATTORNEY GENERAL OPINIONS

1. After many months, the District has received an Attorney General Opinion regarding the District's ability to contract for police services with the Orange County Sheriffs Department. County Counsel has opined that the District could only contract for "enhanced" services, but the Sheriff could not withdraw "core" services in favor of a contract with the District. The Attorney General Opinion states otherwise, in essence giving the District the prerogative to pursue such a contract in furtherance of an application to LAFCO for latent powers for police services.

2. A second Attorney General Opinion was requested by San Bernardino LAFCO which asked if an unincorporated territory of more than 150 acres could be broken up into parcels of less than 150 acres and be annexed without approval or protest by residents and property owners. The opinion stated that such an action was not permissible under the law. This opinion basically prevents the annexation of the Rossmoor Village shopping district from being divided from Rossmoor and annexed by the City of Los Alamitos.

PUBLIC RECORDS ACT REQUESTS

1. The initial Public Records Act (PRA) was submitted to the County in an effort to obtain financial data that would validate that Rossmoor is a donor community and not a drain on the County. The request prepared by the Harvey Rose Co. was closed out by the County stating that County did not possess the records being requested. They did state that they would attempt to assist the District, as time permitted.
2. A second PRA was authorized by the Board to be prepared by the Harvey Rose Co. in consultation with the law firm of the Kaufman Group. A more comprehensive request which mirrored the information compiled for the Comprehensive Financial Analysis in furtherance of the District's incorporation attempt. The County was reminded that if it could produce financial data in 2008, that it could do so again. A reply from the County is pending.

OC GRAND JURY REPORT

1. This matter was discussed at the Board's Special meeting on June 7, 2012. The report of the Grand Jury was an attempt to discount and discredit the efficiency and cost effectiveness of special districts in Orange County. The reaction to the report from special districts has been overwhelmingly negative and with expressions of disappointment and outrage.
2. The District is required to respond to the Presiding Judge of the Superior Court with an indication agreement or disagreement with the findings and recommendations of the Grand Jury. Since the District disagrees with most, if not all, of the Report, it is nonetheless required to provide a timetable for the implementation of those recommendations. As a result, the Board has engaged the legal firm of Jenkins & Hugin, LLP to advise the District on its legal strategy for the District's formal response.
3. Orange County LAFCO, the California Special Districts Association and the Independent Special Districts of Orange have uniformly objected to the Report as biased, inaccurate and damaging to the reputation of special districts which provide a number of vital services to the residents of Orange County.

ENFORCEMENT OF THE DISTRICT'S TREE POLICY

1. Recently, Orange County Public Works (OCPW) has taken an aggressive approach regarding the removal of parkway trees in

Rossmoor. Since the inception of the District in 1986, it has been the responsibility of the District to plant, trim and remove parkway trees. OCPW has now taken the position that the powers of the District do not extend to tree removals for reasons of public safety. Although the District was granted the powers of Road Commissioner for parkway trees, OCPW maintains that this is a shared power and that they are the final word on tree removal.

2. The District has met with OCPW and County Counsel to discuss a resolution of this dispute. Respective staffs have agreed to work on an agreement that would spell out the specific responsibilities of the parties. County Counsel, however, stated that any agreement reached between the two agencies would require County Board of Supervisors approval and that such approval would likely be problematic. As a result, the Board has engaged the legal services to the firm of Jenkins & Hogen, LLP to assist the District's regarding the care and maintenance of the community's urban forest.

ATTACHMENTS:

1. Attorney General Opinion re: Ability of the District to Contract for 'Core' Police Services with the Orange County Sheriff.
2. Attorney General Opinion re: Prohibiting the Division of Unincorporated Territory into Less than 150 Acres for Purposes of Avoiding the Protesting of Annexation.
3. Grand Jury Report "LET THERE BE LIGHT" DRAGGING SPECIAL DISTRICTS FROM THE SHADOWS.
4. Transmittal Letter to the Presiding Judge of the Superior Court.
5. Response to the Presiding Judge of the Superior Court.
6. Public Records Act Request Letter to Orange County CEO dated May 29, 2012.
7. Public Records Act Request Comments Letter to Orange County CEO date May 30, 2012.
8. Email dated June 4, 2012 from OCPW Stating the County's Position Regarding the Removal of Parkway Trees in Rossmoor.
9. Policy No. 3080 Parkway and Rossmoor Median Tree Maintenance.

Attachment 1

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL
State of California

KAMALA D. HARRIS
Attorney General

OPINION	:	No. 11-204
	:	
of	:	June 1, 2012
	:	
KAMALA D. HARRIS	:	
Attorney General	:	
	:	
MARC J. NOLAN	:	
Deputy Attorney General	:	
	:	

THE HONORABLE JIM SILVA, MEMBER OF THE STATE ASSEMBLY, has requested an opinion on the following questions:

1. Where a community services district has received approval from a Local Agency Formation Commission to exercise its latent power to provide police protection and law enforcement services within its boundaries, may that district contract with the county or another local public agency in order to have the county sheriff or another local agency police department provide those services?

2. If so, does state law require the district to first obtain competitive bids or otherwise solicit proposals from multiple parties?

CONCLUSIONS

1. Where a community services district has received approval from a Local Agency Formation Commission to exercise its latent power to provide police protection and law enforcement services within its boundaries, that district may contract with the county or another local public agency in order to have the county sheriff or other local agency police department provide those services.

2. Where a community services district has received approval from a Local Agency Formation Commission to exercise its latent power to provide police protection and law enforcement services within its boundaries and that district desires to contract with the county or another local public agency in order to have the county sheriff or other local agency police department provide those services, state law does not require the district to first obtain competitive bids or otherwise solicit proposals from multiple parties.

ANALYSIS

The Community Services District Law¹ provides for the establishment of community services districts, which are local entities that consist of unincorporated territory and “possess many of the rights, and perform many of the functions, normally regarded as municipal in nature.”² We are informed that one such district (District)³ wishes to exercise its “latent power”⁴ to provide police protection and law enforcement

¹ Govt. Code §§ 61000-61144 (“CSD Law”). All further references to sections of the Government Code are by section number only.

² 73 Ops.Cal.Atty.Gen. 183, 185 (1990); *see also* 89 Ops.Cal.Atty.Gen. 148, 149 (2006).

³ These questions were submitted with reference to the Rossmoor Community Services District, which is located in the northwestern portion of Orange County. At one time, a separate statutory scheme governed this specific district. *See* former §§ 60400-60971. Those provisions have been repealed. 2000 Stat. ch. 506 § 25; 1985 Stat. ch. 60 § 2; 1982 Stat. ch. 487 § 4; 1955 Stat. ch. 1746 § 2. At present, the general provisions of the CSD Law apply to Rossmoor and other community services districts statewide, so we couch our discussion in general terms.

⁴ For purposes of the CSD Law, a “latent power” means “those services and facilities authorized under Part 3 [of the CSD Law] (commencing with Section 61100) . . . , that a district did not provide prior to January 1, 2006.” § 61002(h).

services within its jurisdictional limits.⁵ While a community services district must obtain the approval of its Local Agency Formation Commission (LAFCO) before exercising any latent power,⁶ the questions presented here assume that the District has secured or will secure the requisite LAFCO approval.⁷ Once the District receives such approval, its board of directors “may, by ordinance, order the exercise of [the] power [so approved].”⁸

Thus, the questions presented for our consideration are whether the District, with LAFCO approval, may contract with the county or another local public agency to have

⁵ See § 61100(i).

⁶ § 61106(a); see also §§ 56654(b), 56824.10-56824.14. LAFCO proceedings of the type contemplated here are premised on the idea that a district’s “decision to engage in new or different functions by exercising some or all of its latent powers has the potential to impact the balance of services in a county.” See *South San Joaquin Irr. Dist. v. Super. Ct.*, 162 Cal. App. 4th 146, 156 (2008) (examining legislative intent behind relevant LAFCO statutes) (quoting Assembly Comm. on Local Govt. Rpt., Assembly 948, 2001-2002 Reg. Sess. (Apr. 24, 2001) at 4). A LAFCO must evaluate such proposals and make appropriate determinations in its role as “the “watchdog” the Legislature established to guard against the wasteful duplication of services.” *Id.* at 156-157 (quoting *Bookout v. LAFCO*, 49 Cal. App. 3d 383, 388 (1975)).

⁷ The District maintains that LAFCO approval of its proposal is warranted notwithstanding the language of section 61107(b), which states that a LAFCO

shall not, . . . , approve a district’s proposal to exercise a latent power if [the LAFCO] determines that another local agency already provides *substantially similar* services or facilities to the territory where the district proposes to exercise that latent power.

Emphasis added. Although, as discussed below, the county sheriff’s department currently fulfills its core statutory duties within the District’s unincorporated territory, the District maintains that its proposal to exercise latent law enforcement powers will call for a level of dedicated law enforcement presence and services within District boundaries that is significantly greater than—and therefore *not* “substantially similar” to—the core services currently provided by the county sheriff. Indeed, we are told, the District’s desire to provide a different and greater level of service for its territory and residents is the impetus for its request for LAFCO authorization. We express no opinion on whether the county LAFCO should approve the District’s proposal in these circumstances. For purposes of our analysis, however, we assume (as we have been asked to do) that such approval will be granted.

⁸ § 61106(b).

that agency's law enforcement department provide police protection and law enforcement services to the District and, if so, whether the contracting process must include the solicitation of competitive bids. For the reasons that follow, we conclude that, with LAFCO approval, the District may contract with the county or another local public agency for police services, and that it may do so without soliciting competitive bids.

I. Contracting for police protection and law enforcement services

State law requires a county sheriff to preserve the public peace,⁹ arrest persons who commit public offenses,¹⁰ prevent and suppress public disturbances,¹¹ and investigate the alleged commission of public offenses¹² throughout the county, including unincorporated county territory such as the area that constitutes the District.¹³ We are informed that the county sheriff is currently fulfilling these core duties within District boundaries. We are also informed, however, that the District desires to provide for its territory and residents a different and greater level of law enforcement and police protection services than are provided by the sheriff, more akin to those provided by municipal police departments. Such services would include, for example, parking enforcement and a constant presence of patrol officers.

Under the CSD Law, community services districts are statutorily authorized to provide a "myriad of public services, including those relating to police and fire protection, . . ."¹⁴ Specifically, section 61100(i) states that a community services district may provide "police protection and law enforcement services by establishing and operating a police department that employs peace officers pursuant to Chapter 4.5

⁹ § 26600.

¹⁰ § 26601.

¹¹ § 26602.

¹² *Id.*

¹³ Because the sheriff's jurisdiction extends throughout the entire county, the sheriff is authorized to perform statutory law enforcement duties in both unincorporated territories having no dedicated law enforcement department and local municipalities or districts having their own police departments. *People v. Scott*, 259 Cal. App. 2d 268, 280 (1968); 64 Ops.Cal.Atty.Gen. 846, 847 (1981); 38 Ops.Cal.Atty.Gen. 49, 50 (1961); 8 Ops.Cal.Atty.Gen. 149, 150 (1946). So, even if the District were to begin providing dedicated police services within its territory, the county sheriff's department would not be divested of its existing authority within District territory.

¹⁴ *Zack v. Marin Emerg. Radio Auth.*, 118 Cal. App. 4th 617, 637 (2004).

(commencing with Section 830) of Title 3 of Part 2 of the Penal Code.”¹⁵ Thus, under the terms of the statute, a community services district may choose to operate its own police department and to employ its own police officers.¹⁶ In addition, however, such districts possess the power to “contract with *any* local agency . . . for the provision by or to the district of any projects, *services*, or programs authorized by [the CSD Law]”¹⁷ Because providing police protection is one such authorized service, we believe that the District may enter into a contractual arrangement with either the county or another local agency for that agency to provide law enforcement services within District boundaries.

Alternatively, the CSD Law permits the District to enter into “joint powers agreements pursuant to the Joint Exercise of Powers Act,”¹⁸ Under that Act, “[i]f authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties,”¹⁹ Here, we assume that the District will have LAFCO approval to exercise the power to

¹⁵ The cited Penal Code provisions (Pen. Code §§ 830-832.9) describe various peace officer positions and duties, as well as the qualifications and training required for such positions.

¹⁶ See also 27 Ops.Cal.Atty.Gen. 261, 263 (1956).

¹⁷ § 61070 (emphasis added). The full text of the statute is as follows:

A district may contract with any local agency, state department or agency, federal department or agency, or any tribal government for the provision by or to the district of any facilities, services, or programs authorized by this division, within or without the district, subject to compliance with Section 56133.

Section 56133 generally requires LAFCO approval where a district or city seeks to provide a “new or extended service outside its jurisdictional boundaries[.]” See § 56133(a)-(c). These provisions might come into play, for example, were the District to propose having a neighboring city’s police department provide law enforcement services within the District’s (and therefore outside that city’s own) jurisdictional boundaries. We are informed that the county LAFCO has asked the District to submit, as part of the District’s application to exercise latent powers, its proposed contract with the local agency that would provide law enforcement services to the District. Thus, LAFCO approval of the District’s application as a whole would necessarily include any approval required under section 56133 regarding the provision of extraterritorial services.

¹⁸ § 61060(j). The Joint Exercise of Powers Act is codified at sections 6500 through 6599.3.

¹⁹ § 6502.

provide law enforcement services within its boundaries, and that any local agency with which the District might contract—including the county or a neighboring city, for example—would already be exercising law enforcement powers within its own jurisdiction. It is not, however, “necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised.”²⁰ Furthermore, notwithstanding the use of the term “*joint* powers,” the contracting agency “may agree to provide *all* or a portion of the services to the other parties [here, the District] in the manner provided in the [joint powers] agreement.”²¹ Indeed, under similar circumstances, we have previously concluded that there could be “no valid objection” to a joint powers agreement between a community services district and a county to have the county sheriff provide law enforcement services within the district there at issue.²²

Therefore we conclude that, where a community services district has received LAFCO approval to exercise its latent power to provide police protection and law enforcement services within its boundaries, that district may contract with the county or another local public agency in order to have the county sheriff or other local agency police department provide those services.

2. Competitive bidding not required

Having concluded that the District may contract with the county or another local agency for law enforcement services within District boundaries, we next consider whether state law requires the District to solicit competitive bids before entering into such a contract. As discussed above, the CSD Law expressly permits the District (1) to contract with any other local agency for a service that is otherwise authorized under the CSD Law²³ and/or (2) to enter into joint powers agreements with other agencies for these purposes.²⁴ As a rule, “absent a statutory requirement, a public entity is not bound to engage in competitive bidding.”²⁵ In neither of the authorized scenarios under

²⁰ *Id.*

²¹ § 6506 (emphasis added).

²² 38 Ops.Cal.Atty.Gen. at 52; *see also* 67 Ops.Cal.Atty.Gen. 145, 148 (1984) (community services district may “contract with the county to have its roads patrolled and its ordinances enforced by the sheriff”).

²³ § 61070.

²⁴ § 61060(j).

²⁵ *San Diego Serv. Auth. for Freeway Emergs. v. Super. Ct.*, 198 Cal. App. 3d 1466, 1469 (1988); *see also Smith v. City of Riverside*, 34 Cal. App. 3d 529, 535-536 (1973);

consideration here is there a statutory requirement that a community services district engage in competitive bidding before contracting with another public agency.²⁶

Therefore we conclude that, where a community services district has received LAFCO approval to exercise its latent power to provide police protection and law enforcement services within its boundaries and that district desires to contract with the county or another local public agency in order to have the county sheriff or other local agency police department provide those services, state law does not require the district to first obtain competitive bids or otherwise solicit proposals from multiple parties.

Co. of Riverside v. Whitlock, 863, 877-878 (1972); *Davis v. City of Santa Ana*, 108 Cal. App. 2d 669, 677-678 (1952); 72 Ops.Cal.Atty.Gen. 86 (1989); 38 Ops.Cal.Atty.Gen. 92, 93 (1961).

²⁶ By contrast, community services districts (like most governmental agencies) are generally required to use competitive bidding in connection with contracting to purchase materials or supplies for public works projects or contracting for the construction of such projects where the cost exceeds a certain monetary threshold. See Pub. Cont. Code §§ 20682 (materials and supplies), 20682.5 (construction contracts).

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL
State of California

KAMALA D. HARRIS
Attorney General

OPINION	:	No. 10-902
	:	
of	:	June 1, 2012
	:	
KAMALA D. HARRIS	:	
Attorney General	:	
	:	
MARC J. NOLAN	:	
Deputy Attorney General	:	
	:	

THE HONORABLE GLORIA NEGRETE McLEOD, MEMBER OF THE STATE SENATE, has requested an opinion on the following questions:

1. What constitutes an “island” within the meaning of Government Code section 56375.3, pertaining to the annexation of surrounded or substantially surrounded islands of unincorporated territory?
2. Does Government Code section 56375.3 require the annexation of an “entire island” or “entire unincorporated island” as set forth, respectively, in subdivisions (b)(1) and (b)(2) of that statute?
3. May a Local Agency Formation Commission split up an unincorporated island that exceeds 150 acres into smaller parcels in order to utilize the streamlined “island annexation” procedures set forth in Government Code section 56375.3 and thereby avoid the landowner/voter protest proceedings that would otherwise be required?

CONCLUSIONS

1. For purposes of Government Code section 56375.3, an “island” is an area of unincorporated territory that is (1) completely surrounded, or substantially surrounded—that is, surrounded to a large degree, or in the main—either by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean, or (2) completely surrounded by the city to which annexation is proposed and adjacent cities. An “island” may not be a part of another island that is surrounded or substantially surrounded in this same manner.

2. Government Code section 56375.3 requires the annexation of an “entire island” or “entire unincorporated island” as set forth, respectively, in subdivisions (b)(1) and (b)(2) of that statute.

3. A Local Agency Formation Commission may not split up an unincorporated island that exceeds 150 acres into smaller segments of 150 acres or less in order to utilize the streamlined “island annexation” procedures set forth in Government Code section 56375.3 and thereby avoid the landowner/voter protest proceedings that would otherwise be required.

ANALYSIS

Under the Cortese-Knox-Hertzberg Local Government Act of 2000 (Act),¹ a Local Agency Formation Commission (LAFCO) exists in each county² “to encourage orderly growth and development and the assessment of local community services needs.”³ Among its broad powers, a LAFCO is authorized to “review and approve or disapprove with or without amendment, wholly, partially, or conditionally, proposals for changes of [local agency] organization or reorganization, consistent with [its] written policies, procedures, and guidelines”⁴ Annexation⁵ of unincorporated territory to a city is one type of “change of organization.”⁶

¹ Govt. Code §§ 56000-57550. Further references to the Government Code are by section number only.

² §§ 56325-56337.

³ See *Antelope Valley-East Kern Water Agency v. Local Agency Formation Commn.*, 204 Cal. App. 3d 990, 994 (1988); see also § 56001.

⁴ § 56735(a)(1).

⁵ “Annexation” means the annexation, inclusion, attachment, or addition of territory to a city or district. § 56017.

⁶ § 56021(c); *Fig Garden Park No. 2 Assn. v. Local Agency Formation Commn.*, 162

A proposal for annexation of unincorporated territory to a city is initiated either by the filing of a petition signed by the requisite number of persons in the affected territory,⁷ or by the filing of a resolution by the city council proposing the annexation. The petition or resolution is part of an annexation application filed with the county LAFCO.⁸ When it receives an application, the LAFCO conducts an initial public hearing on the matter, after which it may approve or disapprove the proposal, with or without conditions.⁹ Generally speaking, if the LAFCO gives its initial approval to a proposed annexation, it then conducts another proceeding to measure any protests from residents or landowners within the affected territory.¹⁰ Ultimately, if the LAFCO approves the proposal, and the proposal is not subsequently defeated either by a sufficient number of written protests or by a majority of votes cast in a confirmation election,¹¹ the LAFCO will record a certificate of completion that sets forth the effective date of the annexation.¹²

Section 56375.3, which is the focus of our inquiry, contains a limited exception to this general sequence of events. It provides a streamlined procedure whereby a LAFCO may approve a proposed annexation “and waive protest proceedings [] entirely” if the annexation proposal is initiated by a resolution of the annexing city between January 1, 2000, and January 1, 2014,¹³ and the LAFCO determines that the area to be annexed is an *island* of territory that meets certain requirements.¹⁴ The legitimacy of some so-called “island annexations” has been questioned on the ground that some LAFCOs are said to have misinterpreted the statutory “island” requirements and, as a result, deprived affected residents and landowners of their legal right to protest and vote upon annexation proposals in situations where the territory in question does not qualify as an “island.”

Cal. App. 3d 336, 347 (1984).

⁷ “‘Affected territory’ means any territory for which a change of organization or reorganization is proposed or ordered.” § 56015.

⁸ §§ 56650-56653, 56700.

⁹ §§ 56828, 56880.

¹⁰ §§ 57000, 57002, 57008, 57025, 57050-57052.

¹¹ §§ 57075, 57078.

¹² §§ 57200-57203.

¹³ § 56375.3(a)(1).

¹⁴ § 56375.3(b).

Of specific interest to the requestor of this opinion are the requirements that the territory in question

- “does not exceed 150 acres in area, and that area constitutes the entire island,”¹⁵
- “constitutes an entire unincorporated island located within the limits of a city,”¹⁶ and
- is either “[s]urrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean,” or “[s]urrounded by the city to which annexation is proposed and adjacent cities.”¹⁷

In analyzing the predecessor statute of what is now section 56375.3,¹⁸ the Court of Appeal in *Fig Garden Park No. 2 Association v. LAFCO* recognized that “there is a strong governmental interest in avoiding pockets of unincorporated territory.”¹⁹ Nonetheless, the court observed that the “entire island” concept [now set forth in section 56375.3] “was introduced into the statute to prevent piecemeal annexation of large

¹⁵ § 56375.3(b)(1).

¹⁶ § 56375.3(b)(2). To satisfy this provision, the territory in question may also “constitute [] a reorganization containing a number of individual unincorporated islands.” *Id.* Our analysis, however, is limited to the context of a single island of unincorporated territory.

¹⁷ § 56375.3(b)(3)(A), (B). For purposes of our analysis, we assume a case in which there is no dispute over whether a given territory meets the other requirements of section 56375.3(b). *See* § 56375.3(b)(4) (territory must be “substantially developed or developing”), (b)(5) (territory is “not prime agricultural land, . . .”) & (b)(6) (territory “will benefit from the change of organization . . . or is receiving benefits from the annexing city”). We further assume there is no claim that a given territory is expressly made ineligible for the protest-waiving procedure. § 56375.3(c); *see* Health & Safety Code § 33492.41(e) (applicable to certain territories in the Inland Valley Redevelopment Project Area).

¹⁸ *See* former § 35150(f).

¹⁹ *Fig Garden Park*, 162 Cal. App. 3d at 342; *see Weber v. City Council*, 9 Cal. 3d 950, 965 (1973)

surrounded or substantially surrounded areas, thus prohibiting the circumvention of the 100-acre [currently 150-acre] limitation and/or the annexation of smaller areas within larger substantially surrounded areas.”²⁰

A few years earlier, we too had concluded that the “entire island” requirement of section 56375.3’s predecessor statute demonstrated a legislative intent to preclude “the annexation of a *part of* an island under this statutory provision.”²¹

It would be unreasonable to conclude that the statute’s 100-acre [now 150-acre] limitation is without significant meaning. If a proposed area of annexation could constitute a portion of a larger territory, the . . . limitation could be easily circumvented by separate annexation proceedings. We do not believe that the Legislature intended piecemeal annexation as a means to thwart citizen participation in the decision making process.²²

As the current questions indicate, there continues to be concern that the streamlined island annexation procedures not be used (or misused) in a way that would deprive residents and landowners of their statutory rights²³ to protest and vote upon an annexation proposal. With this background in mind, we turn to the questions posed in this request.

1. Meaning of “island”

The first question is: what does the term “island” mean for purposes of section 56375.3? Although numerous terms are defined in the Act,²⁴ “island” is not one of them. The most apt dictionary definition²⁵ is “something resembling an island by its isolated,

²⁰ *Fig Garden Park*, 162 Cal. App. 3d at 343.

²¹ 63 Ops.Cal.Atty.Gen. 343, 345 (1980) (emphasis in original) (analyzing former § 35150(f)).

²² *Id.*

²³ Courts have consistently rejected the suggestion that residents and landowners have a *constitutionally*-protected right to protest a proposed annexation. *Weber v. City Council*, 9 Cal. 3d at 958-965; *Fig Garden Park*, 162 Cal. App. 3d at 348; *I.S.L.E. v. Co. of Santa Clara*, 147 Cal. App. 3d 72, 79-80 (1983); *Beck v. Co. of San Mateo*, 154 Cal. App. 3d 374, 378-381 (1984); *Scuri v. Bd. of Supervisors of Ventura Co.*, 134 Cal. App. 3d 400, 404-406 (1982).

²⁴ See §§ 56010-56081.

²⁵ Where the statutory scheme does not provide a definition, the general rule in

surrounded, or sequestered position.”²⁶ This definition fits well with the statute’s requirement that the territory be either “[s]urrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean,” or “[s]urrounded by the city to which annexation is proposed and adjacent cities.”²⁷ Unlike other provisions of the statute, which focus on an island’s maximum acreage²⁸ or degree of development,²⁹ this provision sets forth an implied definition of what features are essential to constitute an island in the first place.

The *Fig Garden Park* court also concluded that these descriptive elements constituted the “determining factor” in “initially determining the existence and parameters of an island.”³⁰ If a territory is found to be “surrounded” or “substantially surrounded” in the manner described, then “that fixes the dimension and existence of the island.”³¹ One of a LAFCO’s responsibilities is to “review the boundaries of the territory involved in any proposal with respect to the definiteness and certainty of those boundaries, the nonconformance of proposed boundaries with lines of assessment or ownership, and other similar matters affecting the proposed boundaries.”³² If the LAFCO determines that an area constitutes an “island,” and if that determination results in an order for annexation, neither the initial determination nor the resulting order may be set aside in the absence of fraud or “a prejudicial abuse of discretion”³³ (meaning that the LAFCO’s “determination or decision is not supported by substantial evidence in light of the whole record.”)³⁴

scrutinizing the words of a statute is to “give them their usual, ordinary meaning, which in turn may be obtained by referring to a dictionary.” *Smith v. Selma Community Hosp.*, 188 Cal. App. 4th 1, 30 (2010).

²⁶ *Webster’s New International Unabridged Dictionary* 1198 (3d ed., Merriam-Webster 2002); see also *Schaeffer v. Co. of Santa Clara*, 155 Cal. App. 3d 901, 903 (1984) (referring to dictionary definition of “island”).

²⁷ § 56375.3(b)(3).

²⁸ § 56375.3(b)(1).

²⁹ § 56375.3(b)(4).

³⁰ *Fig Garden Park No. 2 Assn.*, 162 Cal. App. 3d at 343 (analyzing former § 35150(f)).

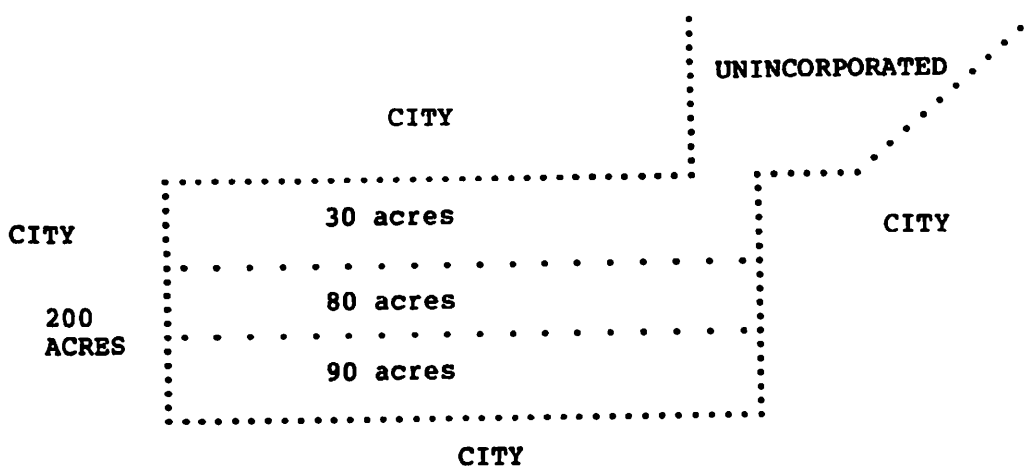
³¹ *Id.*

³² § 56375(l).

³³ § 56107(c); see *Simi Valley Recreation & Park Dist. v. Local Agency Formation Commn. of Ventura Co.*, 51 Cal. App. 3d 648, 685-687 (1975).

³⁴ § 56107(c).

That said, more guidance may be helpful in describing what qualifies as “surrounded” or substantially “surrounded” territory for purposes of determining the existence of an island. To better understand these terms, we find it helpful to refer to a diagram set out in the *Fig Garden Park* opinion:



With reference to this diagram, the court explained that:

... in the above example, the outer perimeter of the 200-acre unincorporated parcel is substantially surrounded by the city. If the parcel were 100 acres or less, it would be eligible for a [former] section 35150(f) annexation. Since it is not 100 acres or less, it is not eligible. The concept would be violated if the City attempted to break up the 200 acres into smaller parcels 100 acres or less, thus otherwise qualifying the individual parcels for annexation within the 100-acre limitation. Such a procedure would tend to circumvent the 100-acre limitation and the “entire island” concept would prohibit it.³⁵

The court performed this analysis with “the purpose of reconciling and harmonizing the two terms ‘entire island’ and ‘substantially surrounded’ area in an effort to give effect and meaning to both, consistent with the general legislative purpose.”³⁶ We note, and agree with, the court’s implicit determination that a territory may be an “island” even if it is not *completely* surrounded (although a completely surrounded territory would

³⁵ *Fig Garden Park*, 162 Cal. App. 3d at 343. Recall under former section 35150(f), the maximum acreage permitted for an “island annexation” was 100 acres. Under section 56375.3(b)(1), it is now 150 acres.

³⁶ *Id.* at 342-343.

certainly qualify as an island as well). Indeed, we said as much in our 1980 opinion.³⁷ We believe that any other conclusion would render superfluous the phrase “or substantially surrounded,” and we are not free to construe a statute in a way that would render any part of it meaningless.³⁸

In turn, the examples contained in published cases provide guidance as to the meaning of “substantially surrounded.” In *Fig Garden Park*, the annexing city bordered along 97 percent of the total perimeter of the substantially surrounded island that the court found to exist, with a 230-foot gap leading into “county property extending for miles.”³⁹ In *Scuri v. Board of Supervisors*, upon which the *Fig Garden Court* partially relied, territories surrounded by the annexing city along 79.8 percent, 89.13 percent, and 82.4 percent of their perimeters were each found to be substantially surrounded islands.⁴⁰ In *Schaeffer v. County of Santa Clara*,⁴¹ an area surrounded along 68 percent of its perimeter by the annexing city was assumed to be substantially surrounded.⁴²

It is not our province to read any mathematically precise percentage requirement into the term “substantially surrounded” where the Legislature has chosen to let the term stand on its own.⁴³ Rather, we give the word “substantially” its ordinary meaning, which

³⁷ 63 Ops.Cal.Atty.Gen. at 345 (“The proposed territory can still be an ‘island’ although only ‘substantially’ surrounded by the annexing city and, for example, a county boundary, where another city is adjacent to the territory.”)

³⁸ See *Ste. Marie v. Riverside Co. Regional Park & Open Space Dist.*, 46 Cal. 4th 282, 289 (2009) (construction should “accord meaning to every word and phrase in a statute”). Also, we note that section 56375.3(b)(3), in addition to allowing island annexation if a territory is “[s]urrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean,” also permits island annexation for a territory that is “[s]urrounded by the city to which annexation is proposed and adjacent cities.” This second circumstance *does not* contain the phrase “or substantially surrounded.” From this, we surmise that the Legislature intended that the latter type of island must be *completely* surrounded, while the former may either be completely surrounded or substantially surrounded.

³⁹ *Fig Garden Park*, 162 Cal. App. 3d at 341.

⁴⁰ *Scuri*, 134 Cal. App. 3d at 408-409.

⁴¹ 155 Cal. App. 3d 901.

⁴² The *Schaeffer* court concluded that the annexation of this territory, which it assumed to be substantially surrounded, was improper for other reasons.

⁴³ We note, however, that in 2004 the Legislature considered inserting a requirement into the island annexation provisions that would have specified that “[n]ot less than 51 percent of the exterior boundary of the territory to be annexed is surrounded by the city to

in this case is “in a substantial manner: so as to be substantial,”⁴⁴ with “substantial” best defined in this context as “being that specified to a large degree or in the main.”⁴⁵ Thus, a LAFCO’s decision that a given territory is “substantially surrounded” would be evaluated as to whether there is “substantial evidence in light of the whole record”⁴⁶ to support a finding that the territory is surrounded, to a large degree or in the main, in the manner prescribed by section 56375.3(b)(3). In any event, we believe that our interpretation of the statutory terminology is understandable and intuitive enough to foreclose the argument, advanced by some, that an “island” may not be contiguous to any other unincorporated territory (which is another way of saying that an island of unincorporated territory must be completely surrounded).⁴⁷

And finally, before leaving this topic altogether, we note that there is an additional limitation on whether a particular territory may be deemed an “island” subject to annexation under section 56375.3. That is, the territory may not be a part of a larger island that is itself surrounded, or substantially surrounded, in the manner described in section 56375.3(b)(3). The *Schaeffer* decision illustrates this principle. The territory at issue in *Schaeffer* was a small (19.73-acre) portion of a 600-acre tract of irregularly-

which the annexation is proposed, by that city and a county boundary or the Pacific Ocean, or that city and another city.” Sen. 1266, 2003-2004 Reg. Sess. (as introduced Feb. 13, 2004; as amend. Apr. 14, 2004). Ultimately, the Legislature settled on the term “substantially surrounded” without further specificity.

⁴⁴ *Webster’s New International Unabridged Dictionary* 2280.

⁴⁵ *Id.*

⁴⁶ *See* § 56107(c).

⁴⁷ Because this interpretation flows directly from the language of the statute, it is not necessary to resort to legislative history to ascertain the Legislature’s intent. Nevertheless, we have examined the history, and we believe that it reinforces our conclusion. Before section 56375.3 was amended in 2004, subdivision (b)(1) of the statute permitted a LAFCO to waive protest hearings if the territory to be annexed “does not exceed 75 acres in area, that area constitutes the entire island, *and that island does not constitute a part of an unincorporated area that is more than 100 acres in area.*” The italicized phrase was added to the statute in 1985 (1985 Stat. ch. 541 § 3) but removed in 2004 (2004 Stat. ch. 96 § 1). It was therefore not at issue in the *Fig Garden Park* case, nor is it at issue here. Nonetheless, the very fact that this phrase has come and gone from the statute confirms our understanding that the current legislation is intended to allow LAFCOs the latitude to approve annexations of substantially surrounded islands even when the final boundary configurations result in some connection between the island and another swath of unincorporated territory. Again, the *Fig Garden Park* diagram provides a helpful illustration of such circumstances.

shaped unincorporated territory. The larger tract was completely surrounded by the annexing city, and thus constituted an island within the city limits.⁴⁸ While the court accepted the premise that the smaller portion could be considered “substantially surrounded” based on the fact that it was 68 percent surrounded by the city, the court was not persuaded by the argument that the smaller territory should be treated as “an island within the larger 600-acre island.”⁴⁹ Focusing on the statute’s “entire island” requirement, the court held that such an annexation

would defeat the statutory purpose that only “entire islands” within a city’s confines be annexed. And it would visit violence upon another of the statute’s dictates, i.e., that the total area to be annexed “*not exceed 100 acres.*” For if *part* of an otherwise forbidden larger island might be so annexed, that proceeding could be followed by other such proceedings, and yet others, until an entire 600 acres . . . be so consumed, contrary to the clear legislative purpose that areas more than 100 acres in size *not* be annexed under section 35150.⁵⁰

In essence, then, the *Schaeffer* court harmonized the statute’s “entire island” provision with its “surrounded or substantially surrounded” provision to determine whether the territory under consideration qualified as an island. The *Fig Garden Park* decision took the same approach,⁵¹ as do we in reaching our conclusions here.

We therefore conclude in response to the first question that, for purposes of section 56375.3, an “island” is an area of unincorporated territory that is (1) completely surrounded, or substantially surrounded—that is, to a large degree or in the main surrounded—by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean, or (2) completely surrounded by the city to which annexation is proposed and adjacent cities. An island may not be a part of another island that is surrounded or substantially surrounded in this same manner.

2. The “entire” island

While we have already touched on the subject in connection with the definition of an “island,” we now directly address the question whether section 56375.3 requires the annexation of an “entire island” or “entire unincorporated island” as set forth,

⁴⁸ *Schaeffer*, 155 Cal. App. 3d at 905.

⁴⁹ *Id.*

⁵⁰ *Id.* Again, the current maximum area is set at 150 acres. §56375.3(b)(1).

⁵¹ 162 Cal. App. 3d at 342-343.

respectively, in subdivisions (b)(1) and (b)(2) of that statute. A straightforward reading of these provisions compels an affirmative response. Simply put, once the boundaries of an island are fixed, the question under section 56375.3(b)(1) becomes whether the island's territory is 150 acres or less. If so, the territory is subject to annexation under the streamlined procedures of section 56375.3; if not, it is not subject to these procedures.

A LAFCO lacks discretion or authority to use streamlined procedures to annex an island that exceeds 150 acres in area or that does not constitute the entirety of the island in question. Again, because the words used in a statute are to be given their usual, ordinary meaning in the absence of any legislative intent to the contrary,⁵² we consult the dictionary for the meaning of the word "entire." We believe that it is most reasonably defined in this context as "with no element or part excepted," "whole," "complete," or "total."⁵³ Annexing *part* of a given island would run afoul of the command of section 56375.3(b)(1) and (b)(2).⁵⁴ Our conclusion is consistent with case law and with our own 1980 opinion on island annexations.⁵⁵

So, in response to the second question, we conclude that Government Code section 56375.3 requires the annexation of an "entire island" or "entire unincorporated island" as set forth, respectively, in subdivisions (b)(1) and (b)(2) of that statute.

3. Dividing an island not allowed

In light of our previous conclusions, we may easily dispose of the third question presented, that is, whether a LAFCO may split up an unincorporated island that exceeds 150 acres into smaller segments of 150 acres or less in order to use the section 56375.3 annexation procedures, and thereby avoid the landowner/voter protest proceedings that would otherwise be required. We conclude that it may not. To split an unincorporated island into smaller pieces for annexation is an action that simply may not be reconciled with the statutory requirement that, to utilize the protest-waiving procedures for island annexation under section 56375.3, a LAFCO must order the annexation of the *entire* island.

A LAFCO has no discretion to disregard this statutory mandate. The requirement is specifically designed to prevent piecemeal annexation as a means of circumventing the

⁵² *Smith v. Selma Community Hosp.*, 188 Cal. App. 4th at 30.

⁵³ *Webster's New International Unabridged Dictionary* 758.

⁵⁴ See § 56375.3(b)(1) ("entire island"), (b)(2) ("entire unincorporated island").

⁵⁵ See *Fig Garden Park*, 162 Cal. App. 3d at 343-346; *Schaeffer*, 155 Cal. App. 3d at 903-905; *Scuri*, 134 Cal. App. 3d at 407-409; 63 Ops.Cal.Atty.Gen. at 345.

citizen participation in the annexation process. Several appellate court decisions and our own 1980 opinion are in accord.⁵⁶ In addition, the prohibition against subdividing territory for island annexation purposes is further reinforced by section 56375.4(a). That section generally prohibits the use of section 56375.3 to annex territory that “became surrounded or substantially surrounded by the city to which annexation is proposed” after January 1, 2000, meaning that a city cannot now annex part of a territory and thereby create a remaining territory (of 150 acres or less) that would later be subject to a subsequent annexation under the streamlined procedure.

Therefore, we conclude in response to the third question that a LAFCO may not split up an unincorporated island that exceeds 150 acres into smaller parcels in order to utilize the streamlined “island annexation” procedures set forth in Government Code section 56375.3 and thereby avoid the landowner/voter protest proceedings that would otherwise be required.

⁵⁶ See *Fig Garden Park*, 162 Cal. App. 3d at 343-346; *Schaeffer*, 155 Cal. App. 3d at 903-905; *Scuri*, 134 Cal. App. 3d at 407-409; 63 Ops.Cal.Atty.Gen. at 345.



ORANGE COUNTY GRAND JURY

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www.ocgrandjury.org • FAX 714/834-5555

April 20, 2012

Henry Taboada, General Manager
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720

CONFIDENTIAL

Dear Mr. Taboada:

Enclosed is a copy of the 2011-2012 Orange County Grand Jury report, *“Let There Be Light” Drugging Special Districts from the Shadows*. Pursuant to *Penal Code 933.05(f)*, a copy of the report is being provided to you at least two working days prior to its public release. Please note that, *“No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.”* (Emphasis added.) It is required that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code 933.05(a)* and (b), copy attached.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Thomas J. Borris, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than 90 days after the public release date, April 27, 2012, in compliance with *Penal Code 933*, copy attached. The due date then is July 26, 2012.

Should additional time for responding to this report be necessary for further analysis, *Penal Code 933.05(b)(3)* permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code 933.05(b)(3)*, to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on April 27. Upon public release, the report will be available on the Grand Jury web site (www.ocgrandjury.org).

Very truly yours,

Roy B. Baker III, Foreman
2011-2012 ORANGE COUNTY GRAND JURY

RBB:dv

Enclosures
Grand Jury Report
Penal Code 933, 933.05

“LET THERE BE LIGHT”

CONFIDENTIAL

DRAGGING SPECIAL DISTRICTS FROM THE SHADOWS

*“No government ever voluntarily reduces itself in size.
Government programs, once launched, never disappear.*

*Actually, a government bureau is the nearest thing to eternal life we'll ever see on this earth!”
Ronald Reagan*

SUMMARY

Orange County has almost as many independent special districts as city governments. Special districts are independent government agencies formed many years ago to provide services that neither the county nor the local cities were able or willing to provide. Orange County contains 27 of these special districts.

Between 1919 and 1964, when the population of the county was about a quarter of what it is today, only two-thirds of the cities were incorporated. These local independent governments (special districts) are not accountable to local cities, the County of Orange, or the State of California for their day-to-day operations. Some are funded by allocations from the 1% property tax and fees and are governed by locally elected or appointed directors. They have generated annual budgets totaling more than \$718,000,000 and amassed unrestricted reserves greater than \$866,000,000.

The 2011-2012 Orange County Grand Jury believes these special districts should be removed from the county government tax system, absorbed by other agencies, consolidated, or privatized.

No logical reason exists for these agencies to continue to use tax dollars to finance themselves. Numerous studies have declared California special districts “ineffective” and “redundant”. However, their operational independence, from not only city, county and state government, but also local tax-paying citizens has perpetuated their existence. While each performs actual or perceived necessary services, the continued independent structure of some special districts has become “unnecessary or obsolete.”¹

For over fifty years, various government agencies have identified inefficiencies and lack of transparency of these once useful government agencies. During that time, only minor changes have been made to correct or dissolve most of these shadow governments.

Past recommendations should be reconsidered for implementation. Sewer and water districts (often considered “enterprise” districts) should be weaned from the tax rolls and become solely fee based, and possibly privatized. Community service districts (often considered “non-enterprise” districts) should remove themselves from the tax rolls and have their services provid-

¹ Orange County Grand Jury; *Report on Special Districts and County Islands*; October 21, 1971

ed by the surrounding cities or local homeowners associations. Library districts should be absorbed into the local city government or the County Library System. The County Cemetery District and the County Vector Control District, the only countywide special districts, should be incorporated into the general county budget.

All taxes for special districts and other government agencies should be made transparent by specifically showing them separately within the 1% property tax bill sent to the taxpayer. All the allocations for the various government taxes and assessments should be clearly shown on the secured property tax bill. The taxpayer deserves to know where the taxes are being allocated. The Board of Supervisors should require that each tax and assessment be set forth plainly on the tax bill similar to the FDA requirement of showing the make-up and content of food and drugs. In addition, all the special districts should provide their constituents with an independent performance audit at least once every three years.

Finally, the special districts should be commended for the services they have provided in the past, and given a hearty blessing for the tax-free services they will provide in the future.

REASON FOR STUDY

This study is aimed at informing the public about special districts.

- What are the special districts in Orange County?
- How are they governed?
- Who are their constituents?
- What do they provide to their constituents?
- How are constituents involved in the operations?
- What is the source of special district funds?
- What are the assets and reserves of the special districts?
- Are alternative sources of funds and services available?

This study addresses these questions about Orange County special districts:

- Why, when and how were they formed?
- Is their original intent still being met?
- Are they still meeting their purpose?
- How well do they communicate with their constituents?
- Are there better ways to finance them and meet the needs of their constituents?

METHOD OF STUDY

The 2011-2012 Orange County Grand Jury used the following resources and methodology to learn about the special districts in Orange County.

- Reviewed county and state sources to define special districts and determine how many are in Orange County.
- Identified the special districts in Orange County.
- Reviewed LAFCO reports.
- Reviewed the state laws related to the various special districts.
- Reviewed the past Grand Jury reports related to special districts.²
- Reviewed the web sites of special districts for clarity and transparency.
- Reviewed the Orange County Auditor-Controller's tax ledgers.³
- Compiled the data and information from the special districts in Orange County.⁴
- Presented findings and recommendations.

Some of these were informative. Others gave direction for further resources and all were educational.

Much of the data used in this was gathered from the various special districts response to a request for information from the 2011-2012 Orange County Grand Jury. Some represented different fiscal years. Consequently, at the time of the publication of this study the data may differ.

BACKGROUND AND FACTS

What is a special district?

The Government Code of California defines a special district as “any agency of the state for the local performance of governmental or proprietary functions within limited boundaries”.⁵ They have four common characteristics:

- A form of local government;
- Governed by a board of directors;
- Providing services and facilities;
- Defined by specific boundaries.

Special districts have also been categorized as “enterprise districts” (those that sell products) or “non-enterprise districts” (those that only provide services) and “independent” or “dependent” special districts. All the special districts studied herein were “independent” special districts.

The number of special districts varies depending on one's definition. Among others, they include fire protection, cemetery, community service, county water, state water, reclamation, resource

² See *Appendix A* for a list of past related grand jury reports

³ Orange County Auditor-Controller web site; *Tax Ledger; Special Districts and Mello-Roos CFD-Governed by Local Boards (Bank elsewhere) and Special Districts and Mello-Roos CFD-Governed by Local Boards (Bank with OC Treasurer)*; 12/2/2011

⁴ See *Appendix B* for information gathering letter sent to the special districts

⁵ *California Government Code* §16271

conservation, sanitation, and recreation & parks. The State Controller identifies 4,787 of these special districts in the State of which 55 are in Orange County.⁶ The California Little Hoover Commission in their 2000 report noted more than 3,800 special districts in the State.⁷ The California Special Districts Association identifies 2,189 special districts statewide. The Orange County Register lists 75 special districts in Orange County.⁸ The Orange County Auditor-Controller's office lists only 40 special districts.⁹ So, how many special districts are in Orange County?

The Local Agency Formation Commission (LAFCO) of Orange County, which is authorized to facilitate constructive changes in governmental structure and boundaries,¹⁰ identifies only 27 special districts within the county.¹¹ The 2011-2012 Orange County Grand Jury study centers on these 27 agencies. Please see the maps (Figures 2, 3 & 4 prepared by LAFCO) on pages 6, 7 & 8 for the location of these various special districts.

Thirteen additional special districts that are on the Auditor-Controller's list, but are not on LAFCO's list, include major countywide agencies such as:

- Orange County Flood Control;
- Orange County Fire Authority;
- Orange County Sanitation District;
- Orange County Transit Authority; and
- several County Service Areas (CSAs),¹² that include:
 - Cypress Recreation and Parks;
 - Garden Grove Sanitary;
 - Laguna Beach County Water;
 - Santiago Water (now a part of the Irvine Ranch Water District).

The 27 special districts in Orange County were formed as early as 1919 and as late as 1964. They include six community service districts, two library districts, two countywide districts, one parks and recreation district, four sanitation districts, five combined water and sanitary districts, and seven water districts. ✓

See Figure No. 1 for a graphic illustration of the founding of cities and special districts versus the growth of Orange County.

⁶ California State Controller John Chiang; *Government Compensation in California*; Calendar Year 2009

⁷ California Little Hoover Commission; *Special Districts: Relics of the Past or Resources for the Future*; Executive Summary; May 2000

⁸ Orange County Register; *OC Watchdog*; May 9, 2011

⁹ Orange County Auditor-Controller; *2011 Tax Ledger Tables*

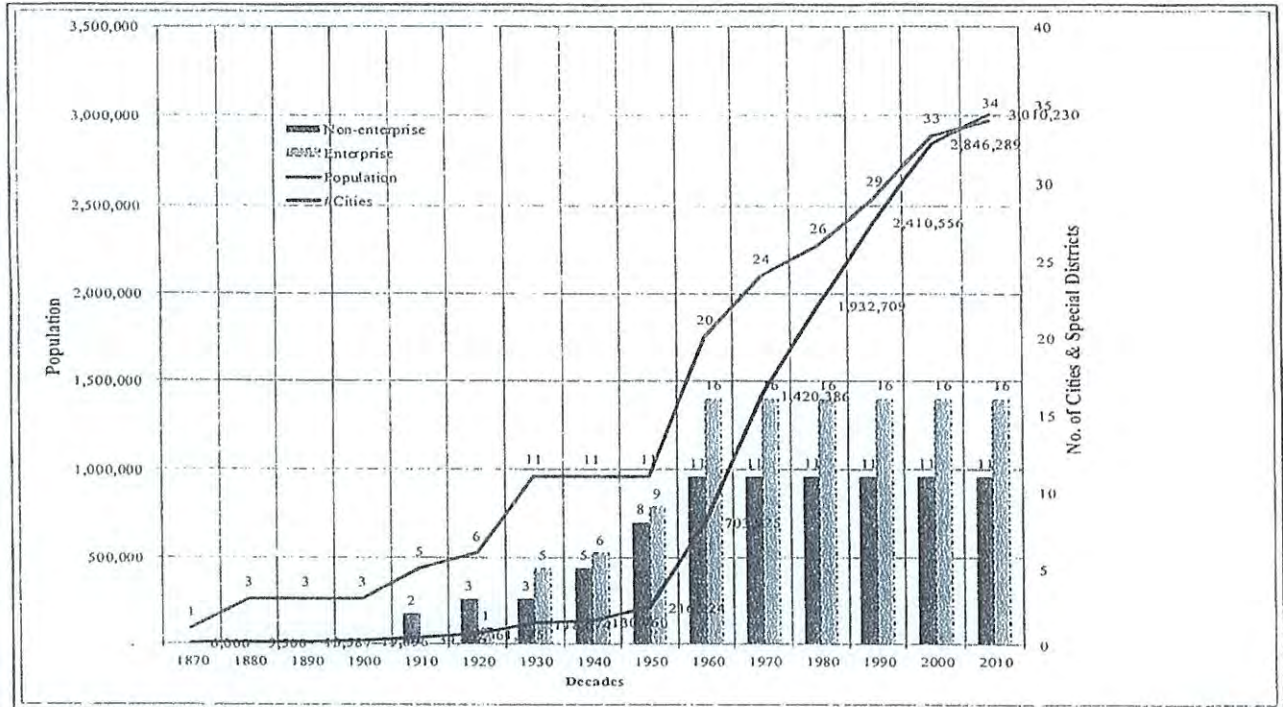
¹⁰ Orange County; *LAFCO Mission Statement*

¹¹ LAFCO website; <http://colafco.org>; *Special Districts Under Orange County LAFCO Jurisdiction*; Nov. 23, 2011 (with the exception of the Orange County Sanitation District and Laguna Beach County Water District)

¹² Ibid.11

The special districts in Orange County have combined budgets of more than \$718,000,000 and total assets of over \$5,075,000,000 with net assets of \$2,774,000. Total cash and investments (unrestricted reserves) of these special districts exceed \$866,000,000.

Figure No. 1 – Growth of Orange County Population, Cities and Special Districts



How were special districts created?

Special districts were formed “to meet the demands of a disparate population for municipal services, such as sewer, streets and lighting, and fire protection.”¹³ The State Legislature allowed creation of special districts to provide services that were not readily available through city or county government.¹⁴

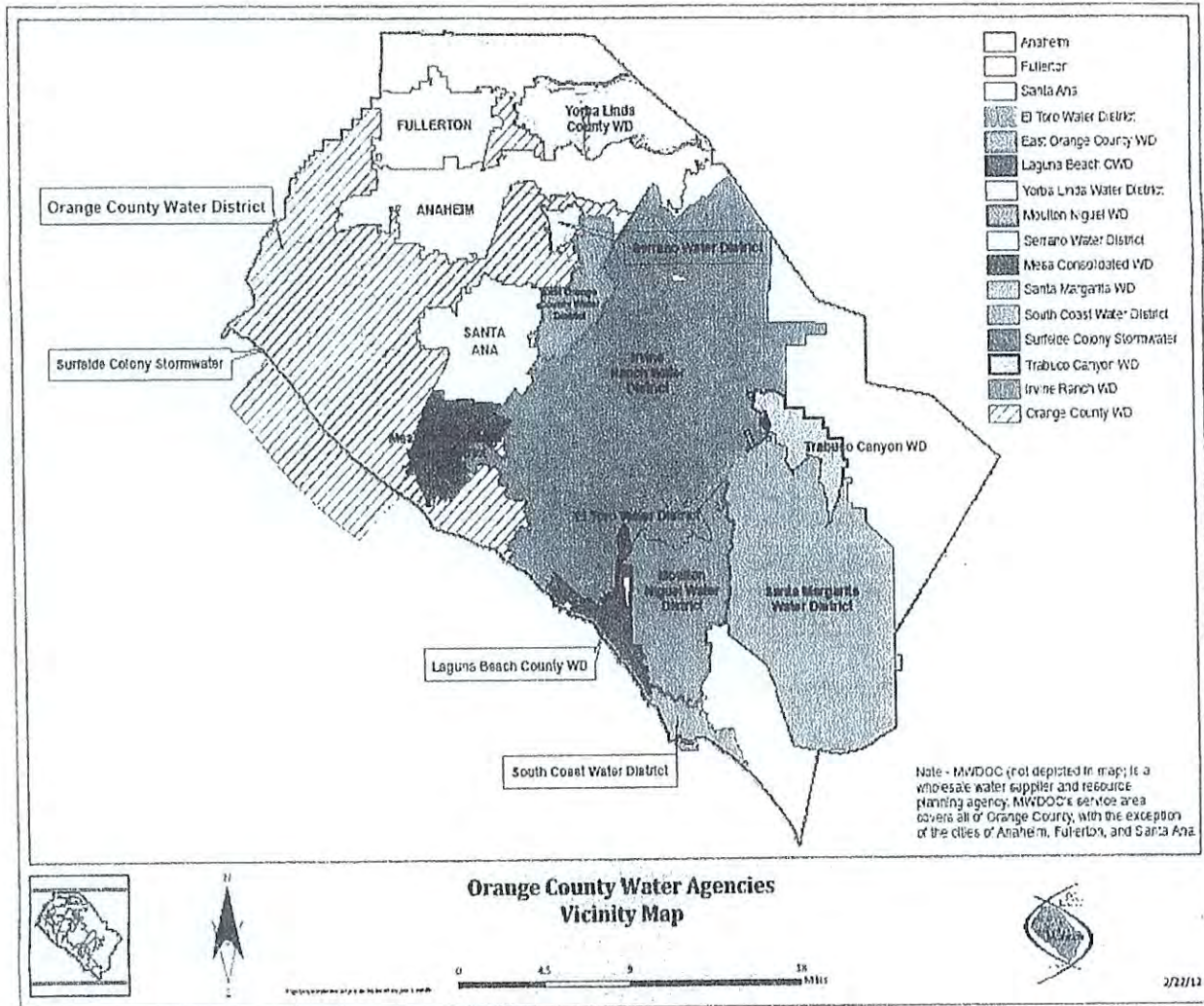
The formation of special districts is authorized under various California Codes, i. e., the Government Code, the Education Code, the Health and Safety Code, and various Water Codes. An election by the constituents is required to form a district. The Board of Supervisors of the county then approves it, (and today also requires LAFCO approval) and then a board of directors is elected. Revenues may include taxes, fees, interest, or combinations of these and other lesser sources.

¹³ California Debt and Investment Advisory Commission; *Understanding Special Districts and Public Debt*; Volume 19, No. 8; August 2000

¹⁴ *California Government Code* §16271

Special districts are independent government bodies. Their local operations are not governed by the state, counties or cities, but solely by their board of directors who are typically elected or appointed by their constituents. They do not include “a city, a county, a school district or a community college district.”¹⁵

Figure No. 2 – Location of the Orange County Water Special Districts



How are special districts governed?

Most special districts are governed by a five-member board of directors elected by the constituents of the district. One countywide district, the Vector Control District, has 35 directors representing each of the Orange County 34 cities and the county. Special district board meetings are

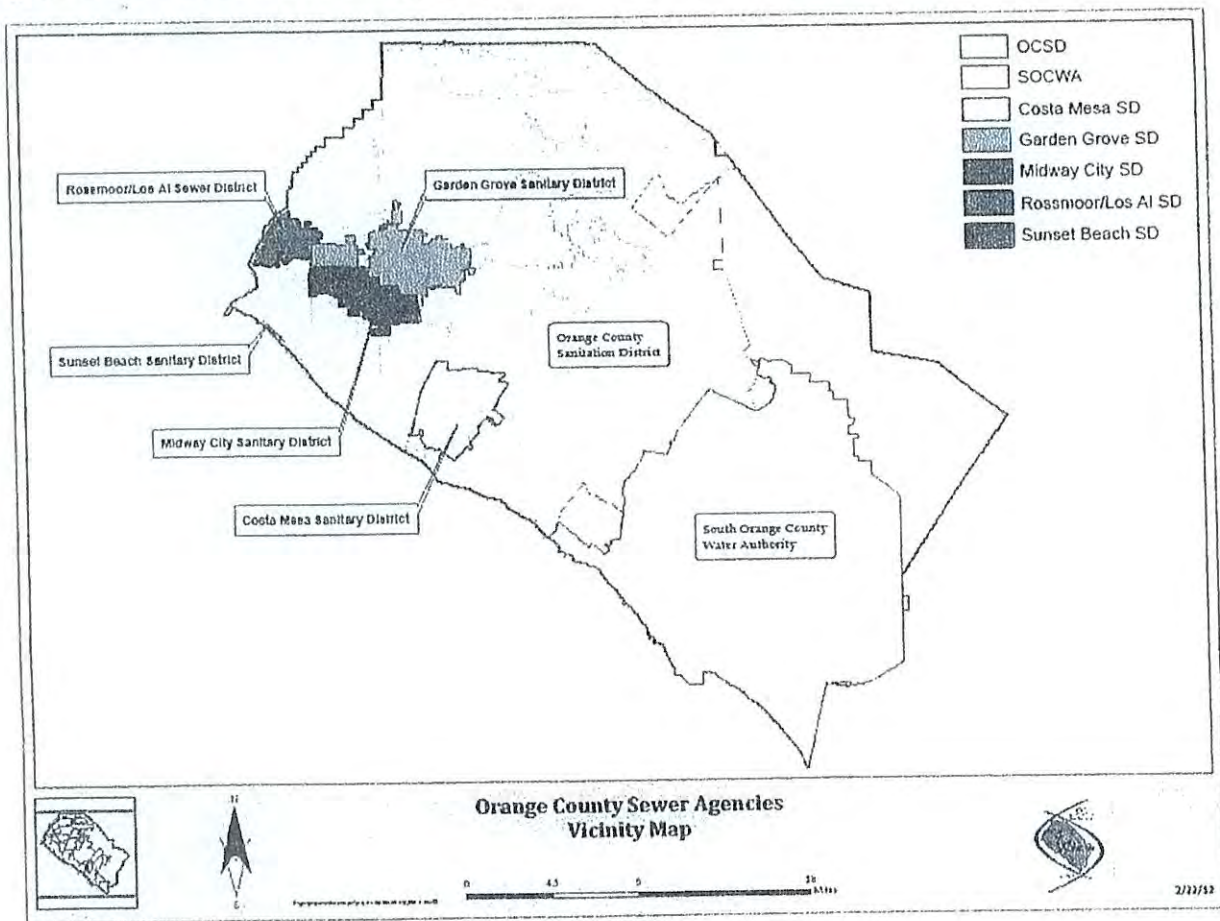
¹⁵ California Government Code; *Fiscal Affairs*; §16271 (d)

held at least monthly and the directors are paid up to \$200) for each meeting (although some smaller districts have elected boards serving without compensation). Elected terms are usually two years.

The agendas and the minutes are typically posted on their websites, if one exists. A sampling of last year's minutes from the special districts showed fewer than ten public comments per year at these public meetings.¹⁶

All but four of the special districts have websites.¹⁷ They communicate to the public about the purpose, board of directors, finances and other matters concerning the function and operation of the organization.

Figure No. 3 – Location of Orange County Sewer Special Districts



¹⁶ Placentia Library District (2); Orange County Vector Control (0); Emerald Bay Service District (3); Midway City Sanitary District (9); Orange County Water District (7); and Santa Margarita Water District (1).

¹⁷ Surfside Colony Storm Water Protection Dist.; Capistrano Bay Community Service Dist.; Surfside Colony Community Service Dist.; Emerald Bay Community Service Dist.

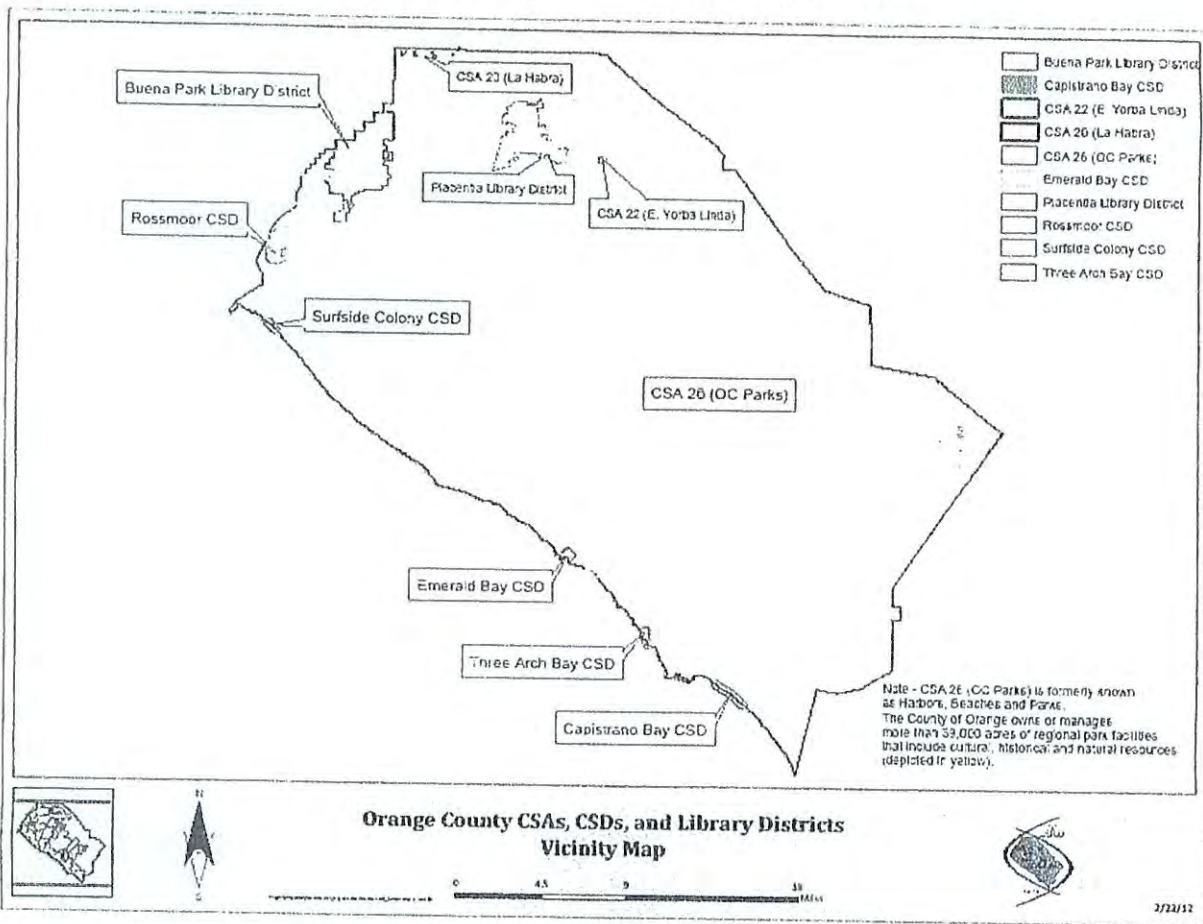
INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY, CALIFORNIA

The day-to-day operations of the special districts are delegated to a general manager and his/her staff. The smallest management is one-person half time at a cost of \$61,000 per year.¹⁸

A typical general manager's team has at least twelve employees with salaries totaling of over \$1,100,000.¹⁹

All special districts are required by law to have their finances audited each year. These are public documents. These audits allow the board of directors and the community to review the assets and liabilities of their district and to see how their revenues have been used.

Figure No. 4 – Location of Orange County Non- Enterprise Special Districts



The law does not require that special districts have performance audits that would evaluate the effectiveness and efficiency of the agency's operation. Only the Orange County Board of Supervisors and one of the 27 special districts in Orange County have independent performance

¹⁸ Rossmoor/Los Alamitos Area Sewer District

¹⁹ Santa Margarita Water District

audits. That was the South Coast Water District, which had a performance audit done in 2002 and 2011.²⁰

What are the types of special districts in Orange County?

The twenty-seven special districts as identified by LAFCO (Local Agency Formation Commission), and the dates they were founded and their current services are:

Community Service Districts

- Surfside Colony Storm Water Protection District---1940
- Surfside Colony Community Service Tax District---1940 (Limited to parks and Recreation, security services, and street improvement, maintenance & repair.)
- Three Arch Bay Community Service District---1958 (Limited to collection, treatment & disposal of storm water; and security services.)
- Capistrano Bay Community Service District---1959 (Limited to parks and recreation, security services, and street lighting.)
- Emerald Bay Community Service District---1960 (Limited to water supply; collection, treatment & disposal of sewage; collection, transfer & disposal of solid waste; parks & recreation; street improvement, maintenance & repair; and security services.)
- Rossmoor Community Service District---1986 (Limited to parks & recreation, security services, and street improvement, maintenance & repair.)

The current services have been limited by LAFCO to the services that were being provided in 1995.²¹ Most of these services are also currently being provided by their surrounding cities, or are typically provided by homeowners' associations. Emerald Bay Community Services District reports that they contract their services with their homeowners' association.

County-Wide Special Districts

- Orange County Cemetery District---1927 (Consolidated in 1985)
- Vector Control District---1947

Library Districts

- Buena Park Library District---1919
- Placentia Library District---1919

²⁰ matrix consulting group; *(Draft) Report on Organizational Effectiveness---SOUTH COAST WATER DISTRICT*; Palo Alto, CA; August 2011

²¹ LAFCO; *Compliance with Newly Revised Community Service District Statute (§61100 et seq); Inventory of Services for Community Services Districts (CSDs)*; December 14, 2005

These library districts were formed by the vote of less than 100 voters in 1919. They provide library services solely to Buena Park & Placentia. Today these cities have populations of over 84,000 and 52,000,²² respectively.

Parks and Recreation Districts

- Silverado/Modjeska Recreation and Parks District---1961

Sewer Districts

(Provide for the collection and treatment of sewage.)

- Sunset Beach Sanitary District---1930
- Midway City Sanitary District---1939
- Costa Mesa Sanitary District---1944
- Rossmoor/Los Alamitos Area Sewer District---1952

Sewer/Water Districts

(Provide collection and treatment of sewage & distribution of drinking water.)

- South Coast Water District---1932 (Consolidated w/ 3 other districts in 1999)
- Yorba Linda Water District -1959
- El Toro Water District---1960
- Irvine Ranch Water District---1961 (Now consolidated with 6 other districts)
- Moulton Niguel Water District---1962
- Trabuco Canyon Service District---1962
- Santa Margarita Water District---1964

Water Districts

(Provide potable and non-potable water.)

- Serrano Water District---1927
- Orange County Water District---1933
- Municipal Water District of Orange County---1951
- Mesa Consolidated Water District---1960
- East Orange County Water District---1961

How are special districts funded?

Special districts are funded by taxes, fees, interest, and other sources, or combinations thereof.²³ Some districts are funded solely by taxes. Taxes and fees fund others, and still others are funded

²² 2010 US Census, *Demographics by Orange County Jurisdiction*.

²³ Various financial audit reports submitted by the districts in August 2011.

solely by fees. Additional funds come from special assessments, bond issues and interest on investments. See Tables No. 1a & 1b and No. 2a & 2b

Community Service Districts (Non-enterprise)

- Emerald Bay Community Service District---taxes
- Capistrano Bay Community Service District---taxes and fees
- Rossmoor Community Service District---taxes and fees
- Surfside Colony Community Service Tax District---taxes and fees
- Surfside Colony Storm Water Protection District---taxes
- Three Arch Bay Community Service District---taxes and fees

County-Wide Special Districts (Non-enterprise)

- Orange County Cemetery District---taxes and fees
- Vector Control District---taxes and assessments

Library Districts (Non-enterprise)

- Buena Park Library District---taxes and fees
- Placentia Library District---taxes and fees

Parks and Recreation Districts (Non-enterprise)

- Silverado/Modjeska Recreation and Parks District---taxes and fees

Sewer Districts (Enterprise)

- Costa Mesa Sanitary District---taxes and fees
- Midway City Sanitary District---taxes and fees
- Rossmoor/Los Alamitos Area Sewer District---taxes and fees
- Sunset Beach Sanitary District---taxes and fees

Sewer/Water Districts (Enterprise)

- El Toro Water District---taxes and fees
- Irvine Ranch Water District---taxes and fees
- Moulton Niguel Water District---taxes and fees
- Santa Margarita Water District---taxes and fees
- South Coast Water District---fees
- Trabuco Canyon Service District---taxes and fees
- Yorba Linda Water District---fees

Water Districts (Enterprise)

- East Orange County Water District---taxes and fees
- Mesa Consolidated Water District---fees
- Municipal Water District of Orange County---fees
- Orange County Water District---taxes and fees
- Serrano Water District---fees

From 33 to 98 percent of the non-enterprise special districts' budgets come from the property tax allocation. From zero to 90 percent of enterprise special districts' budgets come from the property tax allocation. Some special districts that had tax allocations shown by the Auditor-Controller showed no tax revenue in their budgets. This was attributed to lack of certainty of funding from the State.

The Orange County Auditor-Controller makes the 1% property tax allocation to each special district each year. Such allocations are dictated by the 1978-79 State Legislation in response to the issues raised by Proposition 13 that was passed by the California electorate in 1978. The Controller-Treasurer of Santa Clara County in a guide to the allocation process stated, "Annually, county auditors calculate the county's prior year property tax administrative costs of the assessor, tax collector, assessment appeals board, and the auditor-controller. Costs include direct costs, all activities directly involved in processing property taxes, and overhead costs, as calculated in accordance with federal Office of Management and Budget (OMB) Circular A-87 standards. Offsetting revenues, received to reimburse counties for portions of property tax administration, are deducted from the prior year costs."²⁴ Eleven percent of the Orange County tax dollar was allocated to special districts in 2010-2011.²⁵

Allocations from the Auditor-Controller are made to all of the special districts totaling \$182,884,000. Three special districts receive no tax allocation from the Auditor-Controller. These are:

- Mesa Consolidated Water District;
- Municipal Water District of Orange County;
- Serrano Water District.

They rely solely on assessments, fees, interest and other sources for their revenue.

Costa Mesa Sanitary District, South Coast Water District, Trabuco Canyon Water District, and Yorba Linda Water District have nearly \$35,000,000 allocated to them by the Auditor-Controller, but do not show this revenue in the budgets. These four special districts are all enter-

²⁴ Elledge, David G., Controller-Treasurer, County of Santa Clara; *Demystifying the California Property Tax Apportionment System, a Step-by-Step Guide Through the AB 8 Process*; March 2006.

²⁵ County of Orange; *2011 Facts and Figures*

prise districts. Some budget notes suggest that tax revenue was not included because of the uncertainty of the State financial condition. The actual receipt of that tax allocation is not documented.

SPECIAL DISTRICTS BUDGETS, ASSETS, TAXES & FEES

Special districts in Orange County have total budgets of more than \$718,000,000 with unrestricted reserves of more than \$866,000,000. (These reserves are unrestricted and "...available for spending at the special districts' discretion," or they "...may be used to meet the District's ongoing obligations to citizens and creditors.")²⁶ Total assets exceed \$5,075,000,000 with net assets exceeding \$2,774,000,000. Total taxes allocated by the Auditor-Controller exceed \$183,000,000. The cost of collecting and distributing them was \$933,356.

The non-enterprise special district with the smallest budget of \$135,000 and the least net assets of \$277,000 was Surfside Colony Storm Water Protection District. The largest non-enterprise special district, The Orange County Vector Control District, had a budget of \$10,503,000. The most net assets held by non-enterprise districts are \$22,818,000 held by the Orange County Cemetery.

Of the enterprise special districts, the Orange County Water District had the largest budget at \$159,100,000. The Irvine Ranch Water District had the most net assets at \$1,334,700,000. The enterprise special district with the smallest budget was the Rossmoor/Alamitos Area Sewer District with \$376,000. Moulton Niguel Water District had the fewest net assets at \$389,000.

The Irvine Ranch Water District financial audit identifies "Cash and Investments" to be \$225,431,000. Lacking identification of either restricted or unrestricted reserves in that document this figure was considered unrestricted.

Non-enterprise special districts that have unrestricted reserves greater than their annual budgets are:

- Emerald Bay Service District;
- Orange County Cemetery District;
- ✓ • Rossmoor Community Service District;
- Surfside Colony Community Service Tax District;
- Surfside Colony Storm Water Protection District;
- Three Arch Bay Community Service District.

Enterprise special districts that have unrestricted reserves greater than their annual budgets are:

- East Orange County Water District;
- Irvine Ranch Water District;

²⁶ Various financial audit reports obtained from the districts, August 2010.

INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY, CALIFORNIA

Tables 1a & 1b – General Financial Data for Orange County Special Districts

Table #1a Taxes Allocations and Budgets for Enterprise Special Districts

ENTERPRISE SPECIAL DISTRICTS	Auditor/Controller Allocations, 2010-11	Taxes & Assessments, 2011-12	Sewer Revenue	Water Revenue	Fees	Interest	Other Revenue	TOTAL REVENUE	% Taxes/Total Revenue
Costa Mesa Sanitary Dist.	10,542,000	0			10,269,000	184,000	2,560,000	13,013,000	0%
EOrange Co Water Dist.	919,000	610,000		2,527,000	472,000	0	101,000	3,710,000	16%
El Toro Water Dist.	1,682,000	2,464,000	5,722,000	11,777,000	3,000,000	1,400,000	9,584,000	33,947,000	7%
Irvine Ranch Water Dist.	38,271,000	38,400,000	45,300,000	51,300,000		50,100,000	20,400,000	205,500,000	19%
Mesa Consolidated Water Dist.	0	0		28,054,000		1,000	5,786,000	33,841,000	83%
Midway City Sanitary Dist.	8,085,000	1,343,000			6,634,000	97,000	1,017,000	9,091,000	15%
Moulton Niguel Water Dist.	27,549,000	27,406,000	12,543,000	20,579,000	4,447,000	4,546,000	3,241,000	72,762,000	38%
MWD of Orange Co.	0	0		121,788,000	5,052,000	806,000	8,265,000	135,911,000	0%
Orange Co. Water Dist.	17,818,000	19,063,000				4,100,000	134,921,000	158,084,000	12%
Rossmoor/Los Alamitos Area Sewer Dist.	348,000	338,000			9,000	13,000	16,000	376,000	90%
Santa Margarita Water Dist.	32,074,000	31,117,000	15,600,000	27,526,000		2,348,000	14,534,000	91,125,000	34%
Serrano Water Dist.	0	0		4,996,000	0	0	70,000	5,066,000	0%
South Coast Water Dist.***, Cap Beach	15,549,000	0	9,919,000	11,809,000		0	820,000	22,548,000	0%
Sunset Beach Sanitary Dist.	930,000	487,000	430,000		2,000	6,000	4,000	929,000	52%
Trabuco Canyon Water Dist.	7,465,000	0		4,177,000	33,000	68,000	1,000	4,279,000	0%
Yorba Linda Water Dist.	1,367,000	0	5,114,000	23,888,000		0	695,000	29,697,000	0%
ENTERPRISESD TOTALS	162,599,000	121,228,000	94,628,000	308,421,000	29,918,000	63,669,001	202,015,000	819,879,001	15%

Table #1b Taxes Allocations and Budgets for Non-Enterprise Special Districts

NON-ENTERPRISE SPECIAL DISTRICTS	Auditor/Controller Allocations, 2010-11	Taxes & Assessments 2011-12	Sewer Revenue	Water Revenue	Fees	Interest	Other Revenue	TOTAL REVENUE	% Taxes/Total Revenue
Buena Park Library Dist.	1,614,000	1,770,000			184,000	12,000	418,000	2,384,000	74%
Capistrano Bay Com. Serv. Dist	737,000	681,000			275,000	0		956,000	71%
Emerald Bay Service Dist.	1,675,000	1,722,000				74,000	39,000	1,835,000	94%
Orange Co. Cemetary Dist.	1,480,000	1,517,000			656,000	35,000	1,466,000	3,674,000	41%
Orange Co. Vector Control Dist.*	9,949,000	9,969,000			80,000	7,000	230,000	10,286,000	97%
Placentia Library Dist. Of OC	1,842,000	1,838,000			135,000		110,000	2,083,000	88%
Rossmoor Com. Serv. Dist.**	1,398,000	1,393,000			126,000	35,000	155,000	1,709,000	82%
Silverado-Modjeska Rec. & Parks Dist.	32,000	31,000			10,000	1,000	51,000	93,000	33%
Surfside Colony Com. Serv. Tax Dist.	348,000	306,000			40,000	2,000		348,000	88%
Surfside Colony Storm Water Protection Dist.	125,000	126,000				1,000	1,000	128,000	98%
Three Arch Bay Com. Serv. Dist.	1,085,000	904,000			499,000	22,000	8,000	1,433,000	63%
NON-ENTERPRISESD TOTALS	20,285,000	20,257,000	0	0	2,805,000	189,000	2,478,000	24,929,000	81%
ALL ORANGE COUNTY SD TOTALS	182,884,000	141,485,000	94,628,000	308,421,000	31,923,000	63,858,001	204,493,000	844,808,001	17%

* Includes 1996 & 2004 Benefit Assessments; ** Includes Funds 10, 20, & 30; ***Includes Cap Bch Wtr., Dana Pt. San., ZN 1&2; & RC

INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY, CALIFORNIA

Table 2a & 2b – Budgets, Assets and Reserves of Orange County Special Districts

Table #2a - Budgets, Assets and Reserves of Enterprise Special Districts

ENTERPRISE SPECIAL DISTRICTS	BUDGET	TOTAL ASSETS	NET ASSETS	UNRESTRICTED RESERVES	TOTAL TAXES	COLLECTION CHARGE
Costa Mesa Sanitary Dist.	13,013,000	39,209,000	37,702,000	6,769,000	10,500,000	2,037
E Orange Co Water Dist.	6,280,000	17,722,000	16,580,000	6,303,000	924,000	8,939
El Toro Water Dist.	22,900,000	80,003,000	66,411,000	16,573,000	1,700,000	6,706
Irvine Ranch Water Dist.	110,700,000	2,606,300,000	1,334,700,000	225,431,000	39,200,000	258,013
Mesa Consolidated Water Dist.	43,994,000	119,371,000	98,980,000	14,412,000	0	0
Midway City Sanitary Dist.	9,090,000	43,616,000	33,375,000	20,055,000	8,100,000	13,846
Moulton Niguel Water Dist.	86,000,000	552,000	389,000	121,094,000	27,500,000	207,366
MWD of Orange Co.	135,700,000	44,144,000	10,086,000	8,103,000	0	0
Orange Co. Water Dist.	159,100,000	889,147,000	366,464,000	185,400,000	17,821,000	172,683
Rossmoor/Los Alamitos Area Sewer Dist.	376,000	4,730,000	4,619,000	777,000	300,000	3,377
Santa Margarita Water Dist.	83,000,000	708,971,000	384,403,000	165,300,000	31,400,000	56,433
Serrano Water Dist.	3,200,000	14,949,000	7,362,000	1,234,000	0	0
South Coast Water Dist. ***	27,500,000	191,670,000	140,870,000	38,119,000	15,400,000	40,625
Sunset Beach Sanitary Dist.	1,073,000	3,868,000	3,096,000	1,343,000	941,000	4,817
Trabuco Canyon Water Dist.	7,517,000	26,285,000	51,194,000	9,911,000	7,200,000	11,151
Yorba Linda Water Dist.	28,700,000	217,355,000	150,119,000	13,260,000	1,500,000	12,284
ENTERPRISE TOTALS	694,149,000	5,007,892,000	2,706,350,000	834,084,000	162,486,000	798,277

Table #2b - Budgets, Assets and Reserves of Non-Enterprise Special Districts

NON-ENTERPRISESPECIAL DISTRICTS	BUDGET	TOTAL ASSETS	NET ASSETS	UNRESTRICTED RESERVES	TOTAL TAXES	COLLECTION CHARGE
Buena Park Library Dist.	2,126,000	3,546,000	3,170,000	2,093,000	1,624,000	15,852
Capistrano Bay Com. Serv. Dist	985,000	2,784,000	2,721,000	436,000	800,000	6,697
Emerald Bay Service Dist.	1,835,000	6,659,000	6,170,000	2,767,000	1,703,000	16,511
Orange Co. Cemetary Dist.	3,673,000	22,818,000	21,947,000	9,745,000	1,501,000	14,586
Orange Co. Vector Control Dist. *	10,503,000	15,526,000	14,668,000	10,474,000	10,013,000	42,466
Placentia Library Dist. Of OC	2,080,000	2,800,000	2,617,000	1,918,000	1,864,000	18,079
Rossmoor Com. Serv. Dist. **	1,090,000	6,790,000	6,171,000	1,358,000	1,400,000	8,956
Silverado-Modjeska Rec. & Parks Dist.	220,000	1,196,000	1,188,000	-41,000	27,000	312
Surfside Colony Com. Serv. Tax Dist.	336,000	408,000	404,000	403,000	345,000	2,986
Surfside Colony Storm Water Protection Dist.	135,000	287,000	277,000	282,000	114,000	1,231
Three Arch Bay Com. Serv. Dist.	1,460,000	4,880,000	4,460,000	3,013,000	1,143,000	7,403
NON-ENTERPRISE TOTALS	24,443,000	67,694,000	67,694,000	32,448,000	20,534,000	135,079

ALL ORANGE COUNTY SD TOTALS	718,592,000	5,075,586,000	2,774,044,000	866,532,000	183,020,000	933,356
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* Includes 1996 & 2004 Benefit Assessments; ** Includes Funds 10, 20, & 30; *** Includes Cap Bch Wtr., Dana Pt. San., ZN 1&2; & RO99-07

- Midway City Sanitary District;
- Moulton Niguel Water District;
- Orange County Water District;
- Rossmoor/Los Alamitos Area Sewer District;
- Santa Margarita Water District;
- South Coast Water District;
- Sunset Beach Sanitary District;
- Trabuco Canyon Water District.

The enterprise districts that have unrestricted reserves less than their budgets are:

- Costa Mesa Sanitary District.
- El Toro Water District;
- Mesa Consolidated Water District;
- Municipal Water District of Orange County;
- Serrano Water District;
- Yorba Linda Water District.

The non-enterprise districts that have unrestricted reserves less than their budgets are:

- Buena Park Library District;
- Capistrano Bay Community Service District;
- Orange County Vector Control District;
- Placentia Library District;
- Silverado-Modjeska Recreation & Parks District.

Only the Silverado-Modjeska Recreation & Parks District showed no unrestricted reserves.

The 97 special districts listed in Orange County in 1979-80, had a total budget of \$309,800,000. The 27 special districts listed in 2011 had a total budget of \$718,592,000.²⁷

In February 2009, the Government Accounting Standards Board (GASB) abandoned the reserved and unreserved classifications of fund balance and replaced them with five new classifications: non-spendable, restricted, committed, assigned and unassigned.²⁸ None of the current financial

²⁷ Note that the revenues in the budgets of the two wholesale water purveyors, MWDOC and OCWD reflect expenses in the budgets of the other retail water purveyors.

²⁸ GASB Statement 54; *Governmental Accounting Standards Board (GASB) Statement Number 54*; February 2009

audits reflects these changes, but they can be applicable to all forms of government as illustrated by the Placentia Library District that has adopted these standards.²⁹

WHAT ARE OTHERS SAYING ABOUT SPECIAL DISTRICTS?

Special districts have been the subject of many articles, studies and reports by a variety of agencies and organizations. Following is a brief summary of some of these documents.

Orange County Grand Juries

The Orange County Grand Jury has addressed special districts as far back as 1971.³⁰ They concluded that many of the special districts were “unnecessary or obsolete,” “redundant or ineffective,” and “outmoded.” They recommended, among other things, that more power be given to LAFCO for “consolidation, abatement or dissolution of redundant or obsolete districts.”

In 1982, the Orange County Grand Jury produced two reports related to special districts, one on the Midway City Sanitary District and one on all special districts.³¹ The Midway report centered on financial management and communication issues.

The special district report used a Price Waterhouse study prepared in 1982 for a Special District Task Force for the Grand Jury as the backbone for its conclusions and recommendations.³² This 170-page report “focused on opportunities for improvement” but also listed the strengths of the water district departments. They included 93 recommendations for improvement to be implemented by the special districts’ general managers.³³

Some of the findings of the Price Waterhouse report were that:

- “...a considerable number of inequities in the way services are charged for and in the way property tax dollars are allocated. Some homeowners pay user fees plus property tax.”
- “...it is difficult to enforce the standardization of user fees.”
- “...there is no one overall influencing or coordinating body that can encourage the provision of property related service in the most cost effective manner.”
- “...eliminate the use of property tax revenues to support independent special districts.”
- Separate same-service districts should “be consolidated into one independent district...”

²⁹ Placentia Library Board of Trustees’ Resolution 12-07; *A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish New Governmental Accounting Standards Board (GASB) 54 Regulation for Fund Balance*; June 20, 2011.

³⁰ Orange County Grand Jury; *Report on Special Districts and County Islands*; October 21, 1971

³¹ Orange County Grand Jury; *Midway City Sanitary District*; June, 1982

³² Price Waterhouse; *Orange County Grand Jury, Study of Potential Restructuring of Special Districts in Orange County*; June 30, 1992

³³ *Ibid.*; pages 2-4

- “The wholesale water distribution system in Orange County has evolved over many years in a piecemeal fashion.”
- “Much of this multiple district organization structure is no longer logical or necessary.”
- “The existing structure of responsibilities for providing property related services in Orange County is not conducive to change.”
- “Independent... special districts...should standardize the use of user fees or charges such that...they are no longer utilizing property taxes to support annual operating costs.”
- “...independent districts serving only the needs of a local community, such as a community service district, should become fully supported by local fees.”³⁴

In the years following that Price Waterhouse report, the Orange County Grand Jury produced reports on various special districts in Orange County. These included transit, library, vector control, flood control, community service, cemetery districts, the Surfside Colony Storm Water Protection District, and the Resource Conservation District.

The Orange County Grand Jury in 1986 referenced the Price Waterhouse study. The Grand Jury repeated the recommendations that the “Board of Supervisors should reaffirm its support for the Special District Task Force,”³⁵ and that “The Special District Task Force should re-evaluate its current priority list for potential reforms and continue with the objective of promoting efficiency and economy.”³⁶ They further recommended that the “Board of Supervisors should encourage cities and special districts...to support efforts to improve the special district system”.

In 1990, the Orange County Grand Jury addressed the Orange County Cemetery Special District, which consisted of four cemeteries at that time.³⁷ They recommended various management and organizational changes. (Currently the Cemetery District controls a cemetery in Anaheim, Lake Forest and Santa Ana.)

In 1993, the Orange County Grand Jury wrote a report on the Capistrano Beach County Water District.³⁸ It too, only recommended management and organizational changes.

In 1997 the Orange County Grand Jury studied water distribution rates within the local water special districts recommending management and organization improvements.³⁹

“Rats” was the Orange County Grand Jury’s study of the Vector Control District in 2002.⁴⁰ It addressed the rat control services of that district.

³⁴ Price Waterhouse; *Orange County Grand Jury, Study of Potential Restructuring of Special Districts in Orange County*; June 30, 1982.

³⁵ The Special District Task Force, established by the Board of Supervisors responding to a Grand Jury recommendation, consisted of representatives from each Supervisor, the County Counsel, the CAO and the Auditor-Controller; *OC Grand Jury Special District Task Force Review*; June 1986.

³⁶ Ibid; *Special District Task Force Review*; June, 1986

³⁷ Orange County Grand Jury Reports; *Evaluation of The Orange County Cemetery District*; June, 1990

³⁸ Orange County Grand Jury; *Capistrano Beach County Water District Report*; June, 1993

³⁹ Ibid.; *Water Distribution and Rates Within Orange County*; June 1997

Also in 1997, the Orange County Grand Jury studied LAFCO's effectiveness in dissolving county islands (unincorporated communities surrounded by incorporated cities) and special districts.⁴¹ They concluded, "The law did not give LAFCO adequate power to initiate boundary changes or to initiate proposals of annexation or incorporation of county islands."

The 2005 Orange County Grand Jury asked whether LAFCO was working.⁴² They concluded that more and better communication and financial assistance might help in accomplishing LAFCO's duties.

The Orange County Grand Jury again studied the Orange County Cemetery District in 2005.⁴³ The findings were again related to management and organization.

In 2006, the Orange County Grand Jury again studied the Vector Control District.⁴⁴ Only financial, morale and governance issues were covered in this report.

Water districts were the subject of a 2009 Orange County Grand Jury study.⁴⁵ This study, too, only addressed organizational and management issues.

In 2011, the compensation of local water and sewer districts was studied.⁴⁶ The 2010-2011 Orange County Grand Jury recommended greater transparency with easier access to compensation information.

Little Hoover Commission

In 2000, the Little Hoover Commission of the State of California conducted an extensive study of special districts.⁴⁷ They examined a random sample of the 2,200 independent special districts in the State of California. They noted that "...these governments that are physically closest to their communities are oftentimes unknown to the people they serve," and "...that when they were created, these districts were tailored to the needs of their communities. But as those communities have grown and changed, the districts themselves have been slow to change their boundaries, functions and governance to reflect their communities." They found "...that many independent special districts have accumulated significant reserves..." and some districts "...continue to receive property tax revenues..." for services that are also fee based. They noted that the biggest hurdle was that "...local officials need technical assistance, proven methodologies and the facilitation skills to overcome the barriers to change." They also encouraged

⁴⁰ Ibid.; *RATS!*; June, 2001-2002

⁴¹ Ibid.; *A Selected Study of The Local Agency Formation Commission*; June, 1997

⁴² Ibid.; *LAFCO-Is It Working?*; June, 2005

⁴³ Ibid.; *Orange County Cemetery District*; June, 2005

⁴⁴ Ibid.; *Orange County Vector Control District-Out of Control?*; June, 2006

⁴⁵ Ibid.; *Water Districts: A New Era in Public Involvement*; June 2009

⁴⁶ Ibid.; *Compensation Survey of Orange County Water and Sanitation Districts*; June 2011

⁴⁷ California Little Hoover Commission; *Special Districts: Relics of the Past or Resources for the Future?*; May 2000

“...community leaders, voters and customers to judge the performance of their districts for themselves.”

The California Debt and Investment Advisory Commission (CDIAC)

The CDIAC addressed special districts in a 2000 report.⁴⁸ They pointed out that in 1996-97 “...all special districts, including joint powers authorities, public nonprofit corporations, and public financing and public financing corporations had amassed \$14.6 billion in tax-supported debt outstanding. This represents 41 percent of the outstanding tax-supported debt held by all public agencies in California.” Of this debt, the “water districts accounted for the greatest debt among all other categories of special districts.”

The Santa Clara County Grand Jury

In 2005-2006, the Santa Clara County Grand Jury studied four special districts within that county. They evaluated them in light of the Little Hoover Commission report and their own investigation. They agreed with the Little Hoover Commission that “independent special districts often lack the kind of oversight and citizen involvement necessary to promote their efficient operation and evolution.”⁴⁹ They concluded that these special districts were “essentially invisible,” had “little guidance or impetus for streamlining,” “oversight and accounting appear to be lacking,” and “mechanisms are lacking to inform and engage the public.” They recommended special standards be established and put in place to measure special district performance and finances, and that reserves be reviewed regularly.

Local Agency Formation Commission (LAFCO)

In 2003, LAFCO held a statewide conference to discuss special districts.⁵⁰ They concluded, “...there was general---although not universal---support...for statutory reforms on ethical behavior, directors’ compensation, and auditing procedures.” Some of the speaker comments included such statements as: “Legislators want to learn how to prevent future problems and they want to strengthen special districts’ integrity and accountability,” “special districts are the least understood but most numerous form of local government,” and that many special districts lack “protocols and standards,” “independent auditors may be ‘lax,’” etc. Recommendations included steps to be more transparent with salaries and operations, and to explain clearly to ratepayers what the reserves are and why they exist.

⁴⁸ CDIAC; *Debt Line; Understanding Special Districts and Public Debt*; August 2000

⁴⁹ Santa Clara County Grand Jury; *Independent Special Districts—Oversight Falls Far Short!*; 2005-2006

⁵⁰ Senate Local Government Committee; *Integrity & Accountability: Exploring Special Districts’ Governance*; November 24, 2003

California Special Districts Association (CSDA)

The CSDA in 2007 produced a guide to the laws and codes that constitute the legal foundation for special districts.⁵¹ This document gives clear direction on where to find the various State laws and codes that give special districts their authorization.

Kimia Mizany & April Manatt

These two State Fellows produced a study in 2010 that documents the history of special districts and evaluates their advantages and disadvantages.⁵² At that time, the State had 3,361 special districts. In addition to reviewing the history of special districts, they divided special districts into three categories: single versus multi-function, enterprise versus non-enterprise, and independent versus dependent.

Single function districts simply perform a single function while the others perform multiple functions. Eighty-five percent of the districts were considered single function, i. e., water, sewage, cemeteries.

Enterprise districts were defined as districts that "...deliver services that are run like a business enterprise; that charge for their customers' services." Approximately one quarter of the districts were considered enterprise districts. They noted, "Virtually all water, waste, and hospital districts are enterprise districts." "Non-enterprise districts provide services which don't lend themselves to fees."

They also divided special districts into "independent" and "dependent" districts. Most districts were considered independent, i. e.; they "...have their own separate boards of directors elected by the districts' own voters." All the special districts in this 2011-12 Orange County Grand Jury report would be considered "independent".

The Slo Coast Journal

This central California journal produced an editorial in 2011 that concluded not all State and local laws protect the rights of the citizens. They cited two examples: "special districts and Local Agency Formation Commissions operate with far fewer legal restrictions than counties and cities. Citizens who have disagreed with the decisions and policies of these agencies have found that they had very limited recourse."⁵³ They noted that the limited communication of the governing bodies of the special districts with their constituents leads to the "opportunity for abuse."

Legislative Analyst' Office (LAO)

⁵¹ California Special Districts Association; CSDA's Guide to Special Districts Laws and Related Codes; 2007

⁵² Mizany, K and Manatt, A; What's So Special About Special Districts? A Citizen's Guide to Special Districts in California, Fourth Edition; 2010

⁵³ The Slo Coast Journal; *California Special Districts and Local Area Formation Commissions—Government Agencies Outside the Law*; January 2011

In 2011, the California State's Legislative Analyst's Office (LAO) explored issues related to special districts.⁵⁴ They found evidence that "...in certain cases smaller districts can be less efficient and less accountable than larger districts," but they recognized that "...many factors affect the efficiency and accountability of special districts." They theorized that "Larger organizations may be better able to realize economies of scale by spreading fixed costs, like management, overhead, and infrastructure over more constituents, resulting in lower per capita expenditures," and "Consolidation of smaller districts also provides an opportunity to reduce personnel cost by eliminating some high-paying leadership positions such as fire chiefs or general managers and by reducing the total number of board members." They also pointed out that LAFCO has a common problem "...of the workload being more than their current budgets can support."

SUMMARY OF FACTS

Following is a brief summary of the facts derived from this study:

1. Special districts were founded to provide services for the local citizens before cities were either founded or matured. They created independent local governments to provide services that neither cities nor counties could adequately provide at that time. These services were initially funded by property taxes.
2. The first special districts in Orange County were founded in 1919 for libraries in the cities of Placentia and Buena Park when the electorate of each area was about 100. The last non-enterprise special district (Silverado-Modjeska Recreation & Parks District) was founded in 1961, and the last enterprise special district (Santa Margarita Water District) was founded in 1964. At that time, the county population was approximately 1,000,000, less than a third of the current population of over 3,000,000.
3. As independent government agencies, special districts are not under the control of the surrounding cities, the county, or state for their day-to-day operations. They were formed by the local electorate and certified by the County Board of Supervisors. Structural changes to the special districts would require a vote of the constituents within that district.
4. While special districts were founded as local governing agencies to meet the needs of the surrounding local residents, these constituents have provided limited public input at their meetings. Little or no public input is recorded in the minutes of their special district meetings.
5. The last community services district, Surfside Colony Community Service Tax District, was formed in 1960, 45 years after the surrounding city of Seal Beach was created. The last special district created in Orange County was the Santa Margarita Water District in 1964, 16 years before the city of Rancho Santa Margarita was incorporated.

⁵⁴ California State Legislative Analyst Office; *Issues Related to Special Districts*; Roger Dickinson, Chair, Assembly Committee on Accountability & Administrative Review; October 21, 2011

6. For more than fifty years various state and local agencies have studied special districts. Some of their conclusions were:

- Community service districts are no longer isolated and often integrally entwined with the homeowners associations. These community services districts can be removed from the county tax rolls and their responsibilities and costs borne by either their surrounding cities or homeowners' associations.
- Water and sewer districts could be funded solely by fees.

7. The existing special districts' inertia has withstood 50 years of various governmental agencies' recommendations to improve the system. Very little progress has been shown in complying with the various recommendations of the past. Exceptions are the South Coast Water district and the Irvine Ranch Water District that have absorbed surrounding smaller districts.

8. Special district independence was once a necessity due to lack of either city availability or county interest, and has been overshadowed and overtaken by the rapid growth of Orange County. The necessity of forming new special districts ceased when the Orange County population exploded after the 1950s and cities began to surround the special districts. Since that time, Orange County has changed from a rural community to wall-to-wall cities. The cities and the expanded county then began to provide many of the same services that were being provided by the special districts.

9. The Local Agency Formation Commission, LAFCO, has a list of special districts in Orange County that does not agree with the list from the County Auditor-Controller, who tracks the allocation of taxes. The Auditor-Controller includes County Service Areas and large countywide districts such as Flood Control, Parks, Fire Authority, Sanitation District, Transit Authority, as well as several smaller districts that are dependent on local city control. (Cypress Recreation and Parks, Garden Grove Sanitary, Laguna Beach Water, and Santiago Water districts.)

10. Special districts are funded by a variety of sources including taxes, fees, interest, assessments, and bonds. The non-enterprise districts are funded from 33% to 98% by allocations from the 1% property tax. All but three of the enterprise districts use the 1% property tax allocation to fund from 7% to 90% of their services. The three exceptions do not rely on any taxes.

11. Three of the enterprise special districts receive no allocation of taxes from the Auditor-Controller. They fund their services by assessments, fees, interest on investments and other fund sources. These are:

- Mesa Consolidated Water District.
- Municipal Water District of Orange County.
- Serrano Water District.

12. Four other enterprise special districts have allocations of taxes from the Auditor-Controller but did not reflect them in their budgets provided to the Grand Jury. They are:

- Costa Mesa Sanitary District;
- South Coast Water District;
- Trabuco Canyon Water District;
- Yorba Linda Water District.

Explanations for this difference include uncertainty of the State's financial condition.

13. Only two special districts are countywide, The Orange County Vector Control District and the Orange County Cemetery District. The former is funded by an allocation from the 1% property tax and a parcel tax assessment, and the latter is funded by an allocation from the 1% property tax and fees.

14. The special districts in Orange County have amassed more than \$866,000,000 in unrestricted reserves. These reserves that can be used at the agencies' discretion exceed the combined budgets of the special districts by over \$149,000,000. The reason for accumulating these reserves is not documented nor is the intended use for these funds clearly identified.

15. Sixteen Orange County special districts have unrestricted reserves exceeding their annual budgets. These special districts are:

- East Orange County Sanitary District.
- Irvine Ranch Water District.
- Midway City Sanitary District.
- Moulton Niguel Water District.
- Orange County Water District.
- Rossmoor/Los Alamitos Area Sewer District.
- Santa Margarita Water District.
- South Coast Water District.
- Sunset Beach Sanitary District.
- Trabuco Canyon Water District.
- Emerald Bay Service District.
- Orange County Cemetery District.
- Rossmoor Community Service District.
- Surfside Colony Community Service Tax District.
- Surfside Colony Storm Water Protection District.
- Three Arch Bay Community Service District.

16. Special districts collect more than \$182,000,000 each year in property taxes. The difference between this revenue and the total budgets of \$718,000,000 for all the special districts, (\$674,000,000) is made up of fees for services, bond income, interest on investments, and other income. The county charges the special districts more than \$933,000 to collect and distribute their taxes each year.

17. All special districts have annual financial audits that are required by State law. Only one, the South Coast Water District, has had performance audits that described the operations and recommended improvements.

18. All special districts have web sites except four: Surfside Colony Community Service Tax District, Surfside Colony Storm Water Protection District, and Emerald Bay Service District.

19. The 1% property tax on the annual secured tax bill to property owners does not provide details of the agencies' portion. This hides from the taxpayer the allocation made to the various county funds and the special districts.

FINDINGS/CONCLUSIONS

In accordance with *California Penal Code*, §933 and §933.05, the 2011-2012 Orange County Grand Jury requires responses from each agency affected by the **Findings/Conclusions** presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court. See Table No. 3 in the back of this report for those **Findings/Conclusions** that apply to your agency.

Based on its investigation of special districts in Orange County, the 2011-2012 Orange County Grand Jury makes the following 15 Findings/Conclusions:

F1. Most Orange County special districts, with or without the assistance of the Local Agency Formation Commission (LAFCO), have been incapable or unwilling to consolidate, absorb, or eliminate these outmoded and/or redundant agencies. LAFCO typically addresses larger issues such as merging of cities and elimination of "islands" within the county. The special districts themselves have not worked seriously toward their consolidation or demise. In this regard, the enterprise special districts and the non-enterprise special districts require independent evaluation and handling.

F2. Special districts have made very little progress in complying with the recommendations made by various governmental agencies. To ensure recommendations are followed, more coordination and cooperation is needed from the city and county agencies.

F3. Most non-enterprise special districts in Orange County have outlived their purpose and usefulness. Services that they once only available through the special district are now being provided by the surrounding cities and the expanding county.

F4. The eleven non-enterprise special districts of Orange County founded before 1965 have not reflected the growth of the cities and county. The services that were unavailable from cities or the county have long since been made available as both the cities and county grew. Some of these special districts could be removed from the county tax rolls, and their services funded and absorbed by the county, surrounding cities or homeowners associations wherein they abide.

F5. The sixteen enterprise districts typically started as local agricultural irrigation providers and sanitation providers for local communities. These special districts have transitioned into providers of potable water and sewerage disposal for the cities that blossomed around them after 1950. These districts grew until their boundaries met a neighboring special district that was also growing. Some of these local smaller providers have already been absorbed by larger districts under one management.

F6. The sixteen enterprise special districts of Orange County founded between 1919 and 1964 have grown with the urbanization of the county. Thirteen of these special districts rely upon taxes collected by the county while three rely on fees and other sources for their revenue. This suggests that all of these enterprise special districts could wean themselves from tax subsidies and rely on fees for their revenue. Severance from the tax subsidies would enable financial transparency and let the customers see the true cost of the services provided.

F7. The unrestricted reserves of the special districts are available to the governing boards to spend as they please. Local citizens are not openly informed of this wealth when agencies ask for fee increases, special assessments, or bond measures. Most of the special districts do not appear to have specific criteria for amassing these reserves nor do they have published long-range plans for their constructive use.

F8. The twenty-seven special districts in Orange County have amassed unrestricted reserves of over \$866,000,000. That is enough money to fund all of these special districts for more than year without taxes, fees, interest, or other sources of revenue. The boards of directors have the sole discretion to spend these unrestricted reserves.

F9. The Orange County Auditor-Controller allocated nearly \$35,000,000 to four enterprise special districts (Costa Mesa Sanitary District, South Coast Water District, Trabuco Canyon Water District, and Yorba Linda Water District) that did not show this revenue in their budgets provided to the Grand Jury. What happened to that money is not clearly recorded. Budgeting without the allocated taxes indicates that, along with the three other enterprise special districts that do not rely on tax revenue, these enterprise special districts could function without tax revenues.

F10. The enterprise special districts could save millions of dollars in administration costs by consolidation into regional special districts. Five or six such enterprise special districts within Orange County could save at least \$500,000 per year for each special district absorbed.

F11. The Buena Park Library and the Placentia Library (the oldest special districts in Orange County) have long outlived their original intent of providing reading materials for their original isolated communities with an electorate of about 100 people. They could readily be absorbed into the County Library System or the cities.

F12. The community services that the original non-enterprise special districts provided can be provided by the surrounding cities and the county that have engulfed these districts. Continuing

to collect taxes for these special duplicative services is a disservice to both the community they serve and the surrounding communities that provide the same or similar services.

F13. The Surfside Colony Storm Water Protection District was formed in 1941 to protect the community from ocean swells during storms and high tide. Since then the community has changed and the local governments have grown to where these services can be performed by other county or city services, resources and equipment.

F14. The true cost of water and sanitary sewers in the enterprise special districts is hidden when both taxes and fees fund these districts. Only when the monthly service bills to the customers include all the costs for these services without the tax subsidy will the public understand the true cost of these services and achieve financial transparency.

F15. Only one of the special districts, The South Coast Water District, has had recent performance audits. The lack of performance audits for the remaining special districts leaves the potential for inefficiencies, poor practices, outmoded operations, etc. hidden from the governing boards and the communities they serve. The lack of published performance audits has contributed to the public's ignorance of these districts.

RECOMMENDATIONS

In accordance with *California Penal Code* §933 and §933.05, the 2011-2012 Orange County Grand Jury requires responses from each agency affected by the **Recommendations** presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court. See Table No. 4 in the back of this report for those **Recommendations** that apply to your agency.

Based on its investigation of special districts in Orange County, the 2011-2012 Orange County Grand Jury makes the following 10 recommendations:

R1. All special districts (except the Vector Control District and the County Cemetery District) should be eliminated from the county tax rolls and should rely solely on fees or the services of surrounding governments. (See F2, F3, F4, F5, & F6.)

R2. Community service districts should be absorbed either in the cities surrounding them or into surrounding private homeowners associations. Each community service district should meet with LAFCO and with the appropriate city or homeowner's association to develop plans and schedules for the future of these special districts. This meeting should be take place before September 30, 2012. (See F3, F4, & F12.)

R3. Library districts should be absorbed into the County Library System. Both the Buena Park and the Placentia Libraries should meet with LAFCO and their cities or County Library System before September 30, 2012 to develop plans and schedules for consolidation and removal from the tax rolls. (See F11.)

R4. Water and sewer districts should be consolidated into no more than six regional districts. Consideration should be given to including the city water agencies in the consolidation. LAFCO should meet with the water and sewer districts before October 31, 2012 to develop plans and schedules for consolidation. (See F5, F6 & F9.)

R5. Water and sewer districts should be removed from the tax rolls and operate solely on fees and other revenues for their services. Consideration should be given to forming non-profit agencies with ownership shared by the constituents. These districts should meet with county officials before October 31, 2012 to prepare plans and schedules to remove themselves from the county tax rolls. (See F2, F5, & F6.)

R6. Special districts should adopt "board of director's practices" for all their reserves, restricted and unrestricted. All reserves should be classified in their 2013-2014 budgets according to GASB Standard No. 54. LAFCO should work with the special districts to prepare standard criteria for accumulating reserves according to the new classifications by December 15, 2012. These standards should be used in preparing the 2013-2014 budgets. (See F7 & F9.)

R7. Excessive unrestricted reserves should be used to reduce existing debts. Future revenues should be reduced to avoid the accumulation of unallocated revenue that does not meet the adopted new standards. (See F7 & F8.)

R8. Each special district should have an independent performance audit at least every three years. The executive summary of the performance audit should be distributed to all the taxpayers of each special district. Each of the special districts that has not had a performance audit within the last five years should contract with an independent outside consultant to conduct such an audit during 2012. These audits should be repeated at least every three years. (See F15.)

R9. Each special district should contribute 1% of its unrestricted reserve fund to LAFCO to help finance preparing and directing the consolidation, absorption, or elimination, and the setting of standards for reserves for the special districts. These funds should be included in LAFCO's future programs and budgets until the consolidation, absorption or elimination of each special district is achieved. With these additional funds, LAFCO should begin meeting with each special district before the 2014 fiscal year is budgeted for consolidation, absorption and/or elimination of these districts. (See F1, F2, F3, F4, F5, & F6.)

R10. The Orange County Tax Collector should obtain all the specific allocations for the 1% property tax from the County Auditor-Controller and show them on the tax bill (not just the current generalized summary) sent to each property owner so that the taxpayers are informed of how much each service is costing them. (See F14.)

REQUIRED RESPONSES

The Board of Directors of each of the special districts and the Orange County Auditor-Controller and Tax Collector shall respond to the Findings and The Recommendations as specified in Tables No. 3 and No. 4. In accordance with *California Penal Code* §933 and §933.05, the 2011-2012 Orange County Grand Jury requires responses from each agency affected by the **Findings/Conclusions** and **Recommendations** presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

“Not later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section §914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations...”

Please see page 29 for the **Findings/Conclusions** response matrix, and page 30 for the **Recommendations** response matrix.

Table No. 3 - RESPONSES REQUIRED TO FINDINGS/CONCLUSIONS

	F1	F2	F3	F4	F5	F6	F7	F8	F9	F10	F11	F12	F13	F14	F15
Buena Park Library Dist.	X	X	X	X			X	X			X	X			X
Capistrano Bay Com. Serv. Dist	X	X	X	X			X	X				X			X
Costa Mesa Sanitary Dist.	X	X			X	X	X	X	X	X				X	X
E Orange Co Water Dist.	X	X			X	X	X	X		X				X	X
El Toro Water Dist.	X	X			X	X	X	X		X				X	X
Emerald Bay Service Dist.	X	X	X	X			X	X							X
Irvine Ranch Water Dist.	X	X			X	X	X	X		X				X	X
Mesa Consolidated Water Dist.	X	X			X	X	X	X		X					X
Midway City Sanitary Dist.	X	X			X	X	X	X		X				X	X
Moulton Niguel Water Dist.	X	X			X	X	X	X		X				X	X
MWD of Orange Co.	X	X			X	X	X	X		X					X
Orange Co. Cemetery Dist.	X	X	X	X			X	X							X
Orange Co. Vector Control Dist.	X	X	X	X			X	X							X
Orange Co. Water Dist.	X	X			X	X	X	X		X				X	X
Placentia Library Dist. OfOC	X	X	X	X			X	X			X	X			X
Rossmoor Com. Serv. Dist.	X	X	X	X			X	X		X		X		X	X
Rossmoor/Los Alamitos Area Sewer Dist	X	X			X	X	X	X		X				X	X
Santa Margarita Water Dist.	X	X			X	X	X	X		X					X
Serrano Water Dist.	X	X			X	X	X	X		X					X
Silverado-Modjeska Rec. & Parks Dist.	X	X	X	X			X	X							X
South Coast Water Dist.	X	X			X	X	X	X	X	X					X
Sunset Beach Sanitary Dist.	X	X			X	X	X	X		X				X	X
Surfside Colony Com. Serv. Tax Dist.	X	X	X	X			X	X				X			X
Surfside Colony Storm Water Pro. Dist.	X	X	X	X			X	X				X	X		X
Three Arch Bay Com. Serv. Dist.	X	X	X	X			X	X				X			X
Trabuco Canyon Water Dist.	X	X			X	X	X	X	X	X				X	X
Yorba Linda Water Dist.	X	X			X	X	X	X	X	X				X	X
LAFCO	X	X	X	X	X	X					X	X	X		X
Orange County Auditor-Controller									X			X		X	
Orange County Tax Collector														X	

INDEPENDENT SPECIAL DISTRICTS OF ORANGE COUNTY, CALIFORNIA

Table No. 4 - RESPONSES REQUIRED TO RECOMMENDATIONS

	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10
Buena Park Library Dist.	X		X			X	X	X	X	
Capistrano Bay Com. Serv. Dist.	X	X				X	X	X	X	
Costa Mesa Sanitary Dist.	X			X	X	X	X	X	X	
E Orange Co Water Dist.	X			X	X	X	X	X	X	
El Toro Water Dist.	X			X	X	X	X	X	X	
Emerald Bay Service Dist.	X	X				X	X	X	X	
Irvine Ranch Water Dist.	X			X	X	X	X	X	X	
Mesa Consolidated Water Dist.	X			X	X	X	X	X	X	
Midway City Sanitary Dist.	X			X	X	X	X	X	X	
Moulton Niguel Water Dist.	X			X	X	X	X	X	X	
MWD of Orange Co.	X			X	X	X	X	X	X	
Orange Co. Cemetery Dist.	X					X	X	X	X	
Orange Co. Vector Control Dist.	X					X	X	X	X	
Orange Co. Water Dist.	X			X	X	X	X	X	X	
Placentia Library Dist. Of OC	X		X			X	X	X	X	
Rossmoor Com. Serv. Dist.	X	X				X	X	X	X	
Rossmoor/Los Alamitos Area Sewer Dist.	X			X	X	X	X	X	X	
Santa Margarita Water Dist.	X			X	X	X	X	X	X	
Serrano Water Dist.	X			X	X	X	X	X	X	
Silverado-Modjeska Rec. & Parks Dist.	X	X				X	X	X	X	
South Coast Water Dist.	X			X	X	X	X	X	X	
Sunset Beach Sanitary Dist.	X			X	X	X	X	X	X	
Surfside Colony Com. Serv. Tax Dist.	X	X				X	X	X	X	
Surfside Colony Storm Water Protection Dist.	X	X				X	X	X	X	
Three Arch Bay Com. Serv. Dist.	X	X				X	X	X	X	
Trabuco Canyon Water Dist.	X			X	X	X	X	X	X	
Yorba Linda Water Dist.	X			X	X	X	X	X	X	
LAFCO		X	X	X	X	X			X	X
Orange County Auditor-Controller	X				X					X

APPENDIX A

Previous Orange County Grand Jury Reports

on

Special Districts

Report on Special Districts and County Islands; 1971 Orange County Grand Jury; October 21, 1971

Special District Task Force Review, A Final Report of the 1985-86 Orange County Grand Jury; June 1986; 1985-86 Orange County Grand Jury

Reorganization of Special Districts; 1981-82 Orange County Grand Jury

Evaluation of the Orange County Cemetery District; June 1990; 1989-90 Orange County Grand Jury

Study of the Local Agency Formation Commission and Report on Impact of City Incorporations on Orange County; June 1990; 1989-90 Orange County Grand Jury

Capistrano Beach County Water District Report; 1992-93 Orange County Grand Jury

Water Distribution and Rates within Orange County; 1996-97 Orange County Grand Jury

Rats; 2001-2002 Orange County Grand Jury

A Selected Study of the Local Agency Formation Commission; 1996-97 Orange County Grand Jury

The Orange County Public Library System: A Future; 1993-94 Orange County Grand Jury

LAFCO-Is It Working?; 2004-05 Orange County Grand Jury

Orange County Cemetery District; 2004-05 Orange County Grand Jury

Orange County Vector Control District-Out of Control?; 2005-06 Orange County Grand Jury

Water Districts; A New Era in Public Involvement; 2008-09 Orange County Grand Jury

Compensation Survey of Orange County Water and Sanitation Districts; 2010-2011 Orange County Grand Jury

California Penal Code Sections §933 and §933.05

[Note: to reduce grand jury requests for additional response information, the grand jury has **bolded** those words in §933.05 which should be appropriately included in a response]

- §933 (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.

- §933.05 (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly or partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

July 10, 2012

The Honorable Thomas J. Borris
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Honorable Presiding Judge Borris:

Pursuant to Penal Code Sections 933(c) and 933.05, attached is the written response of the Rossmoor Community Services District (the "District") to the findings and recommendations made by the Grand Jury in its report entitled "'Let There Be Light' – Dragging Special Districts from the Shadows" (the "Report"). These responses were approved by the District's Board of Directors at its regular meeting of July 10, 2012.

The Grand Jury's Report represents the latest in a growing chorus of voices expressing concern with the perceived lack of oversight of the large number of special districts throughout the state. While there may be legitimate cause for concern in some cases, the Report takes an overly broad approach, casting all special districts in an equally negative light without regard to their individual size, function, or history. Further, community service districts are completely different in character than enterprise districts insofar as they are designed to provide community services in unincorporated areas in a local, accountable, accessible and transparent manner. As the Report acknowledges, special districts throughout the County vary widely in their size and with respect to the nature of the services provided. Annual budgets range from \$135,000 on the low end, all the way to \$159,100,000. (Report, Table 2.) For these reasons, the District respectfully suggests that concerns regarding the oversight of special districts are best addressed on a case-by-case basis.

The District's responses are divided into three sections. Section I includes the District's responses to the Grand Jury's findings as required by Penal Code section 933.05(a). Section II includes the District's responses to the Grand Jury's recommendations as required by Penal Code section 933.05(b). Though not legally required, Section III includes responses to additional selected statements from the body of the report which the District felt were worthy of comment.

Sincerely,

Henry Taboada
General Manager
Rossmoor Community Services District

RESPONSE TO GRAND JURY RE;

“LET THERE BE LIGHT” DRAGGING

SPECIAL DISTRICTS FROM THE SHADOWS

First and foremost, the title chosen by the Grand Jury implies a predisposition to their findings before having conducted their study. Second, the manner in which Districts were treated; in that an invitation to review the draft document resulted in no changes to the comments and suggestions made by our district. Without the benefit of a public airing of the draft and the comments made, the District’s governing Board and the public were not able to properly judge the process and its results. Thus, the District is compelled to reply to the demand of the Grand Jury. The District’s response, however will once again attempt to correct inaccuracies, ameliorate subjective conclusions, and comply with the stated provisions of the California Penal Code.

SUMMARY-Page 1

1. “These local independent governments (special districts) are not accountable to local cities, the County of Orange, or the State of California for their day-to-day operations”.

Response: The statement is true; however, neither are the cities, County of Orange, nor the State of California responsible to another government. They, like the District, are responsible to the public they serve, and the public elects representatives to be mindful of their interests.

2. “...Grand Jury believes these special districts should be removed from the county government tax system, absorbed by other agencies, consolidated, or privatized.

Response: If the Grand Jury truly believes this statement, their efforts should be directed at the State Legislature which created these special districts. Collectively attacking the special districts in Orange County as “ineffective”, “redundant”, “unnecessary”, or “obsolete” may look good in headlines, but it is a disservice to the dedicated officials and staff which provide many critical and useful services to their respective constituents.

3. “Community service districts (often considered “non-enterprise” districts should remove themselves from tax rolls and have their services provided by surrounding cities or local homeowners associations”.

Response: There is a process for community services districts (CSD’s) to become part of a neighboring city. It is called annexation. The State Legislature in their wisdom, however, has in most cases, provided for a vote of the people within that CSD to vote whether or not to be annexed to that city. That suggests that the public has placed a trust in that local government structure to continue to provide those local services. The other alternative available is for the neighboring city to provide those services on a contract with the County which just adds another level of bureaucracy. As for local homeowners associations, Rossmoor is not a gated community and the Rossmoor Homeowners Association is a voluntary organization with no statutory authority to assume the services provided by the District.

SUMMARY-page 2

4. “All taxes for special districts...should be made transparent by specifically showing them separately within the 1% property tax bill sent by the County”, “The taxpayer deserves to know where taxes are being allocated”.

Response: Since it is the County that prepares the tax bill, this matter should be addressed to the County. Rossmoor’s tax bills do differentiate between property tax, lighting assessment and two bond assessments. Moreover, the District prepares an annual budget which specifically allocates revenues to distinct expenses for services. The budget process includes a public hearing for the public to comment on the District’s budget.

5. “...all the special districts should provide their constituents with an independent performance audit”.

Response: A performance audit, without guidelines would result in inconsistent results among various agencies. This is a goal which should be pursued with the State Legislature.

BACKGROUND AND FACTS-Page 4

“The 27 special districts in Orange County were formed as early as 1919 and as late as 1964”.

Response: The Rossmoor Community Services District was established in 1986 (see page 9)

COMMUNITY SERVICE DISTRICTS-Page 9

“Rossmoor Community Services District---1986 (limited to parks & recreation, security services and street maintenance & repair)”.

Response: The Rossmoor Community Services (District) provides the following services:

Parks, recreation, street trees, street sweeping, street lighting, facility maintenance & rental.

The District does not provide the following services

Security services, street maintenance & repair

SPECIAL DISTRICT BUDGETS, ASSETS, TAXES & FEES-page 13

“Non-enterprise special districts that have unrestricted reserves greater than their annual budget”.

“Rossmoor Community Services District;”

Response #1: The District disagrees with the numbers in Table 1b, page 14.

Auditor/Controller Allocations, 2010-2011: The report states a figure of \$1,398,000. The number provided by the District was \$1,388,053.56

Taxes and Assessments 2011-2012: The Report states a figure of \$1,393,000. Since the actual taxes and assessments for FY 2011-2012 have not all been received, the District submitted its budget for that year and it totaled \$1,470,000.

Fees: The Report states a figure of \$126,000 and the budgeted number is \$125,500. This is probably a rounding of the District's number.

Interest: The Report states a figure of \$35,000 which is correct.

Other Revenue: The Report states a figure of \$155,000. The District cannot calculate any set of numbers that produces that amount.

Total Revenue: The Report states a figure of \$1,709,000 which is based on the numbers in the Table 1b. As stated above, the District's total is \$1,470,900.

% Taxes/Total Revenue: The District disagrees with the 82% figure in the Table since there is no confidence in the numbers which make up the Total Revenue number.

RESPONSE #2

The District disagrees with the numbers in Table 2b on page 15.

Budget: Neither the District nor its Auditor can determine the source amount called out in the Budget column in the Report of \$109,000.

Total Assets and Net Assets: The District agrees with the stated numbers.

Unrestricted Reserves: As stated in the Districts latest REPORT ON AUDIT dated June 30, 2011, the District's audited unrestricted fund balance numbers are as follows:

General Fund 10	\$726,348
Capital Projects Contributions Fund 40	<u>\$129,048</u>
Total Unrestricted Fund Balances	\$885,396

The District's audited restricted fund balance numbers are as follows:

PIFC Rossmoor Wall Fund 30	\$168,182
PIFC Rossmoor Wall Reserve Fund 45	\$ 47,000
Capital Improvements Fund 20	<u>\$271,199</u>
*Total Restricted Fund Balances	\$486,381

* These amounts are restricted for debt service payments at the end of the debt service payment schedules.

Total Governmental Funds Balance \$1,358,082

Total Taxes: The District disagrees with the number stated in Table 2b as \$1,400,000. Total taxes for FY 2010-2011 were \$1,338,053.26.

RESPONSE #3

The District strongly disagrees with the statement that its unrestricted reserves are greater than their budget. The District’s Total Budget for FY 2010-2011 is \$1,471,271 versus unrestricted reserves of \$885,396.

WHAT ARE OTHERS SAYING ABOUT SPECIAL DISTRICTS? – Pages17-18

The District disagrees with conclusion reached regarding community services districts. Both the Grand Jury and its source documents generalize negatively about the value of special districts. Moreover, there is a tendency to paint what are uniquely different agencies with the same brush.

“...eliminate the use of property tax revenues to support independent special districts.”

“...independent districts serving only the needs of a local community, such as a community service district, should become fully supported by local fees.”

Response: Community services districts provide services not provided by their respective counties. If those services were provided by a county, they would be paid for, mostly with property tax revenue. To suggest that the tax payers within a community services district boundary pay for those services from fees would amount to double taxation.

“...these governments (independent special districts) that are physically closest to their communities are oftentimes unknown to the people they serve...”

Response: The Rossmoor Community Services District provides a wide variety of direct services to the Rossmoor community. The Board of Directors meets monthly, often with special meetings in between, conducts numerous committee meetings on specific items, posts all meetings in accordance with the Brown Act, televises all monthly meetings, sends a quarterly newsletter to all residents and posts matters of interest on its web site, uses Facebook, Twitter and YouTube to communicate with residents and uses email blasts to any resident who subscribe to the District’s database. Moreover, the District serves as a conduit for services provided by the County, directing residents to appropriate offices, including utilities and other governmental agencies.

SUMMARY OF FACTS – Pages 22-25

“5. The last community services district, Surfside Colony Community Service Tax District was formed in 1960...”

Response: The Rossmoor Community Services District was formed 1986.

“Community service districts are no longer isolated and often integrally entwined with homeowners’ associations. These community services districts can be removed from county tax rolls and their responsibilities and costs can be borne by either their surrounding cities or homeowners associations”.

Response: These issues have previously been responded to. However, it is simplistic to assume that a homeowners association would want to take on services to be paid for by homeowner assessments. This is where double taxation is once again at issue. If cities were to provide those services, they would be relying on the same taxing methods to pay for those services. Taxation is a zero sum game. There is no free lunch. Therefore, if residents are satisfied with the services they receive from a district rather than a city, it is their taxes that pay for those services and they ought to have a choice in the matter.

“15. Sixteen Orange County special districts have unrestricted reserves exceeding their annual budget. These special districts are:

Rossmoor Community Service(s) District

Response: This issue has previously been addressed. This is not a factual statement.

“19. The 1% property tax on the annual secured tax bill to property owners does not provide details of the agencies portion. This hides from the taxpayer the allocation made to the various county funds and special districts.

Response: Rossmoor residents’ tax bills reflect the separate amounts allocated for property tax, lighting assessment, and Rush Park and Wall assessments.

FINDINGS AND CONCLUSIONS – Pages 25-26

F1. “Most Orange County special districts, with or without the assistance of the Local Agency Formation Commission (LAFCO), have been incapable or unwilling to consolidate, absorb, eliminate these outmoded and/or redundant agencies”

Response: The District basically serves at the pleasure of the Rossmoor community. Since its inception, there have been numerous attempts to incorporate, be annexed or placed in the Sphere of Influence (SOI) of another city. The first two options have been repeatedly defeated by the voters of Rossmoor, either of which would have eliminated the District. The community also opposed the placement of Rossmoor within the SOI of the City of Los Alamitos. This was overruled by LAFCO. The community

viewed this action as a precursor to annexation which a recent poll indicated an overwhelming opposition to being annexed.

F2. “Special Districts have made very little progress in complying with the recommendations made by various governmental agencies”.

Response: The District is unaware of any recommendations made or not followed.

F3. “Most non-enterprise special districts of Orange County have outlived their purpose and usefulness. Services that were only available through the special districts are now being provided by the surrounding cities and expanding county”

Response: While this is basically a true statement, there is no evidence that the services provided by the District cost more than if they were provided by another agency. Moreover, Rossmoor residents enjoy the benefit of a local community based agency which is geographically superior to the county or even an adjoining city.

F4. “The eleven non-enterprise special districts in Orange County founded before 1965 have outlived their purpose and usefulness. The services that were unavailable from cities and county have long since been made available as both the cities and county grew. Some of these special districts could be removed from the county tax rolls, and their services funded and absorbed by the county, surrounding cities or homeowners association where they abide.”

Response: First of all, the District was formed in 1986 and the services provided then and now by the District were available from other agencies. The District was conceived, however, as a means of providing designated services at a local level, much like surrounding cities. The Rossmoor community has had several opportunities to change their form of governance and has declined to do so.

F7. “The unrestricted reserves of the special districts are available to the governing boards to spend as they please”

Response: First of all, the Grand Jury has overstated the unrestricted reserves of the District by a large amount. Second, the statement is inflammatory. If true, the same could be said about any government agency, including the county and its cities. The statement, however, is not true. There are well established processes for the prudent use of public funds. More importantly, the District only imposes fees to recover part of the cost of certain services as provided by law. Fees are fully discussed in public during budget deliberation which includes a public hearing. Unrestricted reserves are primarily used to pay for capital improvements undertaken by the District. There are currently no other means to pay for these projects, each of which are approved in open session at a televised Board meeting.

Also, the imposition of special assessments or bond measures requires a vote of the electorate with full disclosure regarding the agency’s finances to the voters, the rating agencies, and to the bond holders. The District has only two bond assessments, which were approved in 1992 and 1998, which are obligations of the Rossmoor community, who voted to undertake the debt.

F8. “The boards of directors have the sole discretion to spend these unrestricted reserves”.

Response: As do City Councils and Boards of Supervisors. The same oversight applies to all levels of government. To specifically target agency boards as spendthrifts, or worse, is a disservice to the men and women who serve on these boards with little or no compensation. It also discounts the intelligence of the voters who placed them into office.

F10. “The enterprise special districts could save millions of dollars in administration costs by consolidating into regional special districts”.

Response: This recommendation does not apply to the District as it is a non-enterprise special district.

F12. “The community services that the original non-enterprise special districts provided can be provided by the surrounding cities and the county that have engulfed these districts”.

Response: In its simplest terms, this is a true statement. What is overlooked, however, is the qualitative value of the services being provided. If voters choose to be served by a district and to pay for those services with their tax dollars, that should be a fundamental right. The Report does not take into account the desire or lack of desire to absorb those districts. It also does not factor in the cost to those cities or the county to take over those services. As previously stated, this is a zero sum game. Someone has to pay for the added service level to those cities or county.

F14. “The true cost of water and sanitary sewers in the enterprise special districts is hidden when both taxes and fees fund these districts”.

Response: The District does not provide water or sanitary sewer services.

F15. “The lack of published performance audits has contributed to the public’s ignorance of these districts.”

Response: There is no evidence that the public would pay any more attention to performance audits than it does to annual budget and financial audits. The cost of a performance audit for a district of this size would not likely result in a corresponding benefit.

RECOMMENDATIONS – Pages 27-29

R1. “All special districts should be eliminated from the county tax rolls and should rely on fees or the services of surrounding governments.”

Response: The District disagrees. This matter has been previously addressed. The will of the people and double taxation comes to mind once again.

R2. “Community services districts should be absorbed either in cities surrounding them or into private homeowners associations. Each community service district should meet with LAFCO and with the

appropriate city or homeowner's association to develop plans and schedules for the future of these special districts. This meeting should take place before September 30, 2012.

Response: The District categorically disagrees with the recommendation. The Rossmoor community has spoken several times on these issues; the District has also met many times with LAFCO and with the surrounding cities of Seal Beach and Los Alamitos. The Rossmoor Homeowners Association already works with the District on matters outside the jurisdiction of the District but it is not capable of assuming the services provided by the District either financially or managerially. Therefore, the recommended meeting is unnecessary and will not be scheduled.

R7. "Excessive unrestricted reserves should be used to reduce existing debts."

Response: The District does not agree with the premise that it has 'excess' reserves. A sizeable portion of unrestricted reserves are annually transferred to its Capital Improvement Fund 40 for capital projects. This is the only source of funds for this purpose. Moreover, the District has made good use of restricted reserves to pay down debt, most recently allocating \$495,000 to pay down debt in Fund 20. All other restricted reserves in Fund 20 and 30 will be used at the end of the payment schedule to pay off the remaining debt.

R8, "Each special district should have an independent performance audit at least every three years...Each of the special districts that has not had a performance audit within the last five years should contract with an independent outside consultant to conduct such an audit during 2012".

Response: The District disagrees that 'every' special district should undergo such an audit. As stated in the Report, district budgets range from \$135,000 to \$159,100,000. Such a broad brush recommendation would pose a financial burden to smaller districts without much, if any benefit.

R9. "Each special district should contribute 1% of its unrestricted reserve fund to LAFCO to help finance preparing and directing the consolidation, absorption, or elimination, and setting of standards for reserves for the special districts."

Response: The District already helps fund the operation of OC LAFCO with an annual assessment. Moreover, the cost of any application to LAFCO for any reorganizational issue is paid for by the agency applying for the change. The District paid over \$140,000 in 2008 for the Rossmoor community's effort to consolidate. The District does not consider this recommendation to be useful or prudent.

R10. "The Orange County Tax Collector should obtain all the specific allocations for the 1% property tax from the County Auditor-Controller and show them on the tax bill (not just the current generalized summary) sent to each property owner so that the taxpayers are informed of how much each service is costing them."

Response: This would be a redundant and costly exercise. The District provides all relevant information about how it spends its money in its annual and revised budgets.

KAUFMAN LEGAL GROUP
A PROFESSIONAL CORPORATION

May 29, 2012

Direct (213) 452-6550

VIA ELECTRONIC AND U.S. MAIL

Mr. Thomas Mauk
Executive Officer
County of Orange
333 W. Santa Ana Boulevard
Santa Ana, California 92701

**Re: California Public Records Act Request
Our File No.: RPC4195.001**

Dear Mr. Mauk:

On behalf of the Rossmoor Community Services District ("District"), we respectfully request that you comply with the following public records requests which are made pursuant to the California Public Records Act ("CPRA"), which is found beginning at Section 6250 of the California Government Code. This CPRA request is a new CPRA request and should be treated as such for purposes of abiding by the procedural requirements of the CPRA.

The fundamental policy of the CPRA, as stated by the Legislature and the courts, is that government records must be disclosed to the public, upon request, unless there is a specific statutory exemption.¹ Consequently, unless there is an applicable exemption provided by law, the County of Orange (and its subordinate agencies and departments) must make the record or records promptly available to the requestor. *If your agency improperly withholds records or unreasonably delays the disclosure of nonexempt records, the District will seek a court order to enforce its right to inspect or copy the records sought, and will seek payment for court costs and attorney fees as provided by law.*²

Please note that the District specifically requests, as is permitted by law, that records responsive to its CPRA requests be disclosed in *both paper and electronic formats.*

¹ *State ex rel. Div. of Ind. Safety v. Sup. Ct.*, 43 Cal. App. 3rd 778, 783 (1974).

² See Cal. Gov't Code §§6258, 6259.

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I. The County Has a Duty To Disclose Non-Exempt Public Records

A. What are "Public Records" in California?

Please be advised that pursuant to Government Code section 6252(e), "public records" include "**any writing** containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency **regardless of physical form or characteristics.**"³ This definition is intended to cover every conceivable kind of record that is involved in the governmental process.⁴ This includes "[p]ublic records stored in a computer (e.g., e-mail)"⁵

Please note that a "writing," as used in Section 6252(e) above, means "any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any form of communication or representation . . . any record thereby created, regardless of the manner in which the record is stored."⁶

If you have any difficulty in deciding if any item containing requested information is a "writing," or a "public record," we ask that you contact supervisory personnel and/or your County Counsel to obtain clarification without delay.

B. A Response to this Request is Due Within 10 Days of Receipt

The CPRA provides that upon receipt of this request, the County **must** respond **in writing within 10 days.**⁷ This response **must** include a determination whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the County. The County **must** also state the estimated date and time when the records will be made available. This timeframe must be reasonable or it will be challenged by the District, potentially in Court. If a document falls within one of the express exemptions listed in the CPRA, the County is required to notify the District in writing of the reasons for withholding the document. The name and title of the official responsible for denying the request must be included in the denial notice.⁸ If only part of a document is exempt from disclosure, the County may redact the document to allow disclosure of non-exempt portions of the document.

³ (Emphasis added.)

⁴ *California State University v. Sup. Ct.*, 90 Cal. App. 4th 810 (2001).

⁵ Cal. Gov't Code § 6254.9(d).

⁶ Cal. Gov't Code § 6252(f).

⁷ Cal. Gov't Code § 6253(c).

⁸ Cal. Gov't Code §§ 6253(d), 6255.

C. The Information that We Seek are Public Records in the County's Possession

In addition, it is our position that all of the records below are in the County's possession. This is based on, but not limited to, the fact that GST Consulting obtained information similar to our requests to produce the document *Proposed Incorporation, City of Rossmoor, Public Review Draft Comprehensive Fiscal Analysis* ("CFA") dated February 25, 2008 (submitted to Orange County LAFCO). *We are attaching a copy of that document to assist in your review as Attachment A.*⁹ *In addition, to help guide you in your search for requested public records, please refer to the "worksheets" found in the Exhibits to the Appendix of the CFA, which is attached as Attachment B.*

Please note the CFA states that information contained therein was "provided by the affected departments of the County of Orange, the Rossmoor Community Services District, and various state agencies."¹⁰ Excluding information from the District and the state agencies, the rest of the information was obtained from the County. Based on our review of the CFA and Appendix we have determined that the County has the information the District seeks. However, if the information is truly not in the County's possession or is exempt from disclosure, you must state this in writing with specificity. Be advised, any denial that you submit may be reviewed by a court of law.

The CFA Appendix lists information regarding revenue and service costs for FY 2006/2007, as well as worksheets which reference revenues, costs, and calculation methodologies similar to that which the District is currently requesting. The CFA Appendix also lists points of contact for the various departments which provided this information including, the Sheriff's Department (for law enforcement); the County Auditor-Controller (for property tax info); Mapping Division, Assessor, and Treasurer-Tax Collector (for TRA's, property tax transfers); Animal Care Services, Public Works, Engineering, Code Enforcement, Building and Safety, and Planning. The information that we seek is substantially similar to that which was provided by the County and its departments to GST Consulting to prepare the CFA and Appendix. Therefore, unless the County happens only to have records for 2006/2007, which we would find surprising, then the records that we seek for FY 2008/2009, 2009/2010, and 2010/2011 are also in the County's possession. You should therefore search your records and/or contact the relevant departments/divisions etc. to obtain and disclose the public records we seek.

II. Specific CPRA Requests

The following are specific CPRA requests directed to the County. Please coordinate with all relevant departments and personnel within the County to ensure a timely response. Please note

⁹ GST Consulting, *Proposed Incorporation, City of Rossmoor, Public Review Draft Comprehensive Fiscal Analysis* ("CFA"), at 2 (February 25, 2008).

¹⁰ CFA at 2.

that it is our legal position that all of the requests below are "public records" and must be disclosed.

Requests Related to Property Tax (within District Boundaries)¹¹

1. For Fiscal Year ("FY") 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within the jurisdictional boundaries of the District.
2. For FY 2008/2009, 2009/2010, and 2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within the jurisdictional boundaries of the District.

Requests Related to Property Tax (within Tax Rate Areas)¹²

3. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within Tax Rate Area 68-006.
4. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within Tax Rate Area 68-006.
5. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within Tax Rate Area 68-007.
6. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within Tax Rate Area 68-007.

¹¹ This information may be in the possession of the Orange County Auditor-Controller. (See Letter from Auditor-Controller to LAFCO dated 12/4/07, copied in Exhibits to CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

¹² The "Tax Rate Areas" referred to below were obtained from the CFA that was submitted to the Orange County Local Agency Formation Commission on February 25, 2008. Therefore, the specific numbered Tax Rate Area designations contained in the CPRA requests that follow are those that existed on or about February 2008. If the Tax Rate Areas changed since that time, we request that you provide the information sought in the request for any successor areas. This information may be in the possession of the Orange County Auditor-Controller. Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

7. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within Tax Rate Area 68-008.
8. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within Tax Rate Area 68-008.
9. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within Tax Rate Area 68-009.
10. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within Tax Rate Area 68-009.
11. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within Tax Rate Area 68-012.
12. For FY 2008/2009, 2009/2010, and 2010/2011, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within Tax Rate Area 68-012.
13. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within any successor Tax Rate Areas to those set forth in Requests 3 – 12, above.
14. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within any successor Tax Rate Areas to those set forth in Requests 3 – 12, above.

Requests Related to Property Tax (within Orange County)¹³

15. For FY 2008/2009, 2009/2010, 2010/2011, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within the boundaries of Orange County.
16. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within the boundaries of Orange County.

Requests Related to Property Tax (within Rossmoor Community Services District Lighting Reorganization)¹⁴

17. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within the boundaries of Rossmoor Community Services District Lighting Reorganization.
18. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within the boundaries of Rossmoor Community Services District Lighting Reorganization.

Requests Related to Property Tax (within Rossmoor/Los Alamitos Sewer District)¹⁵

19. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property tax funds collected from properties located within the boundaries of Rossmoor/Los Alamitos Sewer District.
20. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property tax funds collected from properties located within the boundaries of Rossmoor/Los Alamitos Sewer District.

¹³ This information may be in the possession of the Orange County Auditor-Controller. Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

¹⁴ This information may be in the possession of the Orange County Auditor-Controller. Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

¹⁵ This information may be in the possession of the Orange County Auditor-Controller. Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

Requests Related to Street Lighting Assessment Funds (within District)¹⁶

21. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of street lighting assessment funds collected within the jurisdictional boundaries of the District.
22. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of street lighting assessment funds collected within the jurisdictional boundaries of the District.

Requests Related to Animal Control Fees (within District)¹⁷

23. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of animal control fees collected within the jurisdictional boundaries of the District.
24. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine total amount of animal control fees collected within the jurisdictional boundaries of the District.

Requests Related to Sales and Use Tax Funds (within District)

25. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of sales and use tax collected within the jurisdictional boundaries of the District.
26. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of sales and use tax collected within the jurisdictional boundaries of the District.

Requests Related to Property In Lieu of Sales Tax Funds (within District)

27. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property in lieu of sales tax collected within the jurisdictional boundaries of the District.

¹⁶ This information may be in the possession of the Orange County Auditor-Controller. Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

¹⁷ This information may be in the possession of the Orange County Health Care Agency Animal Care Services. (See generally Animal Care Services "worksheet" in Exhibits to Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

28. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property in lieu of sales tax collected within the jurisdictional boundaries of the District.

Requests Related to Property Transfer Tax (within District)

29. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of property transfer tax collected within the jurisdictional boundaries of the District.
30. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of property transfer tax collected within the jurisdictional boundaries of the District.

Requests Related to Motor Vehicle License Fee (collected within District)

31. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of motor vehicle license fee collected within the jurisdictional boundaries of the District.
32. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total amount of motor vehicle license fee collected within the jurisdictional boundaries of the District.

Requests Related to Franchise Fees (collected within District)

33. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to total amount of franchise fee(s) collected within the jurisdictional boundaries of the District, which shall include revenues collected for all utilities and services for which the County has imposed franchise fees (e.g. water, electricity, solid waste, cable television, oil and natural gas, etc.).
34. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth reflect, explain, describe, estimate or refer to the methodology used to calculate or determine total amount of franchise fee(s) collected within the jurisdictional boundaries of the District, which shall include revenues collected for all utilities and services for which the County has imposed franchise fees (e.g. water, electricity, solid waste, cable television, oil and natural gas, etc.).

Requests Related to Building and Safety Fees (collected within District)

35. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of building and safety fee(s) collected within the jurisdictional boundaries of the District.
36. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine total amount of building and safety fee(s) collected within the jurisdictional boundaries of the District.

Requests Related to Code Enforcement Fines (collected within District)¹⁸

37. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of code enforcement fines collected within the jurisdictional boundaries of the District.
38. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine total amount of code enforcement fines collected within the jurisdictional boundaries of the District.

Requests Related to Fines and Forfeiture (collected within District)

39. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount of fines and forfeitures collected within the jurisdictional boundaries of the District.
40. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine total amount of fines and forfeitures collected within the jurisdictional boundaries of the District.

¹⁸ This information may be in the possession of the Orange County Resources & Development Management Department, Planning & Development Services Division. (See generally Planning & Development Services Division "worksheets" in Exhibits to CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

Requests Related to Road Funds (received and spent within District)¹⁹

41. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total amount received and allocated by County for road maintenance within the jurisdictional boundaries of the District.
42. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine total amount of road funds received and allocated by County for road maintenance within the jurisdictional boundaries of the District.

Requests Related to Animal Control Services Funds (allocated and used within District)

43. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total cost of animal control services within the jurisdictional boundaries of the District.
44. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total cost of animal control services within the jurisdictional boundaries of the District.

Requests Related to County Planning Services Funds (allocated and used within District)²⁰

45. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total cost of County planning services allocated and used within the jurisdictional boundaries of the District.
46. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total cost of County planning services allocated and used within the jurisdictional boundaries of the District.

¹⁹ This information may be in the possession of the Orange County Resources & Development Management Department, Operations & Maintenance Division, Public Works (Road Maintenance). (*See generally* Operations and Maintenance Division, Public Works “worksheets” in Exhibits to CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

²⁰ This information may be in the possession of the Orange County Resources & Development Management Department, Planning & Development Services Division, Planning. (*See generally* Planning & Development Services Division, Planning “worksheets” in Exhibits to CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

Requests Related to County Building and Safety Services Funds (allocated and used within District)²¹

47. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total cost of County building and safety services allocated and used within the jurisdictional boundaries of the District.
48. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total cost of County building and safety services allocated and used within the jurisdictional boundaries of the District.

Requests Related to County Code Enforcement Services Funds (allocated and used within District)²²

49. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total cost of County code enforcement services allocated and used within the jurisdictional boundaries of the District.
50. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total cost of County code enforcement services allocated and used within the jurisdictional boundaries of the District.

Requests Related to Law Enforcement Services Funds (allocated and used within District)²³

51. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total cost of law enforcement services allocated and used within the jurisdictional boundaries of the District.

²¹ This information may be in the possession of the Orange County Resources & Development Management Department, Planning & Development Services Division, Building & Safety. (*See generally* Planning & Development Services Division, Building & Safety “worksheet” in Exhibits CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

²² This information may be in the possession of the Orange County Resources & Development Management Department, Planning & Development Services Division, Code Enforcement. (*See generally* Code Enforcement “worksheet” in Exhibits to CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

²³ This information may be in the possession of the Orange County Sheriff’s Department. (*See generally* Sheriff’s Department “worksheet” in Exhibits to CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

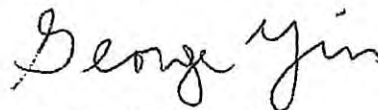
52. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total cost of law enforcement services allocated and used within the jurisdictional boundaries of the District.

Requests Related to County Public Works Road Maintenance Funds (allocated and used within District)²⁴

53. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the total cost of County road maintenance services allocated and used within the jurisdictional boundaries of the District.
54. For FY 2008/2009, 2009/2010, and 2011/2012, any public records which set-forth, reflect, explain, describe, estimate or refer to the methodology used to calculate or determine the total cost of County road maintenance services allocated and used within the jurisdictional boundaries of the District.

If you have any questions, please contact us at your earliest convenience.

Very truly yours,



George M. Yin, Esq.

Enclosure

cc: Susan Novak – Clerk of the Board – Orange County
Tom Daly – Clerk- Recorder – Orange County
Henry Taboada – Rossmoor Community Services District
Fred Brousseau – Harvey M. Rose Associates, LLC

²⁴ This information may be in the possession of the Orange County Resources & Development Management Department, Operations & Maintenance Division, Public Works (Road Maintenance). (See generally Public Work (Road Maintenance) “worksheet” in Exhibits to CFA Appendix.) Regardless of whether this is or is not the case, the information is sought from the County and its relevant departments and divisions.

KAUFMAN LEGAL GROUP
A PROFESSIONAL CORPORATION

May 30, 2012

Direct (213) 452-6550

VIA ELECTRONIC AND U.S. MAIL

Mr. Thomas Mauk
Executive Officer
County of Orange
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

**Re: Rossmoor Community Services District – Comments re: Public
Records Act Request
Our File No.: RPC4195.001**

Dear Mr. Mauk:

This office represents the Rossmoor Community Services District (“District”) as special counsel. As such, we are writing to inform you that we have prepared a new request for public records pursuant to the California Public Records Act (“CPRA”).¹ As you know the District has been seeking public records that are in the possession of the County of Orange (“County”). Previously, Mr. Fred Brousseau of Harvey M. Rose Associates, LLC on behalf of the District submitted a CPRA request to your office in a letter dated March 13, 2012. The District’s prior CPRA request sought public records and information pertaining to costs for services provided by the County and revenues received by the County, concerning the area within the jurisdictional boundaries of the District.

We are informed that the District’s prior CPRA request resulted in a conference call on March 22, 2012 between officials from the District and officials from the County, including Jack Golden from the County Counsel’s Office, Howard Sutter, Manager of Community/Media Relations for the County CEO, and Frank Kim, County Budget Manager. The District’s prior CPRA request also resulted in letters from the County dated March 26, 2012 and April 6, 2012, respectively.

Based on our review of prior statements made by County officials during the conference call and subsequent correspondence, we believe that the County’s response has been confusing and contradictory. Specifically, County officials first stated that the County did not possess information related to costs and revenues concerning the area within the District’s boundaries. Frankly speaking, the District found this statement rather hard to believe. County officials later went on to say that they would work to locate the information sought and provide a specific timeline for getting us the information. However, in the County’s letters dated March 26 and

¹ This “new” CPRA request is contained in a separate letter.

April 6, the County made confusing and contradictory statements as to whether and when the County would provide the records that the District seeks.

We have the duty to report that the District's Board has expressed serious dissatisfaction with the County's statements and conduct concerning the District's straightforward requests for public records and information, the disclosure of which should be noncontroversial. Moreover, the District is not pleased with the lax way in which the County has observed the specific requirements and timelines of the CPRA. However, in an effort to resolve this matter in an amicable manner without resorting to available legal remedies, the District has decided to submit a "new" CPRA request, thereby "restarting" the process. *The District requests that the County, upon receipt, deem the aforementioned letter to constitute a new CPRA request. We also respectfully request that the County follow the procedures set forth in the CPRA in a clean and clear fashion so that there can be no confusion in the administrative record.*

We *are* aware that "public records must be described clearly enough to permit the agency to determine whether writings of the type described in the request are under its control."² Specifically, Government Code section 6257 compels an agency to provide a copy of nonexempt records upon a request "which reasonably describes an identifiable record, or information produced therefrom . . ."³ We wish to point out, however, that courts have held

the requirement of clarity [for a CPRA request] must be tempered by the reality that a requestor, having no access to agency files, may be unable to precisely identify the documents sought. Thus, *writings may be described by their content.* The agency must then determine whether it has such writings under its control and the applicability of any exemption. *An agency is obliged to search for records based on criteria set forth in the search request.*⁴

We also understand that a public agency has no legal duty to provide records that are subject to an applicable statutory exemption or which truly do not exist in any form. However, a public agency has a duty to identify and disclose records and information that has been reasonably "described by their content."

If records or information really do not exist or are exempt from disclosure, we expect the County to issue a written denial which includes a clear statement as to the reason for non-disclosure. Any denial notification must cite the specific statutory exemption under CPRA or other applicable state or federal law, together with the name and title of the official responsible for denying the request.⁵ The County has not done this in connection with our prior attempts to secure public records. We also do not accept that a CPRA request may be "closed" by the County without full compliance with these procedures.

² *Cal. First Amend. Coal. v. Sup. Ct.*, 67 Cal. App. 4th 159, 165 (1998).

³ *Id.*

⁴ *Id.* 165-166 (emphasis added).

⁵ Cal. Gov't Code §§ 6253(d), 6255

With regard to the District's prior CPRA request, the County's letter dated March 26 stated that the records that the District requested do not exist. Yet, later in a letter dated April 6, 2012, the County indicated that the information and records may exist but that the timeframe in which to locate and disclose the records was indeterminate. Such contradictory explanations are not acceptable to the District.

First, we find the County's initial statement that the records do not exist difficult to take seriously. Indeed, on March 12, 2008, the Orange County Local Agency Formation Commission ("LAFCO") issued a staff report citing findings from an attached *Comprehensive Fiscal Analysis of the Proposed Incorporation of the City of Rossmoor* ("CFA"). The CFA states: "The Government Code requires that any CFA be developed by utilizing revenue and cost information from the most recent fiscal data available The Base Year for the purposes of this CFA is Fiscal Year 2006/2007. Base Year information was provided by affected departments of the County of Orange" ⁶ Therefore, since the County had financial information for fiscal year 2006/2007, it is reasonable to assume that the County has such information for the area in question for fiscal year 2008/2009, 2009/2010, and 2010/2011 as well. We should add that courts have held that financial data relied on by a public agency in performing its functions constitutes a public record. ⁷

Second, with regard to the County's timeframe to respond, the California Attorney General's Office states:

[w]hen a copy of a record is requested, the agency shall determine within ten days whether to comply with the request, and shall promptly inform the requestor of its decision and reasons therefor. . . . If possible, records deemed subject to disclosure should be provided at the time the determination is made. If immediate disclosure is not possible, the agency **must provide the records within a reasonable period of time**, along with an estimate of the date that the records will be available. **The Public Records Act does not permit an agency to delay or obstruct the inspection or copying of public records.** ⁸

Therefore, the County's vague denial-like statements in its March 26, 2012 letter, and the County's vague timeframe statements in its April 6 letter neither comply with the spirit or letter of the CPRA. However, again, in the interest of resolving our CPRA issues amicably, or in the alternative, to establish a clear administrative record, we will be submitting a new CPRA request, for which clearly-worded, timely responses are expected.

⁶ Orange County Local Agency Formation Commission ("LAFCO"), *Proposed Incorporation City of Rossmoor-- Public Review Draft Comprehensive Fiscal Analysis*, at 1-2 (February 25, 2008).

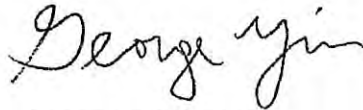
⁷ See e.g., *San Gabriel Tribune v. Sup. Ct.*, 143 Cal. App. 3d 762, 775 (1983).

⁸ California Attorney General's Office, *Summary of the California Public Records Act*, at 5 (2004) (emphasis added).

Mr. Thomas Mauk
May 30, 2012
Page 4

Out of consideration to your office and in the interests of facilitating good relations between public entities, we have endeavored to provide new CPRA requests that aim to be "clear enough" for County officials to do their work efficiently and to comply with the law. If our requests are problematic from the County's standpoint in any way, please let us know immediately. We do appreciate the work that your staff will put into locating records and information responsible to our request. Thank you in advance for your consideration. If you have any questions or comments, please let us know.

Very truly yours,



George M. Yin, Esq.

Enclosure

cc: Susan Novak – Clerk of the Board – Orange County
Tom Daly – Clerk- Recorder – Orange County
Henry Taboada – Rossmoor Community Services District
Fred Brousseau – Harvey M. Rose Associates, LLC

Henry Taboada

From: Jaime, AJ [AJ.Jaime@ocpw.ocgov.com]
Sent: Monday, June 04, 2012 1:28 PM
To: Randy Reynolds; Henry Taboada
Cc: McPeck, Don; Valdovinos, Victor; Baron, Ryan [COCO]; Devroede, Nick; Sanchez, Richard
Subject: Tree Removals in Rossmoor
Attachments: RE: Emailing: rossmoore on call 001.jpg

Hi Randy,

Please include this tree located at 3141 Main Way for evaluation, see attached email with our arborist recommendation for tree removal.

Henry,


I would also like to take this time to recap my recollection of our recent meeting regarding tree removals within the Rossmoor community. Our understanding/verbal agreement is to notify RCSD when the County believes or decides that a tree needs to be removed in Rossmoor. RCSD will then have the tree evaluated by their tree specialist (Randy Reynolds) and if he concurs with our assessment the tree will be removed. If RCSD does not concur with tree removal we will require RCSD to provide the County with an independent Certified Arborist Report (West Coast Arborist) stating the reasons that tree removal is not required and we will log this report.

Please keep in mind that the County does have the right to remove trees from County right of way that are deemed to be a hazard to public safety or which are causing damage to County roads. Although we have this right, we will notify RCSD management of our intended actions prior to any removals and give RCSD time to discuss this issue further with our County management. Any disputed tree removal will be postponed until direction is given from County executive management and RCSD will be notified with the County's ultimate decision. Our intentions will be to work closely with RCSD and to continue to have good working relationship as we have for many years. Please let me know if you have any questions or comments.

Thanks,

AJ Jaime

Inspection Chief

 Operations & Maintenance
714-955-0338

From: Devroede, Nick
Sent: Monday, June 04, 2012 7:39 AM
To: Randy Reynolds (rreynolds@rossmoor-csd.org)
Cc: Jaime, AJ
Subject: TREES

Hi Randy,

I hope you're recovering okay. I have a list of locations which need evaluations:

12351 Martha Ann Dr. j.ryan92@verizon.net

12321 Martha Ann Dr. jamesgraeber4@verizon.net

The roots at these locations are damaging private property; growing all the way up to the foundation of the home.

The tree in front of 2871 Inverness drive is termite infested and will need to come out. Resident would like to save tree as long as possible and will work with RCSD for treatment options.



Nick de Vroede

**Maintenance Inspector
OC Public Works
(714) 955-0360**

Rossmoor Community Services District

Policy

No. 3080

**PARKWAY AND ROSSMOOR WAY MEDIAN TREE
MAINTENANCE**

3080.00 Parkway and Median: A parkway, as described in this Policy, is the County of Orange (County) owned area between the sidewalk and curb. The median is the County owned area dividing Rossmoor Way.

3080.10 Public Property: Parkway and median trees are public, not private property. Every reasonable effort will be made to preserve this natural resource in order to retain and improve this local scenic and environmental asset.

3080.11 Homeowners, residents or their agents shall not plant, trim or remove parkway and median trees. The Rossmoor Community Services District (District) has the authority and responsibility to plant and trim trees either directly or through the County or other third parties. The District recommends removals to the County and the County has the authority to remove trees.

3080.12 The County of Orange is responsible for the preventative or remedial tree root pruning to aid in the control of sidewalk, curb and gutter damage. The District will coordinate with the County to perform this work and any other alternatives to tree removal.

3080.13 Request for inspections, planting, trimming or removal shall be made with the District office. A Customer Service Request (CSR) shall be initiated describing the request and action taken or not taken.

3080.20 Tree Planting and Nurturing: All parkways at private residences shall have at least one tree, where feasible, and those currently without a tree(s) will have a tree(s) planted by the District as funds become available. Appropriately spaced tree plantings are required along the parkways of public properties, where feasible (e.g. parks, schools, flood control channels, etc.).

3080.21 Tree planting locations shall be determined by the District's Tree Consultant and/or Arborist and be based on recognized standards for the planting of trees.

3080.22 The District shall maintain a tree-planting program consistent with budgeted funds.

3080.23 The District shall maintain an inventory of all parkway and Rossmoor Way median trees. The District shall also maintain a current list of all potential sites for planting a tree within all public right of ways.

3080.24 Site selections for new tree plantings shall be based on a computerized inventory of Rossmoor parkway trees and vacant sites maintained by the District.

3080.25 New tree plantings shall be accomplished in accordance with the Rossmoor Parkway Tree Planting Specifications (Arborist Scope of Services) maintained by the General Manager.

3080.26 Trees planted by the District will minimally be in 24"box containers. Should budget constraints arise or a 24" box tree of a specific species not be available, a 15-gallon container tree may be substituted.

3080.27 A list of tree varieties approved by the Board for new or replacement trees shall be maintained by the District. The Tree Consultant shall recommend and the District shall select tree species based on the specified predominant tree species of the block if the tree is still on the approved species list and other factors such as availability or an alternate tree from the approved list of trees with similar characteristics.

3080.28 The General Manager shall maintain a Notification of Tree Planting document that specifies the required care of parkway trees. This includes instructions for newly planted parkway trees. The document shall be provided to each homeowner/resident of a newly planted parkway tree.

3080.29 The homeowner/resident has the responsibility for watering and caring for the parkway trees adjacent to their property in accordance with District instructions. A tree that must be replaced due to lack of care on the part of a homeowner/resident will require the homeowner/resident to pay the District for a replacement tree of the same or like species and size.

3080.30 Tree Trimming and Protection: Trees shall be trimmed by the District to maintain safety and clearance standards established by the County.

3080.31 Specifications delineating aesthetic tree trimming shall be in accordance with the requirements of the American National Standards Institute (ANSI A 300) maintained by the General Manager and shall become a part of any tree trimming contracts awarded by the District.

3080.32 The District shall maintain a tree trimming schedule for all parkway and median trees. Each tree shall be trimmed at least once every four years or as necessary according to species. Homeowners/residents desiring more frequent trimming or pruning can request such at the District office for a fee, which reflects the cost to the District. Tree trimming shall only be performed by the District's contract arborist.

3080.33 Notification by mail or by posting at the residence of scheduled tree trimming, planting, root pruning or removal shall be sent by the District to the homeowner/resident at least two (2) weeks prior to the planned work except for emergency safety removals by the County.

3080.40 Tree Removal: Only trees that are dead, structurally unsound or are creating problems that cannot be corrected without causing the tree to die or become unstable will be removed.

3080.41 Valid reasons for removing trees:

- A dead, rotting or seriously diseased tree that presents a danger of structural failure.
- Trees that present a hazard, such as a tree with weak roots, a tree with a split trunk or a tree with falling limbs that cannot be corrected with trimming.
- A diseased or insect infested tree that is a serious threat to nearby trees if removal is the best pest or disease control option.
- An unauthorized tree of the wrong species for its location
- Hardscape (sidewalks, curbs, driveways etc.) damage that requires repairs and if such repairs cannot be made without causing severe root damage that renders the tree structurally unsound.

- If in order to repair or replace a lateral sewer line, it is necessary to remove significant tree roots that would undermine the structural integrity of a tree. This need must be demonstrated to the District by the homeowner through video evidence of the location and extent of damage to the sewer lateral. During excavation, the sewer line must be exposed and be available to the District for a visual inspection to determine the need for the tree removal.
- Home remodeling that requires removal of a tree. If this is driveway relocation, the homeowner must have a building permit and plot plan showing the tree to be removed is less than eight (8) feet from the proposed new driveway. The Homeowner must pay the District for the tree removal and the planting of a new 24-inch box tree selected by the District before the District will sign off on the building permit.
- Any reason deemed by the General Manager to be in the best interests of the District and/or homeowner/resident.

3080.42 Non-valid reasons for removing trees:

- Nuisances, such as dropping leaves, root ridges in lawn, messy fruit, berries or flowers, etc.
- Roots getting into sewer lines. It is the responsibility of the homeowner/resident to maintain their sewer line so that leakage from a line is repaired promptly. This will avoid tree roots from seeking the seeping nutrients and moisture from the line.
- Invasion of roots into water meter box that can be remedied with root pruning. The General Manager will determine who is financially responsible for any necessary root pruning.
- Hardscape damage where repair coupled with root pruning can save the tree.

3080.50 Requests for Tree Inspections, Trimming or Removal and Disposition:

3080.51 A request for parkway tree inspection, trimming or, removal may be made in person, by telephone or in writing to the District office. A CSR will be generated, an inspection will be performed and a disposition will be made by the District.

3080.52 The action taken or not taken on a request will be reported back to the homeowner or his/her agent by the District. A requester has the right of appeal the final disposition of the request by the General Manager to the Board on any actions taken/not taken.

3080.60 Tree Protection: Unauthorized removal or homeowner/resident caused damage of a parkway tree is a misdemeanor subject to penalties. In addition, the homeowner will be required to pay to the District the International Society of Arboriculture (ISA) value of the removed tree and the cost of a replacement tree in a 24-inch box.

3080.61 Parkway may not be cemented, bricked or covered with vegetation which prevents the planting of a parkway tree. Any such paving-over, cementing-over or other covering of a parkway shall be subject to the applicable permitting or other approval requirements of the County of Orange. For example, and not by way of limitation, any such paving-over, cementing-over or other covering of a parkway shall be subject to the applicable urban storm water runoff permit regulations as set forth in the applicable National Pollution Discharge Elimination System (NPDES) permit program as established and administered by the County of Orange or other applicable state or regulatory body.

3080.62 Parkway may be covered with grass or other plants, so long as such grass or plants are not more than two (2) feet high or closer than 1½ feet from the base of the

tree. [Any work on the parkway that could involve the pruning of tree roots must first be approved by the District.

3080.63 No swings or attachments of any type may be placed on parkway or median trees.

3080.70 Retention of Arborist: The District will retain an ISA certified arborist to assist the General Manager in the performance of specifications called out in the Scope of Services as detailed in the Agreement with the contract arborist.

3080.80 Enforcement of Policy:

3080.81 Pursuant to Government Code Section 61600(j) and (k), the District has the authority to perform work and improvements on or about any street in Rossmoor, subject to the consent of the County.

3080.82 Pursuant to Government Code Section 61621.5(c), Resolution 99-1-13-1 provides that the County has granted the District the power of a county road commissioner to regulate certain activities. In its role as a County Road Commissioner, the District may regulate and perform certain activities in connection with the planting, removing, cutting, injuring or destroying any tree, shrub, plant or flower growing on any parkway or median. Pursuant to Government Code Section 61621.5(c) and Streets and Highways Code Section 1460, anyone who violates this policy will be subject to the appropriate legal remedy including liability for all expenses and damages caused thereby to the County and District and could be found criminally liable for a misdemeanor.

3080.83 The District shall notify the homeowner/resident of any violation of this policy. If the homeowner/resident refuses to correct the violation, the District shall pursue other appropriate legal remedies for the collection of damages in order to compensate the District for all costs and expenses caused by the alleged violation of this policy. The District staff shall establish internal procedures, with the assistance of General Counsel, for performing such reporting and enforcement functions.

3080.84 The internal procedures which may be established by District staff may be deemed to include, and/or be supplemented by, the following District Enforcement Procedures:

(1) Send the Resident a Notice/Demand Letter Along with the option of prosecuting residents for misdemeanors, the District may notify residents that their actions are in violation of the District's regulations and provide them with the opportunity to correct the violation and/or pay the expenses and damages the District incurred in correcting the violation. A demand for such payment could be in the form of a notice/demand letter which sets forth the violation and the amount due and owing. In regard to correcting the violation, the District may take the initiative to correct the violation, such as replanting a parkway tree and also take the initiative in pursuing recovery of costs and expenses. The notice/letter may also state that the resident must refrain in the future from taking such action that caused the violation to occur.

(2) Civil Litigation If the resident fails or refuses to correct the violation and/or to pay the amount owed, then the District may pursue litigation. Such litigation may seek injunctive relief whereby the District requests that the court order the resident to refrain from certain activities or require the resident to take certain actions in order to be in compliance with the District's policy/regulations. In the event the District has taken the necessary action, such as replacing the parkway tree, the District may pursue litigation to get a judgment against the resident in

the amount of the expenses and damages that the District incurred in correcting the violation.

3080.90 Quarterly Report: The General Manager shall provide a quarterly report to the Board giving a summary of all parkway and median tree plantings, trimmings, inspections and removals.

3080.100 Damage Claims: Claims for damages allegedly caused by parkway or median trees should be filed with the District. Such claims will be processed in accordance with District Procedures.

3080.110 Terms: Following are terms as used in this policy:

- **Manicure Trimming**—Ongoing yearly high quality trimming designed to maintain the shape and characteristics of the tree (commonly referred to as resort style which includes lacing of the canopy). This is not the type of tree trimming as performed by the District.
- **Aesthetic Trimming (pruning)**—Appropriate trimming performed by the District's arborist designed to maintain the general shape of the tree and eliminating dead, damaged or diseased branches and maintaining safety and clearance standards.
- **Grid Trimming**—Regularly scheduled and ongoing aesthetic trimming on a four year cycle performed by the District's contract Arborist according to a four section grid map of Rossmoor.
- **Safety Trimming**—Performed on an as-needed basis when a tree is identified as posing a hazard to property, street traffic or pedestrian traffic.
- **Root pruning**—The cutting of roots to facilitate the replacement of curbs, gutters or sidewalks.

Adopted: September 10, 2002
Approved renumbering & format: October 10, 2002
Reaffirmed: December 10, 2002
Amended: December 9, 2003
Amended: April 13, 2004
Amended: October 12, 2004
Amended: July 12, 2005
Amended: December 13, 2005
Amended: April 13, 2010
Amended: June 14, 2011

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: July 10, 2012
To: Honorable Board of Directors
From: Public Works/CIP Committee
Via: RCSD, General Manager
Subject: COMMITTEE REPORT RE: REVIEW OF FY 2012-2013 CAPITAL IMPROVEMENT PROJECTS AND RECOMMENDED PROJECT LISTS AND PROPOSED 2012-2013 CAPITAL IMPROVEMENT BUDGETS

RECOMMENDATION:

Receive the report of the Public Works/CIP Committee recommending revised FY 2012-2016 project lists and proposed budgets for inclusion with the FY 2012-2013 Proposed Final Budget

BACKGROUND:

On June 21, 2012, the Board met and discussed the status of the proposed Rush Park Parking Lot Project. After discussion, the Board voted to include a sum of \$50,000 for the project in the FY 2012-2013 Fund 40 Budget. This resulted in an out of balance fund balance. In order to reconcile the Fund 40 budget, a meeting of the Public Works/CIP Committee was scheduled to resolve the matter.

The Public Works/CIP Committee met on June 29, 2012 to review the current state of the District's FY 2012-2013 CIP project list and Fund 40 budget. The Committee made various recommendations for restructuring the project list to conform with the funds available in the program year and for there to be a modest carryover into the subsequent fiscal year.

The recommendations of the Committee are based on current budget revenue estimates and a thorough review of the District's capital needs. The Committee is requesting the Board's approval of their recommendations in order to close out the Proposed FY 2012-2013

Final Budget which will be discussed further along in this Agenda. It is also pointed out that the Project List and Budget for Fund 40 may be revisited during the Board's Mid-Year Budget Adjustment in the month of February or at any time by a Resolution of the Board.

Attached is the Committee's recommended Fund 40 project list and budget.

ATTACHMENTS:

1. Public Works/CIP Committee Recommendations Re: Fiscal Year 2012-2013 CIP Budget and Project List.

**FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET
(2012-2013 PROPOSED FINAL BUDGET)**

FUND 40

PROJECT TITLE	Adjusted Budget FY 2011-2012	ETC FY 2011-2012	Proposed Final Budget FY 2012-2013	Information Only FY 2013-2014	Information Only FY 2014-2015	Information Only FY 2015-2016
REVENUES						
Beginning Fund Balance	\$147,838	\$147,838	\$189,863	\$94,702	(\$205,084)	(\$205,084)
Transfer from Fund 10	\$30,000	\$0	\$0	\$0	\$0	\$0
Transfer from Fund 20 (thru Fund 10)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0
Prop 1A Payback and Interest from State	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$277,838	\$247,838	\$289,863	\$94,702	(\$205,084)	(\$205,084)
EXPENSES						
ROSSMOOR PARK						
Tennis Repaired & Resurfaced	\$40,400	\$41,075	\$0			
Replace Chain Link Fencing Around Backstops			TBD			
Tot Lot Equipment - Swing Set and Hooded Slide (1) to be consistent with safety regulations.	\$5,000	\$964	\$0			
Resurface Basketball Courts.		\$4,654	\$0			
MONTECITO						
Redesign Interior	\$65,000	\$28	\$20,000	\$95,000		
Redesign Courtyard			\$0	\$49,800		
Install Electronic Message Board (Eliminate)			\$0	\$0		
New Gate			\$0	TBD		
RUSH PARK						
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals)	\$19,200	\$592	\$0	\$14,000		
Rehabilitate and Upgrade Indoor Men's Restrooms (including waterless urinals)	\$3,120		\$3,120			
Upgrade Auditorium Lamp Fixtures and Install Emergency Lighting	\$19,950		\$19,950			
Replace Peripheral HVAC System in Auditorium			\$32,400			
Replace Temporary Picnic Canopy with Permanent Shade Structure			\$0	\$39,000		
Baseball Field - Replace with dustless dirt	\$35,000		\$35,000			
Tot Lot Equipment - Swing Set and Hooded Slides (2) to be consistent with safety regulations.	\$10,000	\$6,352	\$0			
Pour-in-Place Rubber Surfacing (Partial 2,132 sq.ft.) for Tot Lot to be consistent with safety regulations.	\$28,736		\$0	\$28,736		
Canopy Entrance for Auditorium			\$0	\$37,800		
Revise Landscape			\$0	\$20,700		
Install Solar Panels			\$0	TBD		
Parking Lot Repair		\$4,000	\$50,000			
Outlet and Circuit Breaker for Movies and Concerts in the Park. (TBD in which FY.) = \$10,500						
GENERAL						
Rossmoor Shopping Village Signage (requested by Board Jan. 2012)	TBD	\$310	\$24,050			
Scissor Lift and Utility Trailer (Recommend Removal)			\$0	\$14,750		
Irrigation Box for Rossmoor Triangle			\$5,400			
Replace Round Trash Cans for Rush, Rossmoor and Mini Parks.	\$226,406	\$57,975	\$195,161	\$299,786	\$0	\$0
TOTAL EXPENSES	\$51,432	\$189,863	\$94,702	(\$205,084)	(\$205,084)	(\$205,084)
ENDING FUND BALANCE						

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: July 10, 2012
To: Honorable Board of Directors
From: RCSD, General Manager
Subject: MINUTES: REGULAR MEETING OF JUNE 12, 2012

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of June 12, 2012 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Regular June 12, 2012 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Regular Meeting of June 12, 2012 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, June 12, 2012

A. ORGANIZATION

1. CALL TO ORDER: 7:05 P.M.

**2. ROLL CALL: Directors Casey, Kahlert, Rips, Maynard,
President Coletta**

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

a. OCTA Update: WCC Project Traffic Impacts-Sarah Swensson, Outreach Manager

Outreach Manager Sarah Swensson updated the board on recent West County Connector projects involving I-405 and the I-605 freeway construction and closures. She stated that the takedown of the 405/605 at Valleyview project was coming to a close and construction on the northbound 405 would begin after the 4th of July. She reported that the freeway closure projects would not be occurring simultaneously after all. She underscored the fact that the OCTA had done robust community outreach with regular email and website updates, public hearings, Stakeholders working group meetings, community events, open houses and public service announcements. They had also worked with local law enforcement to strategize mitigation techniques for the cut-through traffic issues being forecasted. She added that there was now a Google map on the OCTA website which provided real time traffic impacts. Discussion ensued relative to lane closure impact on emergency vehicles, possible notifications to Long Beach Memorial Hospital and bike lanes. Ms. Swensson stated that she appreciated the Board's suggestions and would research their implementation.

B. ADDITIONS TO AGENDA –None

C. PUBLIC FORUM:

Sophia Bean requested status on whether the Board intended to allow children to climb trees in Rossmoor parks. President Coletta replied that he was glad Sophia came back to speak to the Board, however, they would not be putting the matter on the agenda and could not accommodate her request due to public safety concerns.

D. REPORTS TO THE BOARD

1. REPORT OF THE BUDGET COMMITTEE RE: PRELIMINARY FY 2012-2013 ANNUAL BUDGET

Discussion ensued relative to televised Board meetings on LATV-3, financing of the Rush Park Parking lot and approving a notice of a public hearing to adopt a final budget and whether or not to continue the District's donation of \$6,200 to the City of Los Alamitos for the annual 4th of July fireworks. President Coletta heard from the Budget Committee. It was the consensus of the Board that the District had spent a great deal of time and effort in branding the community of Rossmoor, and they wanted to maintain the District's donor identity and community tradition.

Motion by Director Kahlert, seconded by Director Casey to donate \$6,200 to the City of Los Alamitos for the Joint Forces Training Base 4th of July Fireworks celebration, and receive and file the report of the budget committee. Motion passed 5-0.

2. REPORT OF THE CONSULTING GENERAL MANAGER RE: GOVERNANCE (THIS ITEM WAS PULLED FROM THE AGENDA FOR DISCUSSION AT A LATER DATE)

Item D-2 was pulled from the agenda on the advice of District Counsel for discussion at a later date.

E. CONSENT CALENDAR

1a. MINUTES-REGULAR BOARD MEETING OF MAY 8, 2012

2. APRIL 2012 REVENUE AND EXPENDITURE REPORT

The Consent Calendar was unanimously approved as submitted. Motion passed, 5-0. The General Manager stated that the Special Meeting minutes of June 9, 2012 would be submitted at the July meeting of the board.

F. PUBLIC HEARING-None

G. RESOLUTIONS-None

H. REGULAR CALENDAR

1. PROPOSED FY 2012-2013 PRELIMINARY BUDGET

Receive the report of the Consulting General Manager, set date of public hearing and provide direction regarding the formulation of FY 2012-2013 Final Budget. It was recommended that the Board review the recommendations of the Budget Committee, receive both budget documents and direct the General Manager to bring these documents back at the July meeting, with any revisions, for further review and input from the

community and to publish a Notice of Public Hearing for adoption of a Final Budget at the July Board meeting.

Discussion ensued. President Coletta was averse to the debt financing options in order to pay for the parking lot construction. He felt that he needed more information regarding the condition of the concrete and asphalt and whether that condition warranted immediate repair, or could be delayed. In order to make an informed decision, validate assumptions and cost factors, decide which fiscal year to schedule the parking lot project and how to pay for it, he suggested a Special Board meeting with the entire Board and Mr. Russ Lightcap present.

Resident Dave Burgess had comments and questions relative to the parking lot project. President Coletta stated that government projects were more complicated and had to include prevailing wage. He invited Mr. Burgess to attend the upcoming Special Meeting and CIP committee meetings, all of which were open to the public.

Motion by Director Maynard, seconded by Director Rips to receive the General Manager's report and schedule a Special Meeting, for Thursday, June 21, 2012, in order to carefully vet the parking lot construction project. Motion passed 5-0.

Motion by President Coletta, seconded by Director Casey to set the date of the public hearing for the July 10, 2012 Board Meeting. Motion passed 5-0.

2. 2ND AMENDMENT TO AMENDED AND RESTATED AGREEMENT W/KELRAN, LLC FOR TREE CONSULTING SERVICES

Approve the Second Amendment to Amended and Restated Agreement with Kelran, LLC for provision of tree consulting services.

Discussion ensued. It was the consensus of the board that the 2% C.O.L.A. increase was a nominal fee to pay for the excellent service the District currently received from Mr. Randy Reynolds. Motion by President Coletta, seconded by Director Rips to approve the second amendment to the amended and restated agreement with KelRan, LLC for provision of tree consulting services. Motion passed 5-0.

3. NEW THREE-YEAR AGREEMENT WITH WEST COAST ARBORIST, INC. FOR PARK AND PARKWAY ARBORIST AND TREE MAINTENANCE SERVICES

Recommendation to authorize General Manager to execute a new three-year Agreement with West Coast Arborist, Inc (WCA). The District's current Agreement with West Coast Arborist, Inc. will expire on July 1, 2012. The current Agreement is in its third one-year amendment period. Attached is a proposed new three-year Agreement.

Discussion ensued relative to the CPI increase for the first year and second and third year cost projections. Motion by Director Casey, seconded by Director Rips to authorize the General Manager to execute a new three year agreement with West Coast Arborist, Inc (WCA). Motion passed 5-0.

I. GENERAL MANAGER ITEMS

The General Manager had comments relative to item D-2 which had been pulled from the agenda. He briefed the Board on the two recent Attorney General Opinions, which proved to be favorable toward the District. President Coletta requested that he provide a recap of the Probolsky poll results relative to RCSD Board composition and performance, and Special Counsel services. The General Manager stated that the Board had an 80% approval rating from the community; the public voted 69% in favor of Latent Powers; and in most cases Special Counsel was only hired as a substitution to General Counsel BB&K on Latent Powers and Annexation issues, due to the fact that they also represented LAFCO, which created a conflict of interest. He added that, despite repeated public records requests, the District had still never received financial data and methodology from the County.

J. BOARD MEMBER ITEMS

President Coletta had comments relative to recent derogatory comments made in the press by Supervisor Moorlach. He also requested that the Special meeting be calendared for Thursday, June 21st and requested the cost of the Rossmoor community wall signage project at that time.

Director Maynard expressed his confusion at Supervisor Moorlach's recent comments and stated that the more people in Rossmoor who cared about Rossmoor, the better. He added that Supervisor Moorlach was seriously out of step with the desires of his constituents and that his pride and ego were causing him to make silly statements. Director Maynard encouraged the community to continue to participate and care about Rossmoor's governance.

Director Casey stated that he would be attending the ISDOC meeting, where they would be rebutting the Orange County Grand Jury's recent report on Special Districts. He thanked the General Manager for providing his successor with a smooth transition and stated that he was pleased that he would be remaining on as a consultant.

K. CLOSED SESSION-None

L. ADJOURNMENT

Motion by President Coletta, seconded by Director Rips to adjourn the regular meeting at 8:40 p.m. Motion passed 5-0.

SUBMITTED BY:

Henry Taboada
Consulting General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1b.

Date: July 10, 2012
To: Honorable Board of Directors
From: RCSD, General Manager
Subject: MINUTES: SPECIAL MEETING OF JUNE 7, 2012

RECOMMENDATION:

Approve the Minutes of the Special Meeting of June 7, 2012 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Special June 7, 2012 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Special Meeting of June 7, 2012 Prepared by the Board's Secretary/General Manager.



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

SPECIAL MEETING

Rossmoor Park Community Center
3232 Hedwig Road
Rossmoor, California

**Thursday, June 7, 2012
6:30 P.M.**

A. ORGANIZATION

1. CALL TO ORDER: 6:35 P.M.

2. ROLL CALL: Directors Casey, Kahlert, Maynard, Rips,
President Coletta

3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM-None

C. REGULAR AGENDA

1. DISCUSSION WITH CONSULTING GENERAL MANAGER AND POSSIBLE ACTION RE: ENGAGEMENT OF SPECIAL COUNSEL, JENKINS & HOGIN, LLP.

Consulting General Manager introduced Mr. Michael Jenkins and Mr. Gregg Kovacevich who addressed the Board on their qualifications, experience and background, for proposing to serve as Special Counsel for the District. Discussion ensued. After discussion a motion was made by Director Kahlert and seconded by Director Casey to engage the services of Jenkins & Hogin, LLP as Special Counsel for issues pertaining to the OC Grand Jury Report and the District's Tree Policy. The motion carried 5-0.

2. DISCUSSION WITH CONSULTING GENERAL MANAGER RE: RESIDENT DIRECT MAIL OPTIONS-LATV3.

Consulting General Manager reported on options for determining resident views regarding the broadcasting of District Board Meetings on LATV3. The Consulting General Manager stated that the District had only received a handful of resident's preferences following an editorial opinion in a local

newspaper. Discussion ensued and motion to table the matter was made by Director Rips.

AT 7:20 P. M. THE BOARD ADJOURNED TO CLOSED SESSION TO DISCUSS AGENDA ITEM D-1.

D. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9 (c) Two potential cases.

The Closed Session concluded at 8:25 p.m. and Board President Coletta reported out the following actions in open session.

1. Conference with General Counsel-No reportable action
2. Conference with Special Counsel-No reportable action.

E. GENERAL MANAGER ITEMS

The Consulting General Manager reported an update of various non-action items.

F. BOARD MEMBER ITEMS—None

G. ADJOURNMENT

The meeting was adjourned at 8:45 p.m.

SUBMITTED BY:

**Henry Taboada
Consulting General Manager**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1c.

Date: July 10, 2012
To: Honorable Board of Directors
From: RCSD, General Manager
Subject: MINUTES: SPECIAL MEETING OF JUNE 21, 2012

RECOMMENDATION:

Approve the Minutes of the Special Meeting of June 21, 2012 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Special June 21, 2012 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Special Meeting of June 21, 2012 Prepared by the Board's Secretary/General Manager.



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

SPECIAL MEETING

Rush Park Administration Building
3001 Blume Drive
Rossmoor, California

**Thursday, June 21, 2012
6:00 P.M.**

A. ORGANIZATION

1. CALL TO ORDER: 6:04 P.M.

2. ROLL CALL: Directors Casey, Kahlert, Maynard, Rips,
President Coletta

3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM-None

C. REGULAR AGENDA

**1. DISCUSSION WITH CONSULTING GENERAL MANAGER AND POSSIBLE
ACTION RE: RUSH PARK PARKING LOT REHABILITATION PROJECT**

Consulting General Manager introduced Mr. Russ Lightcap and Ms. Cheryl Williamsen as present to assist the Board in their deliberation of the proposed project. He then presented the staff report. Mr. Lightcap and Ms. Williamsen also provided background information to the Board. Discussion ensued. Members of the public made comments and asked questions. After consideration of the issues, a motion was made by Director Coletta and seconded by Director Maynard to budget \$50,000 in FY 2012-2013 Fund 40 Budget for maintenance of the parking lot. The motion carried 5-0.

**AT 7:15 P.M. THE BOARD ADJOURNED TO CLOSED SESSION TO DISCUSS
AGENDA ITEM D-1.**

D. CLOSED SESSION

**1. CONFERENCE WITH CONSULTING GENERAL MANAGER RE:
DISMISSAL OF PUBLIC EMPLOYEE-GENERAL COUNSEL**

Pursuant to Government Code Section 54957

THE CLOSED SESSION CONCLUDED AT 7:30 P.M. AND BOARD PRESIDENT COLETTA REPORTED OUT THE FOLLOWING ACTION IN PUBLIC SESSION

1. By unanimous vote (5-0) of the Board, BB&K was dismissed as General Counsel for the District.

E. GENERAL MANAGER ITEMS

The Consulting General Manager provided the Board with a cost estimate of the Rossmoor Shopping Village Signage Project as requested by the Board.

F. BOARD MEMBER ITEMS-None

F. ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

SUBMITTED BY:

**Henry Taboada
Consulting General Manager**

DRAFT

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: REVENUE & EXPENDITURE REPORT - MAY, 2012

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for May, 2012.

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 May, 2012.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 May 2012 @ 91.67%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	742,700.00	717,400.00	666,404.09	11,607.86	50,995.91	92.9
ASSESSMENTS	260,000.00	260,000.00	234,500.81	4,788.10	25,499.19	90.2
USE OF MONEY AND PROPERTY	20,000.00	10,000.00	7,707.03	0.00	2,292.97	77.1
OTHER GOVERNMENT AGENCIES	56,400.00	57,200.00	4,796.71	1,975.12	52,403.29	8.4
FEES AND SERVICES	117,000.00	133,000.00	118,972.10	11,196.00	14,027.90	89.5
OTHER REVENUE	2,000.00	10,264.00	9,300.85	12.00	963.15	90.6
OTHER FINANCING SOURCES	-10,000.00	-10,000.00	0.00	0.00	-10,000.00	0.0
Total Revenues	1,188,100.00	1,177,864.00	1,041,681.59	29,579.08	136,182.41	88.4
Expenditures						
ADMINISTRATION 1	307,240.00	321,168.00	293,327.81	31,897.83	27,840.19	91.3
RECREATION 2, 3	104,600.00	105,200.00	100,654.75	8,623.47	4,545.25	95.7
ROSSMOOR PARK 2, 4, 5	169,146.00	171,526.00	134,331.44	16,135.35	37,194.56	78.3
MONTECITO CENTER 5	66,167.00	67,967.00	59,437.75	5,400.29	8,529.25	87.5
RUSH PARK 2, 4, 5	190,356.00	193,836.00	165,258.28	18,076.09	28,577.72	85.3
STREET LIGHTING	98,480.00	98,480.00	96,966.21	8,886.43	1,513.79	98.5
ROSSMOOR WALL	1,900.00	2,147.00	2,055.91	0.00	91.09	95.8
STREET SWEEPING	51,600.00	51,600.00	44,161.93	4,436.69	7,438.07	85.6
PARKWAY TREES 6	130,900.00	130,900.00	107,427.82	13,904.35	23,472.18	82.1
MINI-PARKS, MEDIANS & TRIANGLE 5,7	14,405.00	14,405.00	12,096.56	673.32	2,308.44	84.0
Expenditures	1,134,794.00	1,157,229.00	1,015,718.46	108,033.82	141,510.54	87.8

Audited Fund Balance (Reserves)
 at June 30, 2011

726,348.00

REVENUE REPORT
May 2012 @ 91.67%

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Rossmore Community

For the Period: 7/1/2011 to 5/31/2012	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	Linear Bal	% Bud
Fund: TC - GENERAL FUND							
Revenues							
Function:							
Dept. 00							
PROPERTY TAXES	742,700.00	717,400.00	666,404.09	11,607.86	0.00	50,995.91	92.9
ASSESSMENTS	250,000.00	260,000.00	234,500.81	4,788.10	0.00	25,489.19	90.2
USE OF MONEY AND PROPERTY	20,000.00	10,000.00	7,707.03	0.00	0.00	2,292.97	77.1
OTHER GOVERNMENT AGENCIES	56,400.00	57,200.00	4,796.71	1,975.12	0.00	52,403.29	8.4
FEES AND SERVICES	117,000.00	133,000.00	116,972.10	11,196.00	0.00	14,027.90	89.5
OTHER REVENUE	2,000.00	10,264.00	9,300.85	12.00	0.00	963.15	90.6
OTHER FINANCING SOURCES	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	0.0
Dept. 00	1,188,100.00	1,177,864.00	1,041,681.59	29,579.06	0.00	136,182.41	88.4
Function:	1,188,100.00	1,177,864.00	1,041,681.59	29,579.06	0.00	136,182.41	88.4
Revenues	1,188,100.00	1,177,864.00	1,041,681.59	29,579.06	0.00	136,182.41	88.4
Grand Total Net Effect	1,188,100.00	1,177,864.00	1,041,681.59	29,579.06	0.00	136,182.41	

EXPENDITURE REPORT
May 2012 @ 91.67%

Rossmoor Community

For the Period: 7/1/2011 to 5/31/2012

Fund: 10 - GENERAL FUND

Expenditures:

Function:

Dept. *0 ADMINISTRATION

	Original Bud	Amended Bud	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
SALARIES AND BENEFITS 1, 2	135,940.00	139,940.00	129,602.29	12,131.01	0.00	10,237.71	92.6
OPERATIONS AND MAINTENANCE	42,300.00	43,504.00	39,631.28	1,078.45	0.00	3,872.72	91.1
CONTRACT SERVICES	125,000.00	132,724.00	119,278.96	18,683.37	0.00	13,445.04	89.9
CAPITAL EXPENDITURES	4,000.00	5,000.00	4,915.28	0.00	0.00	184.72	96.3
ADMINISTRATION	337,240.00	321,168.00	293,327.81	31,897.83	0.00	27,340.19	91.3

Dept. 20 RECREATION

SALARIES AND BENEFITS 2	90,500.00	80,700.00	78,516.94	7,300.61	0.00	2,183.06	97.3
OPERATIONS AND MAINTENANCE 3	16,500.00	17,000.00	18,842.55	977.96	0.00	-1,642.55	110.8
CONTRACT SERVICES	5,500.00	5,500.00	3,957.83	344.90	0.00	1,542.17	72.0
CAPITAL EXPENDITURES	2,000.00	2,000.00	-662.57	0.00	0.00	2,662.57	-33.1
RECREATION	104,500.00	105,200.00	100,654.75	8,623.47	0.00	4,545.26	95.7

Dept. 30 ROSSMOOR PARK

SALARIES AND BENEFITS 2, 5	43,670.00	49,630.00	47,640.85	4,212.44	0.00	1,989.15	96.1
OPERATIONS AND MAINTENANCE 4	27,576.00	29,026.00	46,677.44	8,365.00	0.00	32,318.56	59.1
CONTRACT SERVICES	41,500.00	41,900.00	39,662.08	3,537.91	0.00	2,237.92	94.7
CAPITAL EXPENDITURES	1,000.00	1,000.00	351.07	0.00	0.00	648.93	35.1
ROSSMOOR PARK	165,146.00	171,526.00	134,331.44	16,135.35	0.00	37,194.56	78.3

Dept. 40 MONTECITO CENTER

SALARIES AND BENEFITS 5	40,250.00	41,150.00	37,900.90	3,274.83	0.00	3,249.10	92.1
OPERATIONS AND MAINTENANCE	15,217.00	16,117.00	13,297.39	1,479.55	0.00	2,819.61	82.5
CONTRACT SERVICES	10,200.00	10,200.00	8,302.13	645.91	0.00	1,897.87	81.4
CAPITAL EXPENDITURES	500.00	500.00	-62.67	0.00	0.00	562.67	-12.5
MONTECITO CENTER	66,167.00	67,967.00	59,437.75	5,400.29	0.00	6,529.25	87.5

Dept. 50 RUSH PARK

SALARIES AND BENEFITS 2, 5	50,870.00	52,600.00	51,556.84	4,578.48	0.00	1,043.16	98.0
OPERATIONS AND MAINTENANCE 4	97,096.00	98,336.00	73,397.83	9,959.70	0.00	24,938.17	74.6
CONTRACT SERVICES	41,900.00	41,900.00	39,469.13	3,537.91	0.00	2,430.87	94.2
CAPITAL EXPENDITURES	500.00	1,000.00	834.48	0.00	0.00	165.52	83.4

EXPENDITURE REPORT
May 2012 @ 81.67%

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Rossmoor Community

For the Period: 7/1/2011 to 5/31/2012

Fund: 10 - GENERAL FUND

Expenditures

Function:

	Original Bud	Amended Bud	YTD Actual	CURR MTH	Encumb YTD	UnencBal	% Bud
RUSH PARK	190,356.00	193,836.00	165,258.28	18,076.03	0.00	28,577.72	85.3
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	480.00	480.00	534.05	101.07	0.00	-54.05	111.3
CONTRACT SERVICES	98,000.00	98,000.00	96,432.16	8,785.36	0.00	1,567.84	98.4
STREET LIGHTING	99,480.00	99,480.00	96,966.21	8,886.43	0.00	1,513.79	98.5
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
ROSSMOOR WALL	1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	600.00	600.00	534.05	101.07	0.00	65.95	89.0
CONTRACT SERVICES	51,000.00	51,000.00	43,627.88	4,355.62	0.00	7,372.12	85.5
STREET SWEEPING	51,600.00	51,600.00	44,161.93	4,456.69	0.00	7,438.07	85.6
Dept: 80 PARKWAY TREES							
OPERATIONS AND MAINTENANCE	2,200.00	2,200.00	1,672.25	207.31	0.00	527.75	76.0
CONTRACT SERVICES	113,700.00	113,700.00	83,168.67	2,716.44	0.00	30,531.33	73.1
CAPITAL EXPENDITURES 6	15,300.00	15,900.00	22,586.90	10,980.60	0.00	-7,586.90	150.6
PARKWAY TREES	130,000.00	130,900.00	107,427.82	13,904.35	0.00	23,472.18	82.1
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS 5	1,255.00	1,255.00	1,065.20	89.09	0.00	188.80	85.0
OPERATIONS AND MAINTENANCE 7	6,130.00	8,100.00	7,460.83	271.05	0.00	639.17	92.1
CONTRACT SERVICES	4,630.00	4,800.00	3,569.53	303.15	0.00	1,230.47	74.4
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
MINI-PARKS AND MEDIANS	14,405.00	14,405.00	12,096.56	673.32	0.00	2,308.44	84.0
Function:	1,154,794.00	1,157,229.00	1,015,718.46	108,033.82	0.00	141,510.54	87.8
Expenditures	1,134,794.00	1,157,229.00	1,015,718.46	108,033.82	0.00	141,510.54	87.8
Grand Total Net Effect	-1,134,794.00	-1,157,229.00	-1,015,718.46	-108,033.82	0.00	-141,510.54	

REVENUE/EXPENDITURE REPORT
May 2012 @ 91.67%

Rossmore Community

For the Period: 7/1/2011 to 5/31/2012

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal.	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Function:							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
3000 Current secured property taxes	676,000.00	650,000.00	618,367.74	4,632.12	0.00	31,632.26	95.1
3001 Current unsecured prop tax	26,500.00	28,000.00	22,567.16	0.00	0.00	5,632.84	79.9
3002 Prior secured property taxes	18,600.00	18,600.00	11,640.39	1,382.99	0.00	7,158.61	61.9
3003 Prior unsecured prop taxes	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
3004 Delinquent property taxes	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
3010 Current supplemental assessmt	7,500.00	7,000.00	2,868.45	0.00	0.00	4,131.55	41.0
3020 Public utility tax	11,400.00	11,400.00	11,160.35	5,592.75	0.00	239.65	97.9
PROPERTY TAXES	742,700.00	717,400.00	666,454.09	11,607.86	0.00	50,935.91	92.9
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	260,000.00	260,000.00	234,500.81	4,788.10	0.00	25,499.19	90.2
ASSESSMENTS	260,000.00	260,000.00	234,500.81	4,788.10	0.00	25,499.19	90.2
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	20,000.00	10,000.00	7,707.03	0.00	0.00	2,292.97	77.1
USE OF MONEY AND PROPERTY	20,000.00	10,000.00	7,707.03	0.00	0.00	2,292.97	77.1
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner prop tax relief	4,000.00	4,000.00	4,796.71	1,975.12	0.00	3.29	99.9
3302 State Mandated Cost Reimb	500.00	500.00	0.00	0.00	0.00	500.00	0.0
3305 County street sweep reimburse	51,900.00	51,900.00	0.00	0.00	0.00	51,900.00	0.0
OTHER GOVERNMENT AGENCIES	56,400.00	57,200.00	4,796.71	1,975.12	0.00	52,403.29	8.4
Acct Class: 34 FEES AND SERVICES							
3402 Park wily tree permits	500.00	1,500.00	3,217.00	348.00	0.00	-1,717.00	214.5
3404 Court reservations	13,500.00	11,500.00	10,447.00	1,368.50	0.00	1,053.00	90.8
3406 Ball field reservations	22,000.00	22,000.00	25,828.50	2,141.00	0.00	-3,828.50	117.4
3410 Rossmore building rental	5,000.00	10,000.00	10,016.60	1,120.00	0.00	-16.60	100.2
3412 Monticello building rental	23,000.00	23,000.00	21,271.00	2,121.50	0.00	1,729.00	92.5
3414 Rush Fork Building Rental	50,000.00	65,000.00	48,192.00	4,097.00	0.00	16,808.00	74.1
FEES AND SERVICES	117,000.00	133,000.00	118,972.10	11,196.00	0.00	14,027.90	69.5
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	2,000.00	3,000.00	2,037.58	12.00	0.00	962.42	67.9
3501 Funding Misc. Studies	0.00	7,264.00	7,263.27	0.00	0.00	0.73	100.0
OTHER REVENUE	2,000.00	10,264.00	9,300.85	12.00	0.00	963.15	90.6
Acct Class: 36 OTHER FINANCING SOURCES							
3600 TRANSFER IN/OUT OTHER FUNDS	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	0.0
OTHER FINANCING SOURCES	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	0.0
Dept: 00	1,188,100.00	1,177,864.00	1,041,681.59	29,579.08	0.00	133,182.41	88.4
Function	1,188,100.00	1,177,864.00	1,041,681.59	29,579.08	0.00	133,182.41	88.4
Revenues:	1,188,100.00	1,177,864.00	1,041,681.59	29,579.08	0.00	133,182.41	88.4
Expenditures							
Function:							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensate	9,000.00	10,000.00	10,550.00	850.00	0.00	(50.00)	108.5
4001 Salaries - Full-time	90,640.00	90,640.00	84,148.90	8,023.60	0.00	6,491.10	92.8
4003 Salaries - Overtime	1,550.00	1,550.00	1,039.17	23.39	0.00	510.83	67.0
4007 Vehicle Allowance	750.00	750.00	164.36	0.00	0.00	585.64	21.9
4010 Workers Compensation Insurance	3,000.00	3,000.00	2,723.12	383.53	0.00	276.88	90.8
4011 Medical Insurance	22,500.00	25,500.00	23,671.21	2,240.66	0.00	1,828.79	92.8

REVENUE/EXPENDITURE REPORT
May 2012 @ 91.67%

Rossmore Community

For the Period: 7/1/2011 to 5/31/2012

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Function:							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4015 Federal Payroll Tax -FICA	7,000.00	7,000.00	6,397.99	604.83	0.00	602.04	91.4
4018 State Payroll Taxes	1,500.00	1,500.00	607.54	0.00	0.00	892.46	40.5
SALARIES AND BENEFITS	135,940.00	139,940.00	129,602.29	12,131.01	0.00	10,337.71	92.6
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	9,000.00	9,704.00	9,703.61	0.00	0.00	0.39	100.0
5004 Memberships and Dues	5,500.00	5,500.00	5,371.96	0.00	0.00	128.04	97.7
5006 Travel & Meetings	3,000.00	3,000.00	2,665.37	10.15	0.00	334.63	88.8
5010 Publications & Legal Notices	4,000.00	4,500.00	4,326.21	0.00	0.00	173.79	96.1
5012 Printing	500.00	500.00	394.71	0.00	0.00	105.29	78.9
5014 Postage	3,500.00	3,500.00	3,199.61	0.00	0.00	300.39	91.4
5016 Office Supplies	8,200.00	8,300.00	6,356.04	685.59	0.00	1,943.96	76.6
5020 Telephone	1,500.00	1,500.00	1,602.09	303.20	0.00	-102.09	106.8
5045 Miscellaneous Expenditures	5,500.00	5,500.00	4,850.15	0.00	0.00	649.85	88.2
5046 Bank Service Charge	1,000.00	1,000.00	807.44	71.51	0.00	192.56	80.7
5051 Equipment Rental	500.00	500.00	354.69	0.00	0.00	145.31	70.8
OPERATIONS AND MAINTENANCE	42,300.00	43,504.00	39,631.28	1,078.45	0.00	3,872.72	91.1
Acct Class: 55 CONTRACT SERVICES							
5510 Legal Counsel	40,000.00	40,000.00	36,581.71	3,979.01	0.00	3,418.29	91.5
5515 Financial Audit-Consulting	8,000.00	8,460.00	8,460.00	0.00	0.00	0.00	100.0
5520 Miscellaneous Studies	0.00	7,264.00	16,847.05	9,583.78	0.00	-8,633.05	231.9
5570 Other Professional Services	77,000.00	77,000.00	57,390.20	5,125.58	0.00	19,609.80	74.5
CONTRACT SERVICES	125,000.00	132,724.00	119,278.96	18,698.37	0.00	12,445.04	89.9
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	4,000.00	5,000.00	4,815.28	0.00	0.00	184.72	96.3
CAPITAL EXPENDITURES	4,000.00	5,000.00	4,815.28	0.00	0.00	184.72	96.3
ADMINISTRATION	307,240.00	321,168.00	293,327.81	31,897.83	0.00	27,840.19	91.3
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	47,250.00	44,000.00	38,671.56	3,855.71	0.00	5,328.44	87.9
4002 Salaries - Part-time	17,000.00	20,000.00	24,963.31	1,909.28	0.00	-4,963.31	124.8
4003 Salaries - Overtime	1,900.00	1,900.00	1,325.77	26.44	0.00	573.23	69.8
4005 Salaries - Event Attendant	300.00	300.00	188.25	6.00	0.00	111.75	62.8
4007 Vehicle Allowance	750.00	750.00	195.50	0.00	0.00	554.50	26.1
4010 Workers Compensation Insurance	1,300.00	1,200.00	1,230.82	287.05	0.00	19.18	94.7
4011 Medical Insurance	9,800.00	6,550.00	6,218.93	769.73	0.00	3,581.07	94.9
4015 Federal Payroll Tax -FICA	4,500.00	4,500.00	4,953.99	443.37	0.00	-453.99	110.1
4018 State Payroll Taxes	1,400.00	1,400.00	767.81	3.03	0.00	632.19	54.8
SALARIES AND BENEFITS	80,200.00	80,700.00	78,516.94	7,300.61	0.00	2,183.06	97.3
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	800.00	800.00	721.62	42.80	0.00	78.38	90.2
5010 Publications & Legal Notices	150.00	150.00	124.28	0.00	0.00	25.72	82.9
5012 Printing	500.00	500.00	286.39	0.00	0.00	213.61	57.3
5014 Postage	200.00	300.00	212.87	0.00	0.00	87.13	71.0
5016 Office Supplies	1,250.00	1,250.00	835.06	56.96	0.00	414.94	66.8
5017 Community Events	5,000.00	5,000.00	8,620.41	575.00	0.00	-3,620.41	172.4
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	1,602.09	303.20	0.00	197.91	89.0
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	500.00	500.00	239.83	0.00	0.00	260.17	48.0
OPERATIONS AND MAINTENANCE	16,900.00	17,000.00	18,842.55	977.96	0.00	-1,942.55	110.8
Acct Class: 55 CONTRACT SERVICES							

REVENUE/EXPENDITURE REPORT
 May 2012 @ 91.67%

Rossmoor Community

For the Period: 7/1/2011 to 5/31/2012

	Original Bud	Amended Bud	YTD Actual	CURR MTH	Encumb YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Function:							
Dept: 20 RECREATION							
Acct Class: 50 CONTRACT SERVICES							
5670 Other Professional Services	5,500.00	5,500.00	3,957.83	344.90	0.00	1,542.17	72.0
CONTRACT SERVICES	5,500.00	5,500.00	3,957.83	344.90	0.00	1,542.17	72.0
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	2,000.00	2,000.00	-662.57	0.00	0.00	2,662.57	-33.1
CAPITAL EXPENDITURES	2,000.00	2,000.00	-662.57	0.00	0.00	2,662.57	-33.1
RECREATION	104,600.00	105,200.00	100,654.75	8,623.47	0.00	4,545.25	95.7
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full time	23,600.00	28,600.00	26,517.10	2,538.83	0.00	2,082.90	92.7
4002 Salaries - Part-time (2)	3,070.00	6,200.00	6,714.12	513.16	0.00	-514.12	109.3
4003 Salaries - Overtime (5)	1,100.00	1,100.00	1,153.91	160.38	0.00	-53.91	104.9
4005 Salaries - Event Attendant	500.00	500.00	424.05	13.20	0.00	75.95	84.8
4010 Workers Compensation Insurance	2,600.00	2,600.00	2,449.93	115.34	0.00	150.07	94.2
4011 Medical Insurance	7,000.00	7,400.00	7,335.20	603.80	0.00	64.80	99.1
4015 Federal Payroll Tax -FICA	2,650.00	2,650.00	2,654.72	246.10	0.00	-4.72	100.2
4018 State Payroll Taxes	550.00	550.00	391.82	21.63	0.00	158.18	71.2
SALARIES AND BENEFITS	48,670.00	49,600.00	47,640.85	4,212.44	0.00	1,959.15	96.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	300.00	268.87	0.00	0.00	33.13	89.6
5012 Printing	300.00	300.00	75.98	0.00	0.00	224.02	25.3
5014 Postage	100.00	100.00	90.70	0.00	0.00	9.30	90.7
5016 Office Supplies	700.00	700.00	412.25	28.48	0.00	287.75	58.9
5018 Janitorial Supplies	1,600.00	2,500.00	2,083.24	0.00	0.00	416.76	83.3
5020 Telephone	1,600.00	1,600.00	1,602.09	303.20	0.00	-2.09	100.1
5022 Utilities	44,000.00	44,000.00	29,009.52	4,929.47	0.00	14,990.48	65.9
5025 Sewer Tax (4)	676.00	676.00	739.36	0.00	0.00	-63.36	109.4
5030 Vehicle Maintenance	750.00	1,500.00	1,228.91	0.00	0.00	271.09	81.9
5032 Building & Grounds-Maintenance	25,000.00	25,000.00	9,928.88	3,039.62	0.00	15,071.12	39.7
5034 Alarm Systems	650.00	650.00	626.44	84.23	0.00	23.56	96.4
5045 Miscellaneous Expenditures	500.00	500.00	350.00	0.00	0.00	150.00	70.0
5051 Equipment Rental	700.00	700.00	265.20	0.00	0.00	434.80	37.9
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	77,576.00	79,926.00	46,677.44	8,385.00	0.00	32,348.56	59.1
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	35,500.00	35,500.00	34,604.50	3,187.00	0.00	895.50	97.5
5656 Tree Trimming	1,000.00	1,000.00	847.25	14.41	0.00	152.75	84.7
5670 Other Professional Services	5,400.00	5,400.00	4,210.33	336.50	0.00	1,189.67	78.0
CONTRACT SERVICES	41,900.00	41,900.00	39,662.08	3,537.91	0.00	2,237.92	94.7
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	1,000.00	1,000.00	351.07	0.00	0.00	648.93	35.1
CAPITAL EXPENDITURES	1,000.00	1,000.00	351.07	0.00	0.00	648.93	35.1
ROSSMOOR PARK	169,146.00	171,526.00	134,351.44	15,135.35	0.00	37,194.56	78.3
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	23,400.00	23,400.00	22,155.45	2,120.84	0.00	1,244.55	94.7
4002 Salaries - Part-time	3,300.00	3,300.00	2,955.12	215.28	0.00	344.88	89.5
4003 Salaries - Overtime (5)	750.00	750.00	864.68	116.08	0.00	-114.68	115.3
4005 Salaries - Event Attendant	2,500.00	2,500.00	1,623.60	50.40	0.00	876.40	64.9
4010 Workers Compensation Insurance	1,900.00	1,900.00	1,877.00	0.00	0.00	22.40	98.8
4011 Medical Insurance	5,700.00	6,600.00	6,018.94	569.74	0.00	581.06	91.2

REVENUE/EXPENDITURE REPORT
May 2012 @ 91.67%

Rosemoor Community

For the Period: 7/1/2011 to 5/31/2012	Original Bud	Amended Bud	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Function:							
Dept: 49 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4015 Federal Payroll Tax -FICA	2,200.00	2,200.00	2,080.63	190.60	0.00	119.37	94.6
4018 State Payroll Taxes	500.00	500.00	324.88	11.69	0.00	175.12	65.0
SALARIES AND BENEFITS	40,250.00	41,150.00	37,900.90	3,274.63	0.00	3,248.10	92.1
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	150.00	150.00	124.28	0.00	0.00	25.72	82.9
5012 Printing	150.00	150.00	75.99	0.00	0.00	74.02	50.7
5014 Postage	130.00	100.00	90.50	0.00	0.00	9.50	90.5
5016 Office Supplies	900.00	900.00	412.25	28.48	0.00	487.75	45.8
5018 Janitorial Supplies	1,050.00	2,500.00	2,083.24	0.00	0.00	416.76	83.3
5020 Telephone	1,050.00	1,650.00	1,602.09	303.20	0.00	47.91	97.1
5022 Utilities	2,500.00	3,500.00	2,968.89	683.17	0.00	531.12	84.8
5025 Sewer Tax (4)	567.00	567.00	620.90	0.00	0.00	-53.90	109.8
5030 Vehicle Maintenance	750.00	1,000.00	769.22	0.00	0.00	230.78	76.9
5032 Building & Grounds-Maintenance	4,000.00	4,800.00	3,676.87	380.83	0.00	323.13	91.9
5034 Alarm Systems	500.00	500.00	463.12	83.87	0.00	36.88	92.6
5045 Miscellaneous Expenditures	500.00	500.00	350.00	0.00	0.00	150.00	70.0
5051 Equipment Rental	500.00	500.00	60.06	0.00	0.00	439.94	12.0
5052 Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE	15,217.00	16,117.00	13,297.30	1,479.55	0.00	2,819.61	82.5
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,800.00	3,800.00	3,245.00	295.00	0.00	555.00	85.4
5656 Tree Trimming	1,000.00	1,000.00	847.25	14.41	0.00	152.75	84.7
5670 Other Professional Services	5,400.00	5,400.00	4,209.88	336.50	0.00	1,190.12	78.0
CONTRACT SERVICES	10,200.00	10,200.00	8,302.13	645.91	0.00	1,337.87	81.4
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	500.00	500.00	-62.67	0.00	0.00	-62.67	-12.5
CAPITAL EXPENDITURES	500.00	500.00	-62.67	0.00	0.00	-62.67	-12.5
MONTECITO CENTER	65,167.00	67,967.00	59,437.75	5,400.20	0.00	8,529.25	87.5
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	23,000.00	28,000.00	26,517.10	2,538.63	0.00	2,028.90	92.7
4002 Salaries - Part-time (2)	3,970.00	7,000.00	7,986.61	663.80	0.00	-933.61	114.1
4003 Salaries - Overtime (5)	1,100.00	1,100.00	1,263.30	160.38	0.00	-163.30	114.8
4005 Salaries - Event Attendant	2,500.00	2,500.00	2,595.49	201.04	0.00	-95.49	103.8
4010 Workers Compensation Insurance	2,800.00	2,600.00	2,449.93	115.34	0.00	150.07	94.2
4011 Medical Insurance	7,900.00	7,400.00	7,335.25	603.80	0.00	64.75	99.1
4015 Federal Payroll Tax -FICA	2,050.00	2,650.00	2,948.65	272.02	0.00	-298.65	111.3
4018 State Payroll Taxes	750.00	750.00	460.31	23.27	0.00	289.69	61.4
SALARIES AND BENEFITS	50,370.00	52,600.00	51,568.84	4,578.48	0.00	1,043.16	98.0
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	266.86	0.00	0.00	233.14	53.4
5012 Printing	500.00	500.00	75.98	0.00	0.00	424.02	15.2
5014 Postage	100.00	100.00	90.50	0.00	0.00	9.50	90.5
5016 Office Supplies	900.00	900.00	412.23	28.48	0.00	487.77	45.8
5018 Janitorial Supplies	2,000.00	2,500.00	2,080.48	0.00	0.00	410.51	83.6
5020 Telephone	1,800.00	1,800.00	1,585.86	286.17	0.00	214.94	88.1
5022 Utilities	50,000.00	50,000.00	39,121.19	4,258.53	0.00	10,878.81	78.2
5025 Sewer Tax (4)	2,586.00	2,586.00	2,829.58	0.00	0.00	-243.58	109.4
5030 Vehicle Maintenance	750.00	1,500.00	1,245.90	17.03	0.00	254.10	83.1
5032 Building & Grounds-Maintenance	30,000.00	30,000.00	23,940.59	5,252.61	0.00	6,059.41	79.8
5034 Alarm Systems	750.00	750.00	475.14	86.68	0.00	274.86	63.4
5045 Miscellaneous Expenditures	1,200.00	1,200.00	709.00	0.00	0.00	500.00	58.3

REVENUE/EXPENDITURE REPORT
May 2012 @ 91.67%

Rossmoor Community

For the Period: 7/1/2011 to 5/31/2012		Original Bud	Amended Bud.	YTD Actual	CURR MTH	Encl. to: YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditure:								
Function:								
Dept: 50 RUSH PARK								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5051	Equipment Rental	1,500.00	1,500.00	565.31	0.00	0.00	934.69	37.7
5052	Minor Facility Repairs	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
OPERATIONS AND MAINTENANCE		97,066.00	98,336.00	73,397.83	9,959.70	0.00	24,938.17	74.6
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	35,500.00	35,500.00	34,412.00	3,187.00	0.00	1,088.00	96.9
5656	Tree Trimming	1,000.00	1,000.00	847.25	14.41	0.00	152.75	84.7
5670	Other Professional Services	5,400.00	5,400.00	4,209.88	336.50	0.00	1,190.12	78.0
CONTRACT SERVICES		41,900.00	41,900.00	39,469.13	3,537.91	0.00	2,430.87	94.2
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	500.00	1,000.00	834.48	0.00	0.00	165.52	83.4
CAPITAL EXPENDITURES		500.00	1,000.00	834.48	0.00	0.00	165.52	83.4
RUSH PARK								
RUSH PARK		193,356.00	193,836.00	165,258.28	18,076.09	0.00	28,577.72	85.3
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	480.00	480.00	534.05	101.07	0.00	-54.05	111.3
OPERATIONS AND MAINTENANCE		480.00	480.00	534.05	101.07	0.00	-54.05	111.3
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	98,000.00	98,000.00	95,432.16	8,785.36	0.00	1,567.84	98.4
CONTRACT SERVICES		98,000.00	98,000.00	95,432.16	8,785.36	0.00	1,567.84	98.4
STREET LIGHTING		98,480.00	98,480.00	95,966.21	8,886.43	0.00	1,513.79	98.5
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	1,800.00	2,047.00	2,046.91	0.00	0.00	0.09	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	9.00	0.00	0.00	91.00	9.0
OPERATIONS AND MAINTENANCE		1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
ROSSMOOR WALL		1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	500.00	534.05	101.07	0.00	-34.05	106.6
5030	Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		600.00	600.00	534.05	101.07	0.00	55.95	89.0
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	51,000.00	51,000.00	43,627.88	4,335.62	0.00	7,372.12	85.5
CONTRACT SERVICES		51,000.00	51,000.00	43,627.88	4,335.62	0.00	7,372.12	85.5
STREET SWEEPING		51,600.00	51,600.00	44,161.93	4,436.89	0.00	7,438.07	85.6
Dept: 80 PARKWAY TREES								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5014	Postage	500.00	500.00	470.05	0.00	0.00	29.95	94.0
5016	Office Supplies	200.00	200.00	74.10	5.17	0.00	125.90	37.1
5020	Telephone	900.00	900.00	1,068.05	202.14	0.00	-168.05	118.7
5030	Vehicle Maintenance	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5051	Equipment Rental	250.00	250.00	60.05	0.00	0.00	189.95	24.0
OPERATIONS AND MAINTENANCE		2,200.00	2,200.00	1,672.25	207.31	0.00	527.75	76.0

REVENUE/EXPENDITURE REPORT
May 2012 @ 91.87%

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Rossmore Community

For the Period: 7/1/2011 to 5/31/2012		Original Bud.	Amended Bud.	YTD Actual	CURR.MTH	Encumb. YTD	UnencBal.	% Bud.
Fund: 10 - GENERAL FUND								
Expenditures								
Function								
Dept: 80 PARKWAY TREES								
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	71,000.00	71,000.00	53,020.27	912.38	0.00	17,979.73	74.7
5660	TREE REMOVAL	3,700.00	3,700.00	2,600.24	0.00	0.00	1,099.76	72.7
5664	Tree Watering Program	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5670	Other Professional Services	36,000.00	36,000.00	27,458.16	1,804.06	0.00	10,541.84	72.3
CONTRACT SERVICES		111,700.00	111,700.00	83,168.67	2,716.44	0.00	30,531.33	73.1
Acct Class: 60 CAPITAL EXPENDITURES								
6015	Trees (6)	15,000.00	15,000.00	22,556.90	10,980.60	0.00	-7,556.90	150.6
CAPITAL EXPENDITURES		15,000.00	15,000.00	22,556.90	10,980.60	0.00	-7,556.90	150.6
PARKWAY TREES		130,900.00	130,900.00	107,427.82	13,894.35	0.00	23,472.18	82.1
Dept: 90 MINI-PARKS AND MEDIANS								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	750.00	750.00	547.87	52.25	0.00	202.13	73.0
4002	Salaries - Part-time (5)	285.00	285.00	290.66	23.92	0.00	-5.66	102.0
4003	Salaries - Overtime	20.00	20.00	20.76	5.54	0.00	-9.76	148.8
4010	Worker's Compensation Insurance	125.00	125.00	119.37	10.10	0.00	5.63	95.5
4015	Federal Payroll Tax -FICA	65.00	65.00	66.65	6.23	0.00	-1.65	102.5
4018	State Payroll Taxes	10.00	10.00	11.89	1.05	0.00	-1.89	118.9
SALARIES AND BENEFITS		1,255.00	1,255.00	1,066.20	99.09	0.00	188.80	85.0
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	500.00	534.21	101.11	0.00	-34.21	106.8
5022	Utilities (7)	6,000.00	6,000.00	6,059.24	169.97	0.00	-59.24	101.0
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	616.79	0.00	0.00	383.21	61.7
5045	Miscellaneous Expenditures	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5051	Equipment Rental	100.00	100.00	60.05	0.00	0.00	39.95	60.1
5052	Minor Facility Repairs	200.00	200.00	190.54	0.00	0.00	9.46	95.3
OPERATIONS AND MAINTENANCE		8,100.00	8,100.00	7,460.85	271.08	0.00	639.15	92.1
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	4,000.00	4,000.00	3,245.00	295.00	0.00	755.00	81.1
5656	Tree Trimming	500.00	500.00	282.31	4.70	0.00	217.69	56.5
5670	Other Professional Services	300.00	300.00	42.22	3.36	0.00	257.78	14.1
CONTRACT SERVICES		4,800.00	4,800.00	3,569.53	303.15	0.00	1,230.47	74.4
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
MINI-PARKS AND MEDIANS		14,405.00	14,405.00	12,095.56	673.32	0.00	2,309.44	84.0
Function		1,134,794.00	1,157,229.00	1,015,718.46	108,033.82	0.00	141,510.54	87.8
Expenditures:		1,134,794.00	1,157,229.00	1,015,718.46	108,033.82	0.00	141,510.54	87.8
Net Effect for GENERAL FUND Change in Fund Balance:		53,906.00	20,635.00	25,963.13 25,963.13	-78,454.74	0.00	-5,303.13	125.8

REVENUE/EXPENDITURE REPORT
May 2012 @ 91.67%

Rossmore Community

For the Period: 7/1/2011 to 5/31/2012	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Enc. mb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
Revenues							
Function:							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	382,500.00	392,500.00	376,607.40	3,203.70	0.00	5,852.60	98.5
3101 Property assessments-prior yr	7,500.00	7,500.00	4,745.38	0.00	0.00	2,754.62	63.3
ASSESSMENTS	390,000.00	390,000.00	381,352.78	3,203.70	0.00	8,647.22	97.8
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
USE OF MONEY AND PROPERTY	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	13,800.00	13,800.00	0.00	0.00	0.00	13,800.00	0.0
OTHER REVENUE	13,800.00	13,800.00	0.00	0.00	0.00	13,800.00	0.0
Dept: 00	408,800.00	408,800.00	381,352.78	3,203.70	0.00	27,447.22	93.3
Function:	408,800.00	408,800.00	381,352.78	3,203.70	0.00	27,447.22	93.3
Revenues	408,800.00	408,800.00	381,352.78	3,203.70	0.00	27,447.22	93.3
Expenditures							
Function:							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5619 Bond Trustee	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	150,000.00	150,000.00	111,163.10	0.00	0.00	38,836.90	74.1
5801 Interest	146,555.00	146,555.00	146,555.00	0.00	0.00	0.00	100.0
DEBT SERVICE	296,555.00	296,555.00	257,738.10	0.00	0.00	38,816.90	86.9
Acct Class: 66 OTHER FINANCING USES							
6600 Transfer out to other funds	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
OTHER FINANCING USES	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
RUSH PARK	419,430.00	419,430.00	260,613.10	0.00	0.00	158,816.90	62.1
Dept: 55 CONTINGENCY/RESERVES							
Acct Class: 59 RESERVES/CONTINGENCIES							
5720 Reserves	0.00	0.00	4,765.00	0.00	0.00	-4,765.00	0.0
RESERVES/CONTINGENCIES	0.00	0.00	4,765.00	0.00	0.00	-4,765.00	0.0
CONTINGENCY/RESERVES	0.00	0.00	4,765.00	0.00	0.00	-4,765.00	0.0
Function:	419,430.00	419,430.00	265,378.10	0.00	0.00	154,051.90	63.3
Expenditures:	419,430.00	419,430.00	265,378.10	0.00	0.00	154,051.90	63.3
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	-10,630.00	-10,630.00	115,974.68	3,203.70	0.00	-120,904.68	1,091.0
Change in Fund Balance:			115,974.68				

REVENUE/EXPENDITURE REPORT
 May 2012 @ 91.67%

Rossmoor Community

For the Period: 7/1/2011 to 5/31/2012

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL							
Revenues							
Function:							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	85,700.00	85,700.00	84,909.70	708.00	0.00	790.30	99.1
3101 Property assessments-prior yr	2,300.00	2,300.00	864.05	0.00	0.00	1,435.95	37.6
ASSESSMENTS	88,000.00	88,000.00	85,773.75	708.00	0.00	2,226.25	97.5
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00	89,000.00	89,000.00	85,773.75	708.00	0.00	3,226.25	96.4
Function:	89,000.00	89,000.00	85,773.75	708.00	0.00	3,226.25	96.4
Revenues							
	89,000.00	89,000.00	85,773.75	708.00	0.00	3,226.25	96.4
Expenditures							
Function:							
Dept: 05 ROSSMOOR WALL							
Acct Class: 56 CONTRACT SERVICES							
5619 Bond Trustee	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	55,000.00	55,000.00	55,000.00	0.00	0.00	0.00	100.0
5801 Interest	25,665.00	25,665.00	25,665.00	0.00	0.00	0.00	100.0
DEBT SERVICE	80,665.00	80,665.00	80,665.00	0.00	0.00	0.00	100.0
ROSSMOOR WALL	83,195.00	83,195.00	83,195.00	0.00	0.00	0.00	100.0
Function:	83,195.00	83,195.00	83,195.00	0.00	0.00	0.00	100.0
Expenditures							
	83,195.00	83,195.00	83,195.00	0.00	0.00	0.00	100.0
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL:							
Change in Fund Balance:	5,805.00	5,805.00	2,578.75	708.00	0.00	3,226.25	44.4
			2,578.75				

REVENUE/EXPENDITURE REPORT
May 2012 @ 91.67%

Rossmoor Community

For the Period: 7/1/2011 to 5/31/2012

Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Er. Comb. YTD	UnencBal	% Bud
Revenues							
Function:							
Dept: 00							
Acct Class: 35 OTHER REVENUE							
3620 OTHER SOURCES	147,838.00	147,838.00	0.00	0.00	0.00	147,838.00	0.0
OTHER REVENUE	147,838.00	147,838.00	0.00	0.00	0.00	147,838.00	0.0
Acct Class: 36 OTHER FINANCING SOURCES							
3600 TRANSFER IN/OUT OTHER FUNDS	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	0.0
OTHER FINANCING SOURCES	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	0.0
Dept: 00	277,838.00	277,838.00	0.00	0.00	0.00	277,838.00	0.0
Function:	277,838.00	277,838.00	0.00	0.00	0.00	277,838.00	0.0
Revenues							
	277,838.00	277,838.00	0.00	0.00	0.00	277,838.00	0.0
Expenditures							
Function:							
Dept: 00 ROSSMOOR PARK							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	21,275.00	45,400.00	46,692.81	0.00	0.00	-1,292.81	102.8
CAPITAL EXPENDITURES	21,275.00	45,400.00	46,692.81	0.00	0.00	-1,292.81	102.8
ROSSMOOR PARK	21,275.00	45,400.00	46,692.81	0.00	0.00	-1,292.81	102.8
Dept: 40 MONTECITO CENTER							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	60,000.00	60,000.00	28.07	0.00	0.00	59,971.93	0.0
6006 Permits Licenses Fees	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
CAPITAL EXPENDITURES	65,000.00	65,000.00	28.07	0.00	0.00	64,971.93	0.0
MONTECITO CENTER	65,000.00	65,000.00	28.07	0.00	0.00	64,971.93	0.0
Dept: 60 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	10,000.00	10,000.00	4,610.00	4,000.00	0.00	5,390.00	46.1
CONTRACT SERVICES	10,000.00	10,000.00	4,610.00	4,000.00	0.00	5,390.00	46.1
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	98,815.00	101,151.00	8,052.29	0.00	0.00	95,098.71	6.0
6006 Permits Licenses Fees	4,855.00	4,855.00	281.97	0.00	0.00	4,573.03	5.8
CAPITAL EXPENDITURES	103,670.00	106,006.00	8,334.26	0.00	0.00	99,671.74	6.0
RUSH PARK	113,670.00	116,006.00	10,944.26	4,000.00	0.00	105,061.74	9.4
Dept: 60 ROSSMOOR WALL							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Building(s) and Improvements	0.00	0.00	75.11	0.00	0.00	-75.11	0.0
CAPITAL EXPENDITURES	0.00	0.00	75.11	0.00	0.00	-75.11	0.0
ROSSMOOR WALL	0.00	0.00	75.11	0.00	0.00	-75.11	0.0
Dept: 75 CAPITAL PROJECTS							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5045 Miscellaneous Expenditures	14,750.00	0.00	310.00	0.00	0.00	-310.00	0.0
OPERATIONS AND MAINTENANCE	14,750.00	0.00	310.00	0.00	0.00	-310.00	0.0
CAPITAL PROJECTS	14,750.00	0.00	310.00	0.00	0.00	-310.00	0.0

REVENUE/EXPENDITURE REPORT
 May 2012 @ 91.67%

Rossmore Community

For the Period: 7/1/2011 to 5/31/2012

	Original Bud	Amended Bud	YTD Actual	CURR MTH	Encumb YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS							
Expenditures							
Function:	214,695.00	226,406.00	58,050.25	4,000.00	0.00	169,355.75	25.0
Expenditures	214,695.00	226,406.00	58,050.25	4,000.00	0.00	169,355.75	25.6
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS							
Change in Fund Balance:	(3,143.00)	51,432.00	-58,050.25	-4,000.00	0.00	109,482.25	-112.9
Grand Total Net Effect	111,624.00	67,242.00	86,460.31	-78,543.04	0.00	-19,224.31	

**ROSSMOOR COMMUNITY SERVICES DISTRICT
FOOTNOTES - FINANCIAL REPORT
MAY 2012
EXPENDITURES**

#1 Board of Directors Compensation 10-10-4000	Increase in Committees and meetings. ETC has been adjusted.
* #2 Salaries - Part Time 10-20-4002, 10-30-4002, 10-50-4002	Increase due to scheduling to cover for employee leave, change in personnel. ETC has been adjusted.
* #3 Community Events 10-20-5017	Deposits for 2012-13 Movies and Concerts in the Park paid. Will be adjusted to FY 2012-13 at annual audit.
* #4 Sewer Tax 10-30-5025, 10-40-5025, 10-50-5025	ETC has been adjusted.
#5 Salaries - Overtime 10-30-4003, 10-40-4003, 10-50-4003, 10-90-4003	Increase due scheduling. ETC has been adjusted.
#6 Trees 10-80-6015	More trees were planted and replaced than anticipated. However, please note that less funds were spent on tree trimming (10-80-5656) than planned.
#7 Utilities 10-90-5022	ETC has been adjusted.

* *Noted in previous month(s). However, explanation is still warranted and valid.*

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM F-1

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: PUBLIC HEARING-FISCAL YEAR 2012-2013 PROPOSED FINAL BUDGET

RECOMMENDATION:

Open hearing, receive presentation from General Manager, take public testimony, close hearing, deliberate and approve Fiscal Year 2012-2013 Proposed Final Budget.

BACKGROUND:

A Fiscal Year 2012-2013 Preliminary Budget was presented to the Board at your May and June meetings. After deliberation of the Preliminary Budget, the General Manager was directed to publish a Notice of Public Hearing for this evening's meeting. SB 135 requires that the hearing be noticed and a hearing be held prior to adoption of the Final Budget. A copy of that Notice of Public Hearing is attached.

The document before you was prepared before final year 2011-2012 budget numbers have been audited by the District's Auditor. This is due to the timing of the budget calendar required by SB 135 which does not provide sufficient time to complete an audit before the Final Budget must be adopted. Therefore, the Final Budget will not be fully reconciled until the Audit is completed, at which time it will be presented to the Audit Committee and the Board at a future meeting.

The Budget Estimates to Close, however, are considered sufficiently accurate for adoption of the Final Budget. The Final Budget has also been adjusted to account for changes recommended by the Board during the intervening period since your review of the Preliminary Budget. These changes include the Annual Salary Plan and CIP Budget adjustments, as recommended by the Public Works/CIP Committee.

Upon the Board's approval of the Proposed Final Budget, you will be asked to adopt Annual Budget Revenues and Expenditures Total Amounts by resolution.

ATTACHMENTS:

1. Memorandum from the General Manager dated July 10, 2012, FY 2012- 2013 Proposed Final Budget Message.
2. Fiscal Year 2012-2013 Proposed Final Budget.
3. Notice of Public Hearing.

MEMORANDUM

TO: BOARD OF DIRECTORS

**FROM: HENRY TABOADA
GENERAL MANAGER**

DATE: July 10, 2012

**SUBJECT: FY 2012-2013 PROPOSED FINAL BUDGET
MESSAGE**

The Fiscal Year 2012-2013 Proposed Final Budget continues in its current format which bifurcates the Preliminary and the Final Budget processes, as dictated by SB 135 and Board policy. The budget format instituted five years ago spreads administrative costs and overhead to appropriate operating departments, thus depicting a more accurate statement of the cost of providing specific services. Although the method of allocating those costs is not based on a formal cost allocation model, a fee analysis conducted by a professional firm has allocated a majority of the District's recoverable costs to the appropriate departments and categories of expense. Therefore, the spreading of overall costs is considered to be within an acceptable range of accuracy.

As in previous years, the Preliminary Budget was presented to the Board in May without year end figures. These entries will be reconciled when the FY 2011-2012 Report on Audit is completed by the District's Auditor in the Fall of 2012. SB135, which governs the budget cycle for special districts, mandates final budget adoption by August. This tends to limit the early development of final audited numbers prior to budget adoption. The Board, however, may amend the budget by resolution at mid-year, or when necessary.

In spite of the current economy, the District has continued to receive most all of its anticipated revenues. Once again, future revenue forecasts suggest stable to slightly lower revenue flow. Therefore, this year's estimated expenses continue to reflect either modest or no enhancements to services, while still projecting a modest carryover of fund balance for next fiscal year. The unknowns at this time, however, are still considered to be formidable.

First, this year's State Budget process has been a repeat of the last three years, which began and ended in disarray. While there were mid-year reductions this fiscal year (11-12), the State budget situation remains precarious. The Governor's May Revised budget numbers and the State Controller's cash flow analysis continue to indicate that most anticipated revenues have fallen far short of projections. The Legislature and the Governor have attempted to deal with an estimated shortfall of \$15.7B for the upcoming year by approving a budget that is suspect in its assumptions. Unfortunately, most real budget closing measures have been used up balancing the last three year's Budgets. Thus far, budget balancing solutions, mostly based on service cuts, have been factored into the State Budget. New taxes proposed by the Governor for the November election appear problematic, at best.

Second, the County has once again developed its budget and balanced it, without knowing the full impact still forthcoming from the State. The full impact of the recently eliminated redevelopment agencies throughout the State and County are yet to be determined. Budget reductions based on one-time revenues, employee layoffs and retirement plan reductions have helped to stem the budget shortfall but much more remains to be done. Due to a huge unfunded pension liability, continuing attention is being paid to additional pension reform. Last year, the County received a major setback in a court decision which rejected a proposal to end retroactive benefits.

Third, the predicted impact to Rossmoor from the estimated \$590,000 subsidy reflected in the Local Agency Formation Commission (LAFCO) Comprehensive Fiscal Analysis (CFA) has not materialized. The County had intimated that they would make an effort to recover some or perhaps most of the subsidy; either by reducing services, charging for services or both. A year later, no definitive proposal has been developed or submitted by the County. Instead, LAFCO published a Case Study which stated that what the County had termed a drain on the County, the estimated amount had decreased to \$127,000.

Fortunately, the District has yet to be adversely affected by the County's financial turmoil. Moreover, an analysis of the Case Study, by a forensic accounting, firm commissioned by the District revealed that instead of a drain on the County, the District was a donor of at least \$317,440 and perhaps, even \$500,000. A Public Records Act Request by the District for financial data from the County is still pending.

Fourth, a more insidious situation is the political turmoil which has been generated by the County, LAFCO and the City of Los Alamitos. While these issues of governance do not normally appear in a budget analysis, the implications on a proposed annexation of the Rossmoor Shopping Village by Los Alamitos, a proposal for provision of municipal services by Los Alamitos or even a proposed County-wide utility users tax all present financial issues which are still lurking and unquantifiable at this time.

These factors are only cited in order to stimulate a thoughtful discussion about the Final Budget. This information is provided solely for the purpose of informing the Board about potential budget impacts during the 2012-2013 Fiscal Year. As always, our focus will be directed at the proper management and development of the District's programs and areas of responsibility. Moreover, the Board will be advised if a mid-course correction is needed, and in sufficient time to adjust spending patterns accordingly.

Moving to what is known; a significant component of our projected revenues has been attributable to the District's investment strategy. Over the years, a sizeable amount of money has been placed in investment accounts which are liquid, high yielding and safe. Although current interest rates are very low, the District's portfolio still has several longer term investments which are yielding a modest rate of return on investment. All investments are made in accordance with the District's investment policy which is based on limitations and safeguards set forth in the California Government Code. While the economic outlook still remains bleak, return on investment remains an important component of the District's total revenue profile.

The mainstay of the District's revenue continues to be property related taxes and assessments. The State's Prop 1A takeaway of \$71,000, almost three years ago is scheduled for repayment during the

coming fiscal year. It is anticipated that the District will receive back the takeaway, with interest in June of 2013.

Another important element of a sound budgeting process is a well developed mission statement with corresponding goals and objectives. Each fiscal year the Board readopts its mission statement and a comprehensive set of goals which mirror the District's primary areas of responsibility.

These areas include such activities as parks, recreation and parkway trees, as well as other important service elements. The District's budget is structured to properly allocate available resources to those activities; thus ensuring that resources meet anticipated expenses in providing the desired levels of service to the community. The General Manager's Quarterly Status Report is also formatted to correspond with the elements of the Board's Mission Statement and its Goals and Objectives, thus providing the Board with a status of performance. A review of these documents should be considered by the Board during the coming year, particularly if changes in governance should occur.

An application to LAFCO, sometime next fiscal, year for additional services would require a restructuring of the budget, if approval is obtained from LAFCO. This should not be considered a major budget issue, since LAFCO would require that sufficient revenues for these services be consistent with their cost.

A further revenue enhancement could be achieved by the restructuring of the District's Fee Schedule. This year, revenue from fees decreased although some fees were adjusted. A probable cause for this is thought to be the option for a renter to substitute a lower cost rental of a park space instead of a higher cost rental of a building. A fee study was not deemed necessary for this year, although recovery of costs for services remains one of the only discretionary means of revenue available to the District.

Prudent and judicious use of reserves is another key factor in evaluating the fiscal condition of the District. Most local governments would be delighted to have the ratio of budget to reserves which the District enjoys. The District also has no debt service that relies on an annual appropriation by the Board of Directors. The current payments for financing the acquisition of Rush Park and the rebuilding of the community's Signature Wall are all financed with assessments paid by individual homeowners. Due to the District's reserve position, ninety-nine Rush Park bonds of \$5,000 each were retired last year, saving Rossmoor residents a substantial amount of interest while reducing the total bond indebtedness.

Another evolving budget element is the District's Capital Improvement Program (CIP) budget. Again next year, \$100,000 from Fund 20, based on the administrative repayment provision in the bond covenants, are being transferred for funding of the District's capital project program. This year, the Final Budget once again designates those capital expenditures over \$5,000 within Fund 40, the District's CIP budget. A four-year program is included in the budget which forecasts future projects and possible revenue sources. Therefore, future budgets will need to reflect an accounting for the multi-year program for capital projects whether or not funding has been identified. In this manner, the Board will be able to track the District's needs into the future and make more informed planning decisions in outer years. The proposed project schedule was reviewed and approved for submission to the Board by the Public Works/CIP Committee.

In summary, the District's finances are in good order and there is the capacity for modest growth while maintaining a prudent reserve. Nevertheless this year's budget should be considered to be transitional in nature. The implications of this and the coming year's uncertainties lend themselves to a conservative approach to spending and savings. In spite of the uncertainty, proposed service levels are being maintained and capital projects are on the immediate horizon.

There is, however, a note of caution. Reserves were used last fiscal year to fund worthwhile capital projects. Improvements to our buildings has resulted in a significant increase in the use of our upgraded facilities with a corresponding increase in rental revenue. Also, as previously mentioned, the Board authorized the use of pooled restricted funds in the amount of \$185,000 to retire a portion of Rush Park bond indebtedness; also a worthy use of funds. The result, however, is that cash flow was severely reduced and expenditures had to be closely monitored during the FY 2010-11. Although the District has a healthy reserve, most of it is invested in time certain instruments which were not readily available for cash flow purposes.

Moreover, payments from the County for the first half of the fiscal year were nominal until the November-December timeframe.

Nonetheless, the District was able to manage its expenses and pay all regular bills. Unanticipated expenses were carefully balanced with regular ongoing expenses. This is only mentioned to provide context to the proposed budget and to report that based on current finances, cashflow availability is almost back to normal and the use of reserves should be necessary.

As a final note, this year's budget contains both beginning and ending fund balances for each fund. Also, in accordance with the Auditor's Report, a GASB 45 requirement for a dedicated reserve amount (which is characterized as a "rainy day" fund) has been determined. The amount recommended by the Budget Committee for this reserve is \$250,000. This amount will be invested in a liquid account, should it be needed for use during a financial crisis.

In closing, whatever the future portends, policy and management fiscal controls are in place to meet those challenges. I wish to thank the Board of Directors for their service and attention to the needs of the District. Hopefully, this budget reflects the trust you have placed in your management and staff.

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Summary
Fund 10

Revenues	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-11	BUDGET	2011-2012	2012-2013
Beginning Fund Balance	n/a	n/a	n/a	0	0	36,988
Property Taxes	655,999	659,997	671,446	717,400	699,400	699,400
Street Light Assessments	230,611	232,543	236,699	260,000	250,000	250,000
Interest On Investments	45,698	19,717	12,389	10,000	10,000	10,000
From Other Governmental Agencies	53,833	66,551	0	57,200	58,400	128,000
Fees	109,255	123,669	0	133,000	133,000	133,000
Miscellaneous Revenues	3,110	7,766	10,300	264	30,264	23,000
TOTAL GENERAL FUND REVENUES	1,098,506	1,110,243	930,834	1,177,864	1,181,064	1,243,400
Total Beginning Fund Balance + Revenues	n/a	n/a	n/a	1,177,864	1,181,064	1,280,388

Expenditures	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-11	BUDGET	2011-2012	2012-2013
Dept.						
Administrative Services	299,905	311,130	305,550	321,168	326,168	367,792
Recreation	95,550	91,550	104,078	105,200	106,200	107,600
Rossmoor Park	145,484	0	0	171,526	166,890	169,020
Montecito Center	64,105	62,317	63,627	67,967	68,221	69,310
Rush Park	160,170	164,140	185,596	193,836	192,830	196,425
Street Lighting	90,400	98,078	107,213	98,480	100,980	102,480
Rossmoor Signature Wall	59	105	1,809	2,147	2,147	2,300
Street Sweeping	50,470	52,203	53,009	51,600	51,600	51,600
Parkway Trees	54,600	135,686	134,097	130,900	113,250	131,000
Mini-Parks and Medians	13,455	13,083	13,586	14,405	15,790	16,035
TOTAL GENERAL FUND EXPENDITURES	974,198	928,292	968,565	1,157,229	1,144,076	1,213,562

Ending Fund Balance (Revenues Less Expenditures)

124308	181951	-33731	20,635	36,988	66,826
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Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Revenue Detail
Fund 10

Department 00 Revenues

Acct.	AMENDED					
	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Property Taxes</u>						
Beginning Fund Balance	n/a	n/a	n/a	0	0	36,988
3000 Current Secured	580,803	589,868	609,215	650,000	635,000	635,000
3001 Current Unsecured	29,432	25,509	25,922	28,000	26,000	26,000
3002 Prior Secured	22,455	24,284	18,004	18,800	18,800	18,800
3003 Prior Unsecured	3,286	695	317	1,000	1,000	1,000
3004 Delinquent Property Taxes	3,324	3,341	1,237	1,200	1,200	1,200
3010 Current Supplemental Assmnt.	10,949	5,897	6,503	7,000	6,000	6,000
3020 Public Utility	5,751	10,403	10,247	11,400	11,400	11,400
Total Property Taxes	655,999	659,997	671,446	717,400	699,400	699,400
<u>Street Light Assessments</u>						
3105 Assessments	230,611	232,543	236,699	260,000	250,000	250,000
<u>Interest On Investments</u>						
3200 Interest	45,698	19,717	12,389	10,000	10,000	10,000
<u>From Other Governmental Agencies</u>						
101 Taxes Receivable (Prop 1A Suspension)	0	0	0	0	0	70,800
3301 State-Homeowners Prop. Tax Relief	3,513	5,524	5,633	4,800	6,000	4,800
3302 State Mandated Cost Reimb.	0	9,371	(9,139)	500	500	500
3303 County Tree Trim Reimbursements	5,134	0	0	0	0	0
3305 County - Street Sweep Reimbursements	45,186	51,656	52,000	51,900	51,900	51,900
Total From Other Governmental Agencies	53,833	66,551	48,494	57,200	58,400	128,000
<u>Fees</u>						
3402 Parkway Tree Upgrade/Replacement	3,087	(100)	354	1,500	2,000	1,500
3404 Tennis Reservations	9,796	12,608	10,773	11,500	8,000	11,500
3406 Court & Ball Field Reservations	20,635	20,235	21,437	22,000	25,000	22,000
3410 Rossmoor Building Rental	5,793	6,807	6,319	10,000	10,000	10,000
3412 Montecito Building Rental	23,630	25,014	20,692	23,000	23,000	23,000
3414 Rush Building Rental	46,315	59,105	63,439	65,000	65,000	65,000
Total Fees	109,255	123,669	123,013	133,000	133,000	133,000
<u>Miscellaneous Revenues</u>						
3500 Miscellaneous	3,110	7,766	4,612	3,000	3,000	3,000
3501 Funding/Miscellaneous Studies	0	0	10,300	7,264	7,264	0
3600 Transfer In Other Funds	0	166,441	20,000	20,000	20,000	20,000
3600 Transfer Out Other Funds		0		(30,000)	0	0
Total From Miscellaneous Revenues	3,110	174,207	34,912	264	30,264	23,000
TOTAL GENERAL FUND REVENUES	1,098,506	1,276,684	1,126,953	1,177,864	1,181,064	1,243,400
Total Beginning Fund Balance + Revenues	n/a	n/a	n/a	1,177,864	1,181,064	1,280,388

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 10 Administrative Services

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Salaries and Benefits</u>						
4000 Board of Directors Compensation	7,000	7,000	9,000	10,000	11,500	10,000
* 4001 Full Time	87,500	87,500	88,000	90,640	90,640	139,253
4003 Overtime	4,200		1,500	1,550	1,550	1,600
4007 Vehicle Allowance	850	850	750	750	750	750
* 4010 Workers' Comp. Insurance	2,700	2,700	3,000	3,000	3,000	3,500
* 4011 Medical Insurance	20,500	20,500	22,500	25,500	25,500	35,175
* 4015 Federal Payroll Taxes	7,000	7,000	7,000	7,000	7,000	10,200
* 4018 State Payroll Taxes	1,500	1,500	1,500	1,500	1,500	1,600
Total Salaries and Benefits	122,529	131,250	133,250	139,940	141,440	202,078
<u>Operations and Maintenance</u>						
5002 Insurance - Liability	15,000	15,000	9,000	9,704	9,704	9,704
5004 Membership & Dues	5,000	5,000	5,500	5,500	6,000	6,000
5006 Travel & Meetings	4,000	4,000	3,000	3,000	3,000	3,000
5010 Publications & Legal Notices	4,000	4,000	4,000	4,500	4,500	4,500
5012 Printing	5,000	5,000	500	500	500	500
5014 Postage	2,000	2,000	3,500	3,500	4,000	4,000
5016 Office & Meeting Supplies	10,500	10,500	8,300	8,300	8,300	8,300
5020 Telephone	1,500	1,500	1,500	1,500	1,500	1,500
5045 Miscellaneous Expenditures	2,500	2,500	5,500	5,500	6,500	5,500
5046 Bank Service Charges	2,500	2,500	1,000	1,000	1,000	1,000
5050 Elections	7,630	7,630	0	0	0	9,000
5051 Equipment Rental	1,250	1,250	500	500	500	500
Total Operations and Maintenance	61,272	60,880	42,300	43,504	45,504	53,504
<u>Contract Services</u>						
5610 Legal Services	36,000	36,000	40,000	40,000	40,000	40,000
5615 Financial Services	12,000	12,000	8,000	8,460	8,460	8,460
5620 Miscellaneous Studies	0	0	0	7,264	7,264	
** 5670 Other Professional Services	66,000	66,000	77,000	77,000	78,500	57,750
Total Contract Services	113,292	114,000	125,000	132,724	134,224	106,210
<u>Capital Expenditures</u>						
6010 Equipment	2,812	5,000	5,000	5,000	5,000	6,000
Total Administrative Services	299,905	311,130	305,550	321,168	326,168	367,792

* Part-Time General Manager (+\$46,800)

** 25% Reduction in Consultant hours.

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 20 Recreation

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Salaries and Benefits</u>						
4001 Full Time	36,300	36,300	43,932	44,000	39,000	40,000
4002 Part Time	16,500	16,500	17,853	20,000	25,000	25,500
4003 Overtime	4,000		1,902	1,900	1,900	1,950
4005 Event Attendant	300	300	270	300	300	300
4007 Vehicle Allowance	1,100	1,100	643	750	750	750
4010 Workers' Comp. Insurance	1,100	1,100	1,195	1,300	1,300	1,350
4011 Medical Insurance	4,800	4,800	5,288	6,550	6,550	10,500
4015 Federal Payroll Tax -FICA	4,500	4,500	5,143	4,500	4,500	4,500
4018 State Payroll Taxes	800	800	1,150	1,400	1,400	1,450
Total Salaries and Benefits	69,400	65,400	77,376	80,700	80,700	86,300
<u>Operations and Maintenance</u>						
5006 Travel & Meetings	1,000	1,000	365	800	800	800
5010 Publications & Legal Notices	500	500	76	150	150	150
5012 Printing	500	500	384	500	500	500
5014 Postage	150	150	147	300	300	300
5016 Office & Meeting Supplies	1,900	1,900	1,300	1,250	1,250	1,250
5017 Community Events	6,600	6,600	8,998	5,000	6,500	8,000
5019 Fireworks	6,200	6,200	6,200	6,200	6,200	0
5020 Telephone	1,300	1,300	1,651	1,800	1,800	1,800
5045 Miscellaneous Expenditures	500	500	150	500	500	500
5051 Equipment Rental	1,000	1,000	270	500	500	500
Total Operations and Maintenance	19,650	19,650	19,541	17,000	18,500	13,800
<u>Contract Services</u>						
5670 Other Professional Services	4,500	4,500	5,584	5,500	5,500	5,500
<u>Capital Expenditures</u>						
6010 Equipment	2,000	2,000	1,577	2,000	1,500	2,000
Total Recreation	95,550	91,550	104,078	105,200	106,200	107,600

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 30 Rossmoor Park

Acct.	AMENDED					
	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
Salaries and Benefits						
4001 Full Time	24,326	26,096	28,205	28,600	28,600	29,200
4002 Part Time	4,992	5,362	5,678	6,200	7,400	7,400
4003 Overtime	1,542	1,299	824	1,100	1,100	1,150
4005 Event Attendant	531	618	460	500	500	500
4010 Workers' Comp. Insurance	1,811	2,300	2,678	2,600	2,600	2,700
4011 Medical Insurance	5,685	6,080	6,532	7,400	7,400	7,800
4015 Federal Payroll Tax -FICA	1,998	2,543	2,618	2,650	2,650	2,700
4018 State Payroll Taxes	459	889	420	550	550	570
Total Salaries and Benefits	41,345	45,187	47,415	49,600	50,800	52,020
Operations and Maintenance						
5010 Publications & Legal Notices	500	63	151	300	300	300
5012 Printing	341	380	192	300	300	300
5014 Postage	20	59	82	100	200	100
5016 Office & Meeting Supplies	861	964	643	700	700	700
5018 Janitorial Supplies	1,747	2,154	1,969	2,500	2,500	2,500
5020 Telephone	1,179	1,593	1,501	1,600	1,600	1,600
5022 Utilities	33,207	40,981	38,659	44,000	38,000	39,000
5025 Sewer Tax	653	659	675	676	740	750
5030 Vehicle Maintenance	510	439	480	1,500	1,500	1,500
5032 Buildings & Grounds Maint.	15,354	20,250	27,720	25,000	25,000	25,000
5034 Alarm Systems/Security	522	448	650	650	650	650
5045 Miscellaneous Expenditures	461	1,026	23	500	500	500
5051 Equipment Rental	304	601	680	700	700	700
5052 Minor Facility Repairs/Tools	1,100	529	0	500	500	500
Total Operations and Maintenance	56,759	70,146	73,425	79,026	73,190	74,100
Contract Services						
5655 Landscape Maintenance	36,191	36,723	32,739	35,500	35,500	35,500
5656 Park Tree Trimming	1,155	1,059	1,201	1,000	1,000	1,000
5670 Other Professional Services	3,826	4,647	5,470	5,400	5,400	5,400
Total Contract Services	41,173	42,429	39,410	41,900	41,900	41,900
Capital Expenditures						
6005 Building & Improvements	6,207	0	0	0	0	0
6010 Equipment	0	528	753	1,000	1,000	1,000
Total Capital Expenditures	6,207	528	753	1,000	1,000	1,000
Total Rossmoor Park	145,484	158,290	161,003	171,526	166,890	169,020

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 40 Montecito Center

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
Salaries and Benefits						
4001 Full Time	21,250	21,908	23,205	23,400	23,400	23,900
4002 Part Time	2,435	2,413	3,107	3,300	3,300	3,370
4003 Overtime	1,200	1,012	643	750	750	770
4005 Event Attendant	3,000	2,358	2,360	2,500	2,500	2,500
4010 Workers' Comp. Insurance	1,800	1,850	2,124	1,900	1,900	1,950
4011 Medical Insurance	3,900	4,922	5,288	6,600	6,600	6,950
4015 Federal Payroll Tax -FICA	2,200	2,111	2,160	2,200	2,200	2,250
4018 State Payroll Taxes	320	704	389	500	500	520
Total Salaries and Benefits	36,105	37,278	39,276	41,150	41,150	42,210
Operations and Maintenance						
5010 Publications & Legal Notices	500	63	76	150	150	150
5012 Printing	500	95	132	150	150	150
5014 Postage	100	21	82	100	200	200
5016 Office & Meeting Supplies	1,250	964	643	900	900	900
5018 Janitorial Supplies	1,850	2,138	1,969	2,500	2,500	2,500
5020 Telephone	1,500	1,660	1,743	1,650	1,650	1,650
5022 Utilities	3,500	3,575	3,689	3,500	3,500	3,500
5025 Sewer Tax	500	524	567	567	621	650
5030 Vehicle Maintenance	500	439	481	1,000	1,000	1,000
5032 Buildings & Grounds Maint.	5,500	3,785	3,822	4,000	4,000	4,000
5034 Alarm Systems/Security	500	443	458	500	500	500
5045 Miscellaneous Expenditures	1,000	865	23	500	500	500
5051 Equipment Rental	500	404	68	500	500	500
5052 Minor Facility Repairs/Tools	500	317	0	100	100	100
Total Operations and Maintenance	18,200	15,294	13,752	16,117	16,271	16,300
Contract Services						
5655 Landscape Maintenance	3,500	3,860	3,540	3,800	3,800	3,800
5656 Park Tree Trimming	1,300	1,059	1,201	1,000	1,000	1,000
5670 Other Professional Services	4,000	4,646	5,469	5,400	5,400	5,400
Total Contract Services	8,800	9,565	10,210	10,200	10,200	10,200
Capital Expenditures						
6005 Building & Improvements	0					
6010 Equipment	1,000	180	388	500	600	600
Total Capital Expenditures	1,000	180	388	500	600	600
Total Montecito Center	64,105	62,317	63,627	67,967	68,221	69,310

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 50 Rush Park

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Salaries and Benefits</u>						
4001 Full Time	25,250	26,096	28,205	28,600	28,600	29,200
4002 Part Time	5,425	5,362	5,678	7,000	7,900	8,050
4003 Overtime	1,450	1,306	888	1,100	1,100	1,150
4005 Event Attendant	3,000	2,358	2,378	2,500	2,500	2,500
4010 Workers' Comp. Insurance	2,275	2,300	2,679	2,600	2,600	2,700
4011 Medical Insurance	5,145	6,164	6,533	7,400	7,400	7,800
4015 Federal Payroll Tax -FICA	2,750	2,677	2,751	2,650	3,000	2,700
4018 State Payroll Taxes	400	977	510	750	750	775
Total Salaries and Benefits	45,695	47,240	49,622	52,600	53,850	54,875
<u>Operations and Maintenance</u>						
5010 Publications & Legal Notices	500	500	239	500	500	500
5012 Printing	500	500	272	500	500	500
5014 Postage	100	100	82	100	100	100
5016 Office & Meeting Supplies	1,200	500	643	900	900	900
5018 Janitorial Supplies	2,000	2,000	1,974	2,500	2,500	2,500
5020 Telephone	1,300	1,500	1,743	1,800	1,800	1,800
5022 Utilities	42,000	42,000	52,984	50,000	50,000	50,000
5025 Sewer Tax	2,200	2,000	2,586	2,586	2,830	2,900
5030 Vehicle Maintenance	525	500	528	1,500	1,500	1,500
5032 Buildings & Grounds Maint.	23,000	17,000	25,939	30,000	30,000	30,000
5034 Alarm Systems/Security	750	600	593	750	750	750
5045 Miscellaneous Expenditures	1,200	1,000	963	1,200	1,200	1,200
5051 Equipment Rental	500	1,000	449	1,500	1,500	1,500
5052 Minor Facility Repairs/Tools	500	500	4,060	4,500	2,000	4,500
Total Operations and Maintenance	76,275	69,700	93,054	98,336	96,080	98,650
<u>Contract Services</u>						
5655 Landscape Maintenance	32,000	31,000	35,839	35,500	35,500	35,500
5656 Park Tree Trimming	1,200	1,000	1,201	1,000	1,000	1,000
5670 Other Professional Services	4,000	4,200	5,469	5,400	5,400	5,400
Total Contract Services	37,200	36,200	42,509	41,900	41,900	41,900
<u>Capital Expenditures</u>						
6005 Building & Improvements	0	10,000	0	0	0	0
6010 Equipment	1,000	1,000	411	1,000	1,000	1,000
Total Capital Expenditures	1,000	11,000	411	1,000	1,000	1,000
Total Rush Park	160,170	164,140	185,596	193,836	192,830	196,425

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 60 Street Lighting

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED	ETC 2011-2012	PROPOSED 2012-2013
				BUDGET 2011-2012		
<u>Operations and Maintenance</u>						
5020 Telephone	400	500	551	480	480	480
<u>Contract Services</u>						
5650 Lighting & Maintenance	90,000	97,578	106,662	98,000	100,500	102,000
Total Street Lighting	90,400	98,078	107,213	98,480	100,980	102,480

Department 65 Rossmoor Signature Wall

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED	ETC 2011-2012	PROPOSED 2012-2013
				BUDGET 2011-2012		
<u>Operations and Maintenance</u>						
5002 Insurance - Liability	0	0	1800	2,047	2,047	2,200
5032 Buildings & Grounds Maint.	59	105	9	100	100	100
Total Operations and Maintenance	59	105	1,809	2,147	2,147	2,300
<u>Capital Expenditures</u>						
6005 Building & Improvements	0	0	0	0	0	0
Total Rossmoor Signature Wall	59	105	1,809	2,147	2,147	2,300

Department 70 Street Sweeping

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED	ETC 2011-2012	PROPOSED 2012-2013
				BUDGET 2011-2012		
<u>Operations and Maintenance</u>						
5020 Telephone	400	500	551	500	500	500
5030 Vehicle Maintenance	70	47	43	100	100	100
Total Operations and Maintenance	470	547	594	600	600	600
<u>Contract Services</u>						
5642 Street Sweeping	50,000	51,656	52,415	51,000	51,000	51,000
Total Street Sweeping	50,470	52,203	53,009	51,600	51,600	51,600

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 80 Parkway Trees

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Operations and Maintenance</u>						
5012 Printing	50	4	14	50	50	50
5014 Postage	50	8	23	500	600	600
5016 Office & Meeting Supplies	200	186	146	200	200	200
5020 Telephone	800	1,023	1061	900	950	900
5030 Vehicle Maintenance	250	81	197	300	300	300
5051 Equipment Rental	250	111	67	250	250	250
Total Operations and Maintenance	1,600	1,413	1508	2,200	2,350	2,300
<u>Contract Services</u>						
5656 Tree Trimming	71,000	67,100	76058	71,000	60,000	71,000
5660 Tree Removals	4,000	3,262	1666	3,700	3,700	3,700
5662 Small Tree Care (combined with 5664)						
5664 Tree Watering /Small Tree Care Program	0	2,916	600	1,000	200	1,000
5670 Other Professional Services	5,500	37,513	38259	38,000	32,000	38,000
Total Contract Services	35,000	110,791	116583	113,700	95,900	113,700
<u>Capital Expenditures</u>						
6015 Trees	18,000	23,482	16006	15000	15000	15000
Total Parkway Trees	54,600	135,686	134,097	130,900	113,250	131,000

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
General Fund Departmental Expenditure Detail
Fund 10

Department 90 Mini-Parks & Medians

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Salaries and Benefits</u>						
4001 Full Time	520	523	562	750	750	775
4002 Part Time	275	268	274	285	350	365
4003 Overtime	50	36	14	20	40	25
4010 Workers' Comp. Insurance	110	108	128	125	125	135
4015 Federal Payroll Tax -FICA	65	63	65	65	65	70
4018 State Payroll Taxes	10	25	12	10	10	15
Total Salaries and Benefits	1,030	1,023	1,055	1,255	1,340	1,385
<u>Operations and Maintenance</u>						
5020 Telephone	400	522	529	500	500	500
5022 Utilities	5,000	5,137	6,795	6,000	7,500	7,500
5030 Vehicle Maintenance	75	46	43	100	100	100
5032 Buildings & Grounds Maint.	1,000	686	632	1,000	1,000	1,000
5045 Miscellaneous Expenditures	200	143	12	200	200	200
5051 Equipment Rental	250	111	67	100	100	100
5052 Minor Facility Repairs/Tools	200	205	0	200	200	200
Total Operations and Maintenance	7,125	6,850	8,078	8,100	9,600	9,600
<u>Contract Services</u>						
5655 Landscape Maintenance	4,000	3,856	3,727	4,000	3,800	4,000
5656 Park Tree Trimming	500	354	400	500	500	500
5670 Other Professional Services	300	62	326	300	300	300
Total Contract Services	4,800	4,272	4,453	4,800	4,600	4,800
<u>Capital Expenditures</u>						
6005 Building & Improvements	0	0	0	0	0	0
6010 Equipment	500	938	0	250	250	250
Total Capital Expenditures	500	938	0	250	250	250
Total Mini-Parks & Medians	13,455	13,083	13,586	14,405	15,790	16,035
TOTAL GENERAL FUND EXPENDITURES	1,024,754	1,079,430	1,129,568	1,157,229	1,144,076	1,213,562

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
Rush Park Assessment Revenue/Expenditure Detail
Fund 20

Department 00 Rush Park AD Revenues

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
Beginning Fund Balance	n/a	n/a	n/a	15,776	15,776	39,198
<u>Assessments</u>						
3100 Current Year Secured	376,471	376,230	378,483	382,500	382,500	382,500
3101 Prior Year Secured	8,294	5,237	6,710	7,500	7,500	7,500
3200 Interest	0	6,804	0	5,000	5,000	5,000
3500 Other Misc. Rev.	(13,850)	6,670	25,671	13,800	13,800	13,800
3600 Transfer In Other Funds (Fund 50)	15,895	0	185,000	0	0	0
Total Rush Park AD Revenues	386,810	394,941	595,864	408,800	408,800	408,800
Total Beginning Fund Balance + Revenues	n/a	n/a	n/a	424,576	424,576	447,998

Department 50 Rush Park AD Expenditures

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Contract Services</u>						
5619 Bond Trustee	2,875	2,875	2,875	2,875	2,875	2,875
6600 *Transfer out other Funds (Fund 10)	0	0	20,000	20,000	20,000	20,000
6600 **Transfer out other Funds (Fund 40)	0	0	0	100,000	100,000	100,000
	2,875	2,875	22,875	122,875	122,875	122,875
<u>Annual Debt Service</u>						
5800 Principal	170,000	155,000	370,000	150,000	111,183	0
5801 Interest	198,040	217,713	187,213	146,555	146,555	141,980
5720 Reserves					4,765	
Total Annual Debt Service	368,040	372,713	557,213	296,555	262,503	141,980
Total Rush Park AD Expenditures	370,915	375,588	580,088	419,430	385,378	264,855
Ending Fund Balance (Revenues Less Expenditures	n/a	n/a	n/a	5,146	39,198	183,143

* Transfer to repay Fund 20 Bond administrative costs.

** Transfer to Fund 40 thru Fund 10.

Reserves held at US Bank in Money Markey Account \$ 362,770

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
Rossmoor Wall Special Tax Revenue/Expenditure Detail
Fund 30

Department 00 Rossmoor Wall Revenues

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
Beginning Fund Balance	n/a	n/a	n/a	1,268	1,268	7,073
<u>Special Taxes</u>						
3100 Current Year Secured	85,597	85,801	85,020	85,700	85,700	85,700
3101 Prior Year Secured	1,876	1,279	2,633	2,300	2,300	2,300
3200 Interest	0	0	0	1,000	1,000	1,000
3500 Other Misc. Rev.	0	(864)	0	0	0	0
Total Rossmoor Wall Revenues	87,473	86,216	87,653	89,000	89,000	89,000
Total Beginning Fund Balance + Revenues	n/a	n/a	n/a	90,268	90,268	96,073

Department 65 Rossmoor Wall Expenditures

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<u>Contract Services</u>						
5619 Bond Trustee	2,530	2,530	2,530	2,530	2,530	2,530
<u>Annual Debt Service</u>						
5800 Principal	50,000	45,000	55,000	55,000	55,000	60,000
5801 Interest	31,900	37,555	28,855	25,665	25,665	20,590
Total Annual Debt Service	81,900	82,555	83,855	80,665	80,665	80,590
Total Rossmoor Wall Expenditures	84,430	85,085	86,385	83,195	83,195	83,120
Ending Fund Balance (Revenues Less Expenditures)	n/a	3043.28	1,268	7,073	7,073	12,953

Reserves held at US Bank in Money Market Account \$ 47,000

Rossmoor Community Services District
FY 2012-2013 Proposed Final Budget
Capital Improvement Program Summary
Fund 40

Revenues	ACTUAL			AMENDED	ETC	PROPOSED	
	2008-09	2009-10	2010-11	BUDGET			
Dept.	2011-12						2012-2013
Beginning Fund Balance	n/a	n/a	n/a	147,838	147,838	189,863	
Other Government Agencies	21,608	0	0	0	0	0	
Transfer in Other Funds/Fund 10	473,000	221,158	129,049	30,000	-	-	
Transfer in Other Funds/Fund 20 thru Fund 10	0	0	69,714	100,000	100,000	100,000	
*Transfer in Reserves	0	150,000	0	0	0	0	
TOTAL FUND 40 REVENUES	494,608	371,158	198,763	130,000	100,000	289,863	
Total Beginning Fund Balance + Revenues	n/a	n/a	n/a	277,838	247,838	289,863	
Expenditures	ACTUAL			AMENDED	ETC	PROPOSED	
	2008-09	2009-10	2010-11	BUDGET			
Dept.	2011-12						2012-2013
Rossmoor Park	132,490	137,065	0	45,400	46,693	0	
Montecito Center	0	8,200	28,471	65,000	28	20,000	
Rush Park	155,009	87,666	13,434	116,066	10,944	140,470	
General	0	20,000	9,020	0	310	34,691	
TOTAL FUND 40 EXPENDITURES	287,499	252,931	50,925	226,466	57,975	195,161	
Ending Fund Balance (Revenues Less Expenditures)	n/a	n/a	147,838	51,372	189,863	94,702	

* Transferred back into reserves.

**FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET
(2012-2013 PROPOSED FINAL BUDGET)
FUND 40**

PROJECT TITLE	Adjusted Budget FY 2011-2012	ETC FY 2011-2012	Proposed Final Budget FY 2012-2013	Information Only FY 2013-2014	Information Only FY 2014-2015	Information Only FY 2015-2016
REVENUES						
Beginning Fund Balance	\$147,838	\$147,838	\$189,863	\$94,702		
Transfer from Fund 10	\$30,000	\$0	\$0	\$0	(\$205,084)	(\$205,084)
Transfer from Fund 20 (thru Fund 10)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0
Prop 1A Payback and Interest from State	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$277,838	\$247,838	\$289,863	\$94,702	(\$205,084)	(\$205,084)
EXPENSES						
ROSSMOOR PARK						
Tennis Repaired & Resurfaced	\$40,400	\$41,075	\$0			
Replace Chain Link Fencing Around Backstops			TBD			
Tot Lot Equipment - Swing Set and Hooded Slide (1) to be consistent with safety regulations.	\$5,000	\$964	\$0			
Resurface Basketball Courts.		\$4,654	\$0			
MONTECITO						
Redesign Interior	\$65,000	\$28	\$20,000	\$95,000		
Redesign Courtyard			\$0	\$49,800		
Install Electronic Message Board (Eliminate)			\$0	\$0		
New Gate			\$0	TBD		
RUSH PARK						
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals)	\$19,200	\$592	\$0	\$14,000		
Rehabilitate and Upgrade Indoor Men's Restrooms (including waterless urinals)	\$3,120		\$3,120			
Upgrade Auditorium Lamp Fixtures and Install Emergency Lighting	\$19,950		\$19,950			
Replace Peripheral HVAC System in Auditorium			\$32,400			
Replace Temporary Picnic Canopy with Permanent Shade Structure			\$0	\$39,000		
Baseball Field - Replace with dustless dirt	\$35,000		\$35,000			
Tot Lot Equipment - Swing Set and Hooded Slides (2) to be consistent with safety regulations.	\$10,000	\$6,352	\$0			
Pour-in-Place Rubber Surfacing (Partial 2,132 sq.ft.) for Tot Lot to be consistent with safety regulations.	\$28,736		\$0	\$28,736		
Canopy Entrance for Auditorium			\$0	\$37,800		
Revise Landscape			\$0	\$20,700		
Install Solar Panels			\$0	TBD		
Parking Lot Repair		\$4,000	\$50,000			
Outlet and Circuit Breaker for Movies and Concerts in the Park. (TBD in which FY.) = \$10,500						
GENERAL						
Rossmoor Shopping Village Signage (requested by Board Jan. 2012)	TBD	\$310	\$24,050			
Scissor Lift and Utility Trailer (Recommend Removal)			\$0	\$14,750		
Irrigation Box for Rossmoor Triangle			\$5,400			
Replace Round Trash Cans for Rush, Rossmoor and Mini Parks.			\$5,241			
TOTAL EXPENSES	\$226,406	\$57,975	\$195,161	\$299,786	\$0	\$0
ENDING FUND BALANCE	\$51,432	\$189,863	\$94,702	(\$205,084)	(\$205,084)	(\$205,084)

**ROSSMOOR COMMUNITY SERVICES
DISTRICT
EMPLOYEE SALARY PLAN**

FY 2012-2013

Position	2011-2012 Current Salary		Consumer Price Index 2012 2.0%		2012-2013 Recommended Salary	
	Yearly	Hourly	Annually	Hourly	Annually	Hourly
*General Manager	n/a		n/a		\$46,800.00	\$45.00
Accountant/Bookkeeper	\$50,470.00	\$24.26	\$1,009.40	\$0.49	\$51,479.40	\$24.75
**Administrative Assistant	\$44,589.00	\$22.87	\$891.78	\$0.46	\$45,480.78	\$23.32
General Clerk	\$36,147.00	\$17.38	\$722.94	\$0.35	\$36,869.94	\$17.73
Park Superintendent	\$47,250.00	\$22.72	\$945.00	\$0.45	\$48,195.00	\$23.17
Recreation Superintendent	\$41,600.00	\$20.00	\$832.00	\$0.40	\$42,432.00	\$20.40
*Maintenance Assistant	\$14,997.00	\$14.42	\$299.94	\$0.29	\$15,296.94	\$14.71
*Recreation Leader	\$16,068.00	\$15.45	\$321.36	\$0.31	\$16,389.36	\$15.76
Event/Facility Attendant	n/a	\$15.00				\$15.00

* 1/2 Time 20 hrs a week/1,040 hrs per year.

**37.5 hrs per week/1,950 hrs per year.

**NOTICE OF
PREPARATION OF FINAL BUDGET
HEARING ON PROPOSED FINAL BUDGET
OF ROSSMOOR COMMUNITY SERVICES DISTRICT
FOR FISCAL YEAR 2012-2013**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Rossmoor Community Services District has reviewed a preliminary budget as of June 12, 2012 for fiscal year 2012-2013, and the General Manager of the District has prepared a proposed Final Budget for the District for fiscal year 2012-2013. The proposed Final Budget is available for inspection at the District office between the hours of 9:00 A.M. and 5:00 PM, Monday through Friday. Persons wishing to inspect the proposed final budget should ask for Henry Taboada, the District's General Manager, and state that they wish to review the proposed Final Budget for fiscal year 2012-2013. The District office is located at 3001 Blume Drive, Rossmoor, CA 90720.

NOTICE IS ALSO GIVEN that the Board of Directors of the District will conduct a hearing on the proposed Final Budget on July 10, 2012, commencing at 7:00 P.M., at the District Auditorium, 3021 Blume Drive, Rossmoor, CA 90720. Any person may appear at the time of the hearing and be heard regarding any item in the proposed Final Budget, or regarding the addition of other items. Following the hearing, the Board of Directors may adopt the proposed Final Budget as the District's Final Budget for fiscal year 2012-2013.

Henry Taboada

Board Secretary

June 10, 2012

Date

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: RESOLUTION No. 12-07-10-01 APPROVING AND ADOPTING
THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR
2012-2013

RECOMMENDATION:

Approve by roll call vote, Resolution NO. 12-07-10-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-2013.

BACKGROUND:

Article XIII B of the State Constitution requires that the District Board of Directors establish the Fiscal Year appropriations limit by calculating population and inflation factors. The 2012-2013 Fiscal Year appropriations limitation shall be \$1,727,847.

ATTACHMENTS:

1. Resolution No. 12-07-10-01 and Exhibit A.
2. May 2012 Letter from Director of the California Department of Finance and Enclosures I and II.

RESOLUTION NO. 12-07-10-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROSSMOOR COMMUNITY SERVICES DISTRICT
APPROVING AND ADOPTING THE ANNUAL
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-2013**

WHEREAS, on November 6, 1979, the voters of California added Article XIII B to the State Constitution placing limitations on the appropriations of State and local government; and

WHEREAS, Article XIII B was amended by voters in November 1990 through the passage of Proposition 111; and

WHEREAS, Article XIII B now requires the District Board to select population and inflation factors for the year's appropriations limit calculation.

NOW, THEREFORE, the Board of Directors of the Rossmoor Community Services District does hereby resolve as follows:

SECTION 1. That the 2012-2013 appropriations limitation shall be \$1,727,847 as documented in Exhibit A.

SECTION 2. That the inflation factor being utilized to determine the 2012-2013 appropriations limit is the percentage change in California per capita personal income.

SECTION 3. That the population factor being utilized to calculate the 2012-2013 appropriations limit is the County population growth.

PASSED AND ADOPTED this 10th day of July 2012.

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
Alfred Coletta, President

ATTEST:

Henry Taboada, Secretary
Rossmoor Community Services District

EXHIBIT A

2012– 2013 APPROPRIATIONS LIMITATION

2011 – 2012	\$1,650,441
County Population Increase	0.89%
Change in California per capita income	3.77%
Per Capita Cost of Living (converted to ratio)	$\frac{3.77 + 100}{100} = 1.0377$
Population (converted to a ratio)	$\frac{0.89 + 100}{100} = 1.0089$
Increase Factor = 1.0377 x 1.0089	1.0469
2012 –2013 Limitation = 1,650,44 x 1.0469 =	\$1,727,847



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. • GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 2012

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, Section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2012, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2012-2013. Enclosure I provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2012-2013 appropriations limit. Enclosure II provides city and unincorporated county population percentage changes, and Enclosure IIA provides county and incorporated areas' summed population percentage change. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code, Section 2228 for further information regarding the appropriations limit. You can access the Code from the following website: "<http://www.leginfo.ca.gov/calaw.html>" check box: "Revenue and Taxation Code" and enter 2228 for the search term to learn more about the various population change factors available to special districts to calculate their appropriations limit. Article XIII B, Section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. Consult the following website: "http://www.leginfo.ca.gov/const/article_13B" for additional information. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No State agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2012.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

ANA J. MATOSANTOS

Director

By:

MICHAEL COHEN

Chief Deputy Director

Enclosures

May 2012

Enclosure I

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost-of-living factor to compute their appropriation limit by a vote of their governing body. The cost-of-living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the 2012-2013 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2012-2013	3.77

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2012-2013 appropriation limit.

2012-2013:

Per Capita Cost of Living Change = 3.77 percent
 Population Change = 0.68 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.77 + 100}{100} = 1.0377$

Population converted to a ratio: $\frac{0.68 + 100}{100} = 1.0068$

Calculation of factor for FY 2012-2013: $1.0377 \times 1.0068 = 1.0448$

Enclosure II
Annual Percent Change in Population Minus Exclusions
January 1, 2011 to January 1, 2012 and Total Population, January 1, 2012

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2011-2012	1-1-11	1-1-12	1-1-2012
Orange				
Aliso Viejo	1.40	48,310	48,988	48,988
Anaheim	0.82	340,978	343,776	343,793
Brea	2.18	40,060	40,932	40,932
Buena Park	0.74	80,858	81,460	81,460
Costa Mesa	0.71	109,596	110,375	110,757
Cypress	0.78	47,901	48,273	48,273
Dana Point	0.73	33,424	33,667	33,667
Fountain Valley	0.71	55,417	55,810	55,810
Fullerton	1.49	135,468	137,481	137,481
Garden Grove	0.78	171,307	172,648	172,648
Huntington Beach	1.14	190,355	192,524	192,524
Irvine	2.46	218,353	223,729	223,729
Laguna Beach	0.77	22,790	22,966	22,966
Laguna Hills	0.69	30,407	30,618	30,618
Laguna Niguel	0.74	63,221	63,691	63,691
Laguna Woods	0.70	16,221	16,334	16,334
La Habra	0.74	60,424	60,871	60,871
Lake Forest	0.72	77,481	78,036	78,036
La Palma	0.68	15,594	15,700	15,700
Los Alamitos	0.73	11,473	11,557	11,557
Mission Viejo	0.77	93,472	94,196	94,196
Newport Beach	0.73	85,367	85,990	85,990
Orange	0.67	137,086	138,010	138,010
Placentia	0.84	50,658	51,084	51,084
Rancho Santa Margarita	0.70	47,941	48,278	48,278
San Clemente	0.74	63,735	64,208	64,208
San Juan Capistrano	0.83	34,732	35,022	35,022
Santa Ana	0.71	325,420	327,731	327,731
Seal Beach	0.70	23,627	23,793	24,354
Stanton	0.48	38,313	38,498	38,498
Tustin	1.05	75,772	76,567	76,567
Villa Park	0.76	5,823	5,867	5,867
Westminster	0.84	89,926	90,677	90,677
Yorba Linda	1.43	64,847	65,777	65,777
Unincorporated	-1.46	121,475	119,698	119,698
County Total	0.89	3,027,832	3,054,832	3,055,792

(*) Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: July 10, 2012

To: Honorable Board of Directors

From: Consulting General Manager

Subject: RESOLUTION No. 12-07-10-02 ESTABLISHING THE ANNUAL BUDGET REVENUE AND EXPENDITURE TOTALS AMOUNT FOR FISCAL YEAR 2012-2013 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT.

RECOMMENDATION:

Approve Resolution No. 12-07-10-02 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL BUDGET REVENUE AND EXPENDITURE TOTALS AMOUNT FOR THE FISCAL YEAR 2012-2013 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT.

BACKGROUND:

The Board, at their June 12, 2012 Regular Meeting, discussed the Preliminary Budget and authorized the General Manager to submit a Proposed Final Budget for the Fiscal Year 2012-2013. Approval of this resolution is in keeping with SB 135 which requires approval of the Final Budget by a Resolution of the Board of Directors. This action also establishes budgetary control by the Board at the Fund level. At the July meeting, the Board also adopted a resolution establishing the FY 2012-2013 Expenditure Limits. The proposed expenditure totals of the Final Budget are within those limits.

ATTACHMENTS:

1. Resolution No. 12-07-10-02.
2. Attachment A - Annual Budget Expenditures Totals Amount Summary.

RESOLUTION 12-07-10-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL BUDGET REVENUE AND EXPENDITURE TOTALS AMOUNT FOR THE FISCAL YEAR 2012-2013 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

WHERE AS, the Rossmoor Community Services District did discuss and approve at a public hearing, the District’s Fiscal Year 2012-2013 Final Budget at its Regular Meeting on July 10, 2012.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rossmoor Community Services District, that it hereby establishes the Annual Budget Revenue and Expenditure totals by Fund in the amounts specified in Attachment A for the Fiscal Year 2012-2013.

PASSED AND ADOPTED this 10th day of July, 2012.

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
Alfred Coletta, President

ATTEST:

Henry Taboada, Secretary
Rossmoor Community Services District

ATTACHMENT A

ANNUAL FISCAL YEAR 2012-2013 ANNUAL BUDGET REVENUE
AND EXPENDITURE TOTALS AMOUNT SUMMARY

TOTAL FUND REVENUES

FUND 10	\$1,280,388
FUND 20	\$447,998
FUND 30	\$96,073
FUND 40	\$289,863

TOTAL ALL FUNDS **\$2,114,322**

TOTAL FUND EXPENDITURES

FUND 10	\$1,213,562
FUND 20	\$264,855
FUND 30	\$83,120
FUND 40	\$195,161

TOTAL ALL FUNDS **\$1,756,698**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: CSDA BOARD OF DIRECTORS ELECTION 2012

RECOMMENDATION:

Discuss proposed slate of candidates and give direction to General Manager to submit the vote of the Board to the CSDA.

BACKGROUND:

As a member in good standing of California Special Districts Association, the District is entitled to vote on representatives for Region 6. Attached is a communication from CSDA requesting that the District submit its vote for Seat A and Seat C, two of three seats for Region 6. Also included are statements from the three candidates for the position.

ATTACHMENTS:

1. Communication from CSDA received June 13, 2012 re: Mail Ballot Information.
2. Letter of Support for Candidate Sullivan.
3. CSDA Ballot.



**California Special
Districts Association**
Districts Stronger Together

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

2012 BOARD ELECTIONS

MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors in your Region for Seat A. Each of CSDA's six (6) regional divisions has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your geographic region. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its region.

We have enclosed the candidate statements for each candidate who submitted one. Be sure to sign, date and fill in your member district information (*in some regions, there may only be one candidate*). If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please note: CSDA Bylaws outline the overall election process (Article III – Directors). In regard to Region 6, this year there are two seats open for election as outlined above, Seat A and Seat C. The current Director serving Seat C, Dewey Ausmus, is retiring from his district at the end of this year, so this seat will become vacant and the new individual elected will serve the remainder of the term (2 years) which will expire on December 31, 2014. Since there are two seats open for election, the individual with the most votes during this election will fill Seat A which is a full term (3 years) and the individual with the second most votes will complete the remaining term for Seat C (2 years). Member districts in Region 6 will be entitled to cast two votes (one per candidate) since there are two seats open for election.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by **5:00pm on Friday, August 3, 2012.**

If you do not use the enclosed envelope, please mail in your ballot to:

California Special Districts Association
Attn: 2012 Board Elections
1112 I Street, Suite 200
Sacramento, CA 95814

Please contact Charlotte Lowe toll-free at 877.924.CSDA or charlottel@csgda.net with any questions.



JO MACKENZIE

PROVEN EXPERIENCE LEADING SPECIAL DISTRICTS



During my tenure on the CSDA Board, Special Districts have gained recognition as the third leg of local government. It is important CSDA continues to be the voice of all special districts. I am committed to building on the present foundation of educational programs and public outreach. My enthusiasm, commitment and comprehensive knowledge of special districts and LAFCO bring years of experience to the CSDA Board. It would be an honor to continue serving special districts in Region 6.

- ✓ **EXPERIENCED LEADER**
- ✓ **COMMITTED TO SPECIAL DISTRICTS**
- ✓ **FISCALLY RESPONSIBLE**
- ✓ **DEDICATED**

CSDA EXPERIENCE:

- ❖ Immediate Past President, 2012
- ❖ President, 2011
- ❖ Vice President, 2010
- ❖ Treasurer, 2008 and 2009
- ❖ CSDA Finance Corporation, 2007-2012, President 2012
- ❖ Fiscal Committee Chair, 2008 and 2009
- ❖ Audit Committee Chair, 2008
- ❖ Legislative Committee, 2004-2012; Chair, 2006-2010 and 2012

DISTRICT EXPERIENCE:

- ❖ Elected in 1992, Board of Directors, Vista Irrigation District (CSDA District of Distinction)
- ❖ Served on and chaired District Committees
- ❖ One of the principal negotiators for the San Luis Rey Water Rights Settlement Agreement between VID, five Indian Bands, the City of Escondido, and the Federal Government

OTHER LEADERSHIP POSITIONS:

- ❖ ACWA Region 10 Board, Vice Chair, Alternate Chair, Director, 1997-2010
- ❖ San Diego LAFCO Special District Advisory Committee, 1994-2008, Chair 2005-2008
- ❖ San Diego LAFCO, Alternate LAFCO Commissioner, 2008 to present
- ❖ CSDA San Diego Chapter, Board Member 1993 to present, President 1998-2000

COMMUNITY INVOLVEMENT:

- ❖ San Marcos Planning Commissioner, 1979-1986
- ❖ San Marcos Traffic Commission, 1999-2004
- ❖ San Marcos Budget Review Committee, 1980-1982 and 1995-2006, Chair 1996-2006
- ❖ San Marcos Chamber of Commerce, Lifetime Ambassador

RECOGNITIONS:

- ❖ Special District Official of the Year by PublicCeo, 2011
- ❖ CSDA Legislative Advocate of the Year, 2010
- ❖ Graduate CSDA Leadership Academy

**Cheryl Brothers
Orange County Vector Control District**

**Candidate Statement
Region 6**

I have had opportunities to be involved in regional and state positions since 1992. Since then, I have held leadership positions in several diverse arenas. Serving one year on the Orange County Grand Jury, I worked with committees who looked into the governance of special districts in the county making me familiar with many types of special district operations. I was appointed by my city to the Orange County Vector Control District in 2005 while I served on the city council from 2002-2010. In 2011, I was selected by the district's 35 member board of trustees to serve as President.

While working for a County Supervisor from 1996-2002, I gained first-hand knowledge of county issues and process. Working with the League of California Cities on their Administrative Services Policy Committee I covered state legislative issues; and served on their annual conference planning committee for one year. I chaired the O.C. Council of Governments for 2 years when we wrote our Regional Sustainable Community Development Strategy to comply with AB 32 and SB 375.

In 2010, while on the O.C. and CA. LAFCO board, I was instrumental in forming a Coalition of seven Southern California County LAFCOs and helped to develop their governance documents.

Since retiring from city council and other related positions, I have focused my attention to OCVCD and special districts. I have traveled to Washington D.C. on Vector legislative days to lobby our representatives on bills that affect all California Vector Districts.

I have the time and dedication to bring my legislative and governance experience to CSDA and will be your voice for Region 6 at the state level. I look forward to working with you in the future.



CSDA Region 6 Candidate Statement

Elaine Sullivan

Vice-President, Leucadia Wastewater District Board of Directors
Carlsbad, CA 92009

I am seeking to represent Region 6 because I have a passion for special districts and I believe that I can use that passion to serve CSDA members and enroll non-member agencies. I believe I bring a unique and proven set of skills from my 24 years of experience as past President, current Vice-President and a member of various committees at Leucadia Wastewater District (LWD). During my tenure, LWD has been recognized as a District of Distinction and has received CWEA's Statewide Collection System of the Year award 7 times, including this past year. LWD is currently debt-free and maintains one of the lowest rates in San Diego County.

I have also been a 24 year member of Encina Wastewater Authority's (EWA) Board of Directors where I served multiple terms as Board President and as Chair of several committees. EWA has been recognized many times for its outstanding operations and global biosolids and energy management program.

Other public service experience includes: member of the California Water Reuse Finance Authority Board for 12 years, Ambassador Committee member for the Carlsbad Chamber of Commerce and a member of CSDA San Diego Chapter's Scholarship Committee for 15 years. I was instrumental in the formation of its Teacher Grant Program which provides grants to local area teachers for projects related to special districts.

I have held my current positions, with over 98% attendance for 24 years, while owning and operating my own business. I have wished to be more involved in CSDA over the years but I never undertake any endeavor that I cannot fully commit to. Since I am now retired, I am willing to commit my time with the goal of giving back to CSDA while representing ALL Special Districts in Region 6.

Thank you for your consideration.



LEADERS IN
ENVIRONMENTAL
PROTECTION

BOARD OF DIRECTORS

JUDY K. HANSON, PRESIDENT
ELAINE SULLIVAN, VICE PRESIDENT
ALLAN JULIUSSEN, DIRECTOR
DAVID KULCHIN, DIRECTOR
DONALD F. OMSTED, DIRECTOR
PAUL J. BUSHEE, GENERAL MANAGER

Ref: 12-3284

June 13, 2012

Mr. Henry Taboada
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720-3021

Dear Mr. Taboada:

At its March 14, 2012 meeting, the Leucadia Wastewater District (LWD) Board of Directors nominated Elaine Sullivan to the California Special Districts Association (CSDA) Board of Directors, Region 6.

Ms. Sullivan has served on LWD's Board of Directors since 1988. Since that time, she has been an ardent supporter of CSDA and its role of supporting special districts through cost-effective programs and representation at the State Capital. Ms. Sullivan recognizes the role CSDA plays in providing information that is crucial to special district management and operational effectiveness.

During the past 24 years of service at LWD, Ms. Sullivan has been a valuable member of the LWD Board of Directors serving as president in 2004 and 2008. Presently, she is Vice-President of the Board and also serves as Chair of the Employee Recognition Committee and a member of the Community Affairs Committee. She is also a member of the Encina Wastewater Authority's Board of Directors.

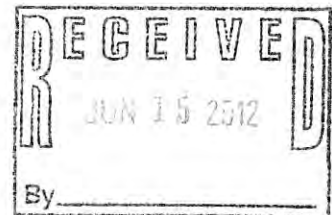
A Candidate Statement for Elaine Sullivan is attached.

The LWD Board of Directors is requesting your Board's support for Elaine Sullivan for Region 6 of the CSDA Board. I am requesting that your Board give consideration to submitting your vote for Ms. Sullivan in the upcoming election.

Please support Ms. Sullivan and return your original ballot to CSDA no later than 5:00 p.m., August 3, 2012.

Sincerely,

Paul J. Bushee
General Manager





**CSDA BOARD OF DIRECTORS
ELECTION 2012**
*All Fields Must Be Completed for ballot to be counted.
(Please vote for two individuals.)*

REGION SIX

●
*Seat A - term
ends 2015*
*Seat C - term
ends 2014*

- Jo Mackenzie***
Vista Irrigation District
- Cheryl Brothers**
Orange County Vector Control District
- Elaine Sullivan**
Leucadia Wastewater District

Please vote for two individuals as there are two open seats. Per the CSDA Bylaws, the candidate with the most votes will be elected to Seat A, and the candidate with the second most votes will be elected to Seat C.

** incumbent*

Signature: _____ Date: _____

Member District: _____

Must be received by 5pm, August 3, 2012. CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814



LEADERS IN
ENVIRONMENTAL
PROTECTION

BOARD OF DIRECTORS

JUDY K. HANSON, PRESIDENT
ELAINE SULLIVAN, VICE PRESIDENT
ALLAN JULIUSSEN, DIRECTOR
DAVID KULCHIN, DIRECTOR
DONALD F. OMSTED, DIRECTOR
PAUL J. BUSHEE, GENERAL MANAGER

Ref: 12-3284

June 13, 2012

Mr. Henry Taboada
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720-3021

Dear Mr. Taboada:

At its March 14, 2012 meeting, the Leucadia Wastewater District (LWD) Board of Directors nominated Elaine Sullivan to the California Special Districts Association (CSDA) Board of Directors, Region 6.

Ms. Sullivan has served on LWD's Board of Directors since 1988. Since that time, she has been an ardent supporter of CSDA and its role of supporting special districts through cost-effective programs and representation at the State Capital. Ms. Sullivan recognizes the role CSDA plays in providing information that is crucial to special district management and operational effectiveness.

During the past 24 years of service at LWD, Ms. Sullivan has been a valuable member of the LWD Board of Directors serving as president in 2004 and 2008. Presently, she is Vice-President of the Board and also serves as Chair of the Employee Recognition Committee and a member of the Community Affairs Committee. She is also a member of the Encina Wastewater Authority's Board of Directors.

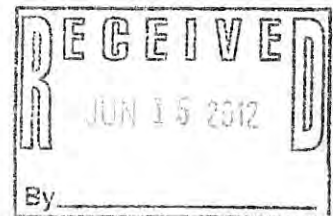
A Candidate Statement for Elaine Sullivan is attached.

The LWD Board of Directors is requesting your Board's support for Elaine Sullivan for Region 6 of the CSDA Board. I am requesting that your Board give consideration to submitting your vote for Ms. Sullivan in the upcoming election.

Please support Ms. Sullivan and return your original ballot to CSDA no later than 5:00 p.m., August 3, 2012.

Sincerely,

Paul J. Bushee
General Manager



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: EXTENDED TERM AGREEMENT TO PROVIDE TENNIS
INSTRUCTION AT ROSSMOOR PARK-FERNANDO MOLINA

RECOMMENDATION:

Approve an Extended Term Agreement with Mr. Fernando Molina to provide tennis instructions

BACKGROUND:

For the past several years, the District has had a Professional Services Agreement with Mr. Fernando Molina for the provision of tennis instruction at Rossmoor Park. Mr. Molina has been in full compliance with the terms of his current Agreement and he is requesting a renewal of his Agreement for another year.

ATTACHMENTS:

1. Proposed Second Amendment to Personal Services Agreement with Mr. Fernando Molina.
2. Letter dated June 28, 2012 from Mr. Fernando Molina Requesting a Renewal (Extended Term) of his Current Agreement.

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
TENNIS LESSON SERVICES BY TENNIS PROFESSIONAL

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into this 10th day of July, 2012, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California community services district (herein “District”) and Fernando Molina, an individual and tennis professional (herein “Contractor”). The parties hereto agree as follows:

RECITALS

WHEREAS, on or about July 14, 2010, the Parties entered into that certain Professional Services Agreement (“Agreement”) for the provision of tennis lessons by a tennis professional; and

WHEREAS, the Term of the Agreement is for a period of one (1) year from the date of full execution of the Agreement by both Parties. The Term of the Agreement may be extended for two (2) successive one (1) year Extended Term(s) and the Board of Directors of the District may determine, in its sole and absolute discretion, whether to grant the request for the applicable Extended Term; and

WHEREAS, the parties extended the Term of the Agreement for the first Extended Term by way of that certain First Amendment entered into between the parties as of July 12, 2011; and

WHEREAS, the parties desire to enter into this Amendment in order to extend the Term of the Agreement for the second Extended Term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the Recitals set forth hereinabove, the parties to this Amendment hereby agree as follows:

1. Term

The parties hereby acknowledge and agree that the Term of the Agreement is hereby extended for the second Extended Term. Therefore, said second Extended Term shall be in effect for the period beginning July 14, 2012 and expiring on July 14, 2013, unless earlier terminated pursuant to the Agreement.

2. General Provisions

2.1 Balance of the Agreement to Remain in Effect. Except as otherwise specifically provided for in this Amendment, the balance of the provisions of the

Agreement shall remain in full force and effect and shall not be impacted by this Amendment.

2.2 Interpretation. The terms of this Amendment shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Amendment or any other rule of construction which might otherwise apply.

2.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Amendment. The Recitals set forth above are incorporated herein and made an operative part of this Amendment.

2.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Amendment shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Amendment which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Amendment meaningless.

2.5 Corporate Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

FERNANDO MOLINA

By: _____
Henry Taboada
General Manager

By: _____

Fernando Molina
12082 Paseo Bonita
Los Alamitos, CA 90720

June 28, 2012

Mr. Henry Taboada
RCSD
3001 Blume Drive
Rossmoor, CA 90720

**RE: Annual Teaching Contract
Rossmoor Park**

Dear Henry,

I am contacting you regarding my tennis coaching classes at Rossmoor Park. I respectfully request that you renew my current court reservation contract through July 2013.

Thank you for the opportunity to teach at Rossmoor Park for another year. I look forward to hearing from you soon.

Warmest Regards,



Fernando Molina

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: AMENDMENT- STREET SWEEPING AGREEMENT-
R. F. DICKSON CO. INC.

RECOMMENDATION:

Provide direction to General Manager regarding request from R. F. Dickson Co. for contract amendment.

BACKGROUND:

On June, 14, 2011, the Board approved an amendment to R. F. Dickson Co. for a new three-year term. The contractor requested an increase of 3.1% for the first year stating that they had held their rates for the previous three years. Instead, the Board approved no increase for the first year and CPI increase for the third year.

In May of this year, the contractor requested a 2.5% increase. General Counsel opined that District was not obligated to amend the Agreement and that the contractor was obligated to perform as provided for in the Agreement. Steve Dickson, President of the firm has asked that this matter be brought to the Board for your consideration of their request. It should be noted that the street sweeping contract with the County fully reimburses the District for costs incurred with the contractor. Mr. Dickson wishes to address the Board on this matter.

ATTACHMENTS:

1. Amended and Restated Contract Services Agreement for Street Sweeping.
2. Excerpt from the June 14, 2011 Board Meeting Minutes re: Action Taken by the Board.

3. Letter dated May 24, 2011 from R. F. Dickson Co, Inc. re: Request to Extend Current Agreement for an Additional Three Year Term.

4. Letter dated May 16, 2012 from R. F. Dickson Co. Inc. re: Request for 2.5% Increase to their Current Rate.

5. Email dated May 16, 2012 from General Counsel Re: Street Sweeping Agreement.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
AMENDED AND RESTATED CONTRACT SERVICES AGREEMENT
FOR
STREET SWEEPING**

1. PARTIES AND DATE.

This AMENDED AND RESTATED CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING (“Agreement”) is made and entered into this 14th day of June, 2011, by and between the Rossmoor Community Services District, a public agency (“District”) and R.F. Dickson Company (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 2002 Agreement and Amendments.

On or about January 1, 2002, the Parties entered into that certain Contract Services Agreement For Street Sweeping (“2002 Agreement”) for the provision of contract services in connection with street sweeping. The Parties then entered into that certain First Amendment in order to amend certain provisions of the 2002 Agreement in order to permit the 2002 Agreement to remain in effect. The Parties then entered into Second, Third and Fourth Amendments in order to amend certain provisions of the 2002 Agreement and First Amendment in order to permit the 2002 Agreement and the First Amendment to remain in effect for additional terms. The Parties desire to enter into this amended and restated Agreement in order to make certain revisions to the amount of compensation, provide for an additional term, and to set forth in one document the understanding of the Parties in regard to the provision of contract services for street sweeping.

2.2 Contractor.

Contractor desires to perform and assume responsibility for the provision of contract services in connection with street sweeping on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, and is familiar with policies and requirements of the District.

2.3 Project.

District desires to engage Contractor to provide contract services in connection with street sweeping (“Project”) on the terms and conditions set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 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 contract services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" 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.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding three (3) years from the date of this Agreement as set forth above, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the Initial Term of this Agreement for two (2) 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. 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. Contractor shall not contract with any entity to perform in whole or in part the Services without the express written approval of the District, as determined in the District's sole discretion.

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 set forth in Exhibit "A." Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

3.2.3 Standard of Care; Performance of Contractor. 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 Contractor's performance of 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.

3.2.4 Representatives of District and Contractor. Steven Dickson is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith. The District's General Manager, or his/her designee, is hereby designated as being the representative of the District authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith.

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. 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).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000.00 or (ii) bodily injury limits of \$500,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$500,000.00 per occurrence and \$500,000.00 in the aggregate; (2) *Workers Compensation Insurance*: A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional

insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

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 thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. The statement shall include the dates of sweeping, the curb miles swept, and the fee for such services.

3.3.3 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. To the extent permitted by law, 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.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof,

at least seven (7) 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.

3.4.2 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: R.F. Dickson Company
12524 Columbia Way
Downey, CA 90242
Attn: Steven Dickson, President

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90720
Attn: Henry Taboada, 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.

3.4.3 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.

3.4.4 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.

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

3.4.6 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.

3.4.7 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.

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

3.4.9 Successors and Assigns. The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the District. This Agreement may not be assigned by Contractor without the prior written consent of the District.

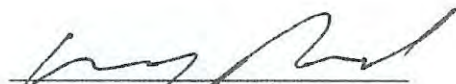
3.4.10 Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

3.4.11 Agreement to be Controlling. As of the date of this Agreement as set forth above, this Agreement shall supersede and otherwise be controlling over the 2002 Agreement and the First, Second, Third, and Fourth Amendments. As a result, 2002 Agreement and the First, Second, Third and Fourth Amendments shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amended and Restated Contract Services Agreement For Street Sweeping as of the date first written above.

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

By:


Henry Taboada
General Manager

R.F. DICKSON COMPANY

By:

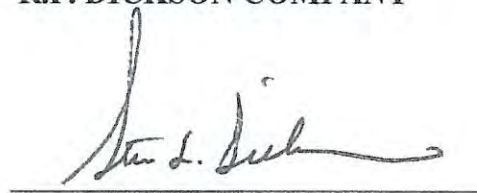

Steven L. Dickson
President

EXHIBIT "A"

Scope of Services

Contractor shall sweep the gutter, and curb areas in proximity to the gutter, in the public right-of-way of all streets within the geographic boundaries of District, consisting of approximately sixty-three (63) curb miles as generally set forth in the District map attached hereto and/or provided by the District from time to time, so as to be free of all debris, leaves, soil, litter, and other materials. Contractor shall perform such sweeping services twice a month. Sweeping shall be done on the first (1st) and third (3rd) Mondays, between the hours of 8:00 a.m. and 4:00 p.m., Pacific time (the "regular sweeping"), or on such additional date(s) as the District may, from time to time, request in writing. In the event that Contractor is unable to perform the regular sweeping services on the days prescribed herein, due to either a legal holiday observed by Contractor or due to inclement weather, then Contractor shall perform such regular sweeping on the Monday immediately following the regularly scheduled Monday for which sweeping would have normally been performed.

EXHIBIT "B"

Schedule of Compensation

Contractor shall be compensated at the rate of \$32.86 per curb mile per sweep. This rate shall apply during the entire Initial or Extended Term(s) of this Agreement.

The following rate shall apply during the entire Additional Term of this Agreement: Contractor shall be compensated at the rate of \$32.86 plus an additional rate as established by the Consumer Price Index, Los Angeles Area per curb mile per sweep.

The following rate shall apply during the entire Second Additional Term of this Agreement: Contractor shall be compensated at the rate of Additional Term, above, plus an additional rate as established by the Consumer Price Index, Los Angeles Area per curb mile per sweep.

Resolution No. 11-06-14-01 Resolution to Apply to the Local Agency Formation Commission for Approval to Exercise the Power to Provide Commission for Approval to Exercise the Power to Provide Police Protection and Law Enforcement, Animal Care and Refuse Collection Services was unanimously approved by roll call vote 4-0.

H. REGULAR CALENDAR

1. PAVED/BRICKED OVER PARKWAYS-NO TREE(S) AND SECOND READING TO REVISED POLICY NO. 3080 PARKWAY AND ROSSMOOR WAY MEDIAN TREE MAINTENANCE.

Receive the report and provided direction to the General Manager regarding the rejection of a proposed MOU regarding enforcement of the prohibition of paved/bricked over parkways. Discussion ensued.

Motion by Director Coletta, seconded by Director Casey to approve revised Policy No. 3080 Parkway and Rossmoor Way Median Tree Maintenance, including the enumerated items 1-4 on page 2 of the policy. Motion passed 4-0.

2. BREA IT PROPOSAL FOR WEBSITE SERVICES

Recommendation to authorize the General Manager to execute an Agreement with Brea IT for providing website services to the District. Discussion ensued. Director Maynard had questions relative to whether or not Brea IT would adhere to website best practice policies and requested clarification relative to proposal comparisons.

Mike Ryan from Brea IT reported to the Board relative to his services, the project timeline, and answered questions from the Board.

Motion by Director Maynard, seconded by Director Coletta to authorize the General Manager to execute an Agreement with Brea IT for providing website services to the District. Motion passed 4-0.

3. AMENDMENT-STREET SWEEPING SERVICES-R.F. DICKSON CO.

Authorize the General Manager to execute an Amendment to the current Agreement with R.F. Dickson Co. Inc. (Dickson) for an additional 3 year term. Discussion ensued.

Motion by Director Casey, seconded by Director Coletta to authorize the General Manager to execute an Amendment to the current Agreement with R.F. Dickson Co. Inc. (Dickson) for an additional 3 years, with no increase in the first year and a CPI increase for the third year. Motion passed 4-0.



May 24, 2011

Henry Tobaada
 Director
 Rossmoor Community Services District
 3001 Blume Dr.
 Rossmoor, CA 90720

Dear Henry,

We are respectfully requesting a three year extension to our existing agreement.

This year we are requesting a 3.1% increase to our current rate. The debris component will continue as we agreed to last.

Henry, we have held our existing rate for the past three years, and would greatly appreciate your support in our request. As always should you have any questions, please do not hesitate to call.

Sincerely,

Steve Dickson
 President



May 16, 2012

Henry Taboada
Director
Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90720

Dear Henry,

This year we are respectfully requesting a 2.5% increase to our current rate. The debris component will continue as we agreed to last.

Henry, as always should you have any questions, please do not hesitate to call.

Sincerely,

Steve Dickson
President

Henry Taboada

From: Jeff Ferre [Jeff.Ferre@bbklaw.com]
Sent: Wednesday, May 16, 2012 11:23 AM
To: Henry Taboada
Subject: Re: Street Sweeping Agreement

Henry, based on the pages you sent me, the CPI only applies during an Additional Term. The rate of \$32.86 applies during both the Initial and Extended Terms.

I actually don't see when there would be an Additional Term based on the pages you sent. Also, even presuming a CPI applied, the way the agreement is set up, the parties have already agreed to a CPI and that would not call for subsequent Board action.

I am away from the office today but if you want me to review the full agreement that I hopefully have in my file, please let me know. Thank you.

Jeff

Sent from my iPad

On May 16, 2012, at 10:25 AM, "Henry Taboada" <htaboada@rossmoor-csd.org> wrote:

Jeff: We are about to enter the second year of a three-year term. Exhibit B calls for a CPI adjustment. Do I need to take this to the Board for approval of the adjusted rate or amend the Exhibit to reflect the new rate.?

<2012_05_16_10_20_48.pdf>

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via reply email and delete the email you received.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: HIRING OF TEMPORARY PART-TIME ASSISTANT
RECREATION LEADER

RECOMMENDATION:

Authorize General Manager to hire a temporary part-time Assistant Recreation Leader

BACKGROUND:

As you know, the District's Recreation Leader, Chris Argueta, is on medical leave. He had been scheduled to also assist the District's Park Superintendent due to the departure of our Maintenance Assistant. His absence results in a shortage of staff for both Superintendents.

Assistant Recreation Leader Chris Deaton is currently filling the part-time Maintenance Assistant role. We have also hired Ms. Chelsea Arnett as an Event Attendent in a previously authorized slot to assist the Recreation Superintendant until Mr. Chris Argueta is released for duty by his physician and there is a determination as to his limitations, if any. This request is to hire Ms. Arnett into a proper classification. Attached is her Application for Employment.

ATTACHMENTS:

1. Application For Employment-Chelsea Arnett.

APPLICATION FOR EMPLOYMENT

ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 Blume Dr.
Rossmoor, CA 90720

Telephone (562) 430-3707

Equal Opportunity Employer: The Rossmoor Community Services District (RCSD) considers all applicants for all positions without regard to race, sex, religion, sexual orientation, national origin, ancestry, color, creed, age, marital status, disability, or any other legally protected status.

Resumes may be attached but not accepted in lieu of the employment application. Failure to complete all items on this application may result in your disqualification.

- INSTRUCTIONS: 1. Print with black ink or use a typewriter; 2. Avoid any references to race, color, religion, national origin, sex, or age; 3. False statements are cause for rejection of application or dismissal from position.

Date: 6/18/12

1. POSITION APPLIED FOR: Seasonal Assistant Recreation Leader

2. NAME: Arnett Chelsea Marlene
Last First Middle

3. ADDRESS: 4343 Pepperwood Ave
Number Street
Long Beach CA 90808
City State Zip Code

4. HOME PHONE (562) 425-5534 CELL PHONE (562) 761-2661

5. DO YOU HAVE A CURRENT/VALID CALIFORNIA DRIVERS LICENSE? YES [X] NO []
(NOTE: if hired, a DMV Report and proof of license and insurance may be required)

6. ARE YOU LEGALLY ELIGIBLE TO WORK IN THE UNITED STATES? YES [X] NO []

7. WERE YOU EVER DISCHARGED OR ASKED TO RESIGN FROM ANY POSITION? YES [] NO [X]
IF YES, LIST THE CIRCUMSTANCES AND EMPLOYER ON A SEPARATE SHEET AND ATTACH.

8. HAVE YOU PREVIOUSLY BEEN EMPLOYED BY THE RCSD? YES [] NO [X]

9. ARE YOU RELATED TO ANYONE WORKING FOR THE RCSD? YES [] NO [X]
IF YES, IN WHAT CAPACITY? RELATIONSHIP

10. ARE YOU CAPABLE OF PERFORMING, WITH OR WITHOUT REASONABLE ACCOMMODATION, THE ACTIVITIES INVOLVED IN THE POSITION FOR WHICH YOU HAVE APPLIED? YES [X] NO []

11. DO YOU HAVE A NEED FOR SPECIAL TESTING ACCOMMODATIONS DUE TO A DISABILITY? YES [] NO [X]
IF YES, EXPLAIN:

12. AS AN ADULT (AGE 18), HAVE YOU EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? IF YES, LIST THE DATE, LOCATION OF CONVICTION AND THE PENAL CODE VIOLATION NUMBER ON A SEPARATE SHEET AND ATTACH. (Convictions are evaluated for each position and are not necessarily disqualifying.) YES [] NO [X]

13. LIST ANY PROFESSIONAL OR TECHNICAL ORGANIZATION OF WHICH YOU ARE A MEMBER.
[Blank lines for text entry]

14. LIST ANY JOB RELATED EDUCATION OR TRAINING.

Type of School	Name and Location	Attend From	To	Number of Units	Special Courses	Degree Diploma
High School	Lakewood High school Lakewood, CA	2002	2006			Yes
College	CSULB Long Beach, CA	2009	2012	138	Sociology and Communications	on going
Graduate School						
Technical or Professional						
Others Trade/Military						

15. EMPLOYMENT RECORD: Provide a complete employment history beginning with your current or most recent job. If more space is needed, attach additional sheets. Include any job-related military assignments and volunteer activities. Only those jobs listed will be considered in determining your eligibility. This section must be fully completed.

From		To		Name of Company and Address	Salary	
Mo.	Yr.	Mo.	Yr.		Start	Final
6	2004	on going		Long Beach Parks Recreation and Marine 2700 N Studebaker Rd Long Beach, CA 90815	\$8. ⁰⁰ /hour	\$15.60/hour

Job Title Recreation Specialist Leader VII

Supervisor's Name/Title Supervisor, Ashleigh Griset May we contact? Yes No

Description of Duties and Accomplishments Coaching Kids in different sports; Programming and organizing an afterschool program for 4 years; Organizing and running a day camp as an assistant day camp director for one year and a day camp director for three years.

Reason for Leaving I am currently working for Long Beach Parks Recreation and Marine.

From		To		Name of Company and Address	Salary	
Mo.	Yr.	Mo.	Yr.		Start	Final

Job Title _____

Supervisor's Name/Title _____ May we contact? Yes No

Description of Duties and Accomplishments _____

Reason for Leaving _____

EMPLOYMENT RECORD CONTINUED:

From		To		Name of Company and Address	Salary	
Mo.	Yr.	Mo.	Yr.		Start	Final

Job Title _____

Supervisor's Name/Title _____ May we contact? Yes No

Description of Duties and Accomplishments _____

Reason for Leaving _____

From		To		Name of Company and Address	Salary	
Mo.	Yr.	Mo.	Yr.		Start	Final

Job Title _____

Supervisor's Name/Title _____ May we contact? Yes No

Description of Duties and Accomplishments _____

Reason for Leaving _____

16. OTHER COMMENTS ABOUT YOUR CAREER OBJECTIVES OR ABILITIES WHICH MAY PERTAIN TO THE POSITION.

APPLICANT CERTIFICATION: All answers and statements in this application are true and complete to the best of my knowledge and belief. I understand that untruthful or misleading answers are cause for rejection of this application, removal of name from an eligible list, or dismissal from district employment. I authorize investigation of all statements in this application for employment as may be necessary in arriving at an employment decision. I understand that I may be requested to submit proof of qualifications at a later date. If upon checking these you determine that I do not meet specific requirements, I understand that I will be disqualified.

In order that the District may verify the accuracy of the information contained in my application, I hereby authorize any former employer, its employees or representatives, or any person listed as a reference to provide any and all information they deem appropriate regarding my employment and job performance, references, education or training, and criminal history, including driving record to the RCSD, and any of its employees, representatives, and agents. I understand that the District has a right to obtain criminal history information. This information may be provided either verbally or in writing. In addition to authorizing the release of any information regarding my employment, I hereby fully waive any rights or claims I have or may have against any former employer, its employees and representatives, or any person listed as a reference, and release any former employer, its employees and representative, former educational institution, or any person listed as a reference from any all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to me. I am aware that fingerprinting may be required after an offer of employment. In addition, I am aware that after an offer of employment has been extended, I may be required to submit to a medical examination that includes a drug and/or alcohol analysis. I also understand that failure to submit to or satisfactorily complete this examination may result in any offer of employment being withdrawn.

APPLICANTS SIGNATURE Chubee Art DATE 6/18/12

ELECTION TO RECEIVE/NOT RECEIVE PUBLIC RECORDS

[California Civil Code section 1786.53]

I am aware that the Rossmoor Community Services District may obtain public records regarding me for employment purposes, including but not limited to evaluation for employment, assignment, and/or promotion as well as conducting investigations into possible misconduct.


I acknowledge that the term public records as used herein are limited to records of: arrest, indictment, conviction, civil judicial action, tax lien, or outstanding judgment.

Check one box only:

- I hereby elect to receive any public records which may be obtained by the Rossmoor Community Services District for employment purposes under Civil Code section 1786.53.
- I hereby elect not to receive any public records which may be obtained by the Rossmoor Community Services District for employment purposes under Civil Code section 1786.53.

6/18/12
Date

Chelsea Arnett
Name (Print)


Signature

This form must be completed as part of the application packet.

Chelsea Marlene Arnett

4343 Pepperwood Ave. Long Beach, CA 90808 (562)761-2661 carnett66@verizon.net

Objective	Seasonal Assistant Recreation Leader
Experience	<p>Recreation Specialist I June, 2004 – April 2006 Pan American Park, 5157 Long Beach CA, 90808</p> <ul style="list-style-type: none">▪ Day camp counselor▪ After school program counselor▪ Youth sports coach <p>Recreation Specialist III April 2006 – June 2007 Pan American Park, 5157 Long Beach CA, 90808</p> <ul style="list-style-type: none">▪ Scheduling after school program activities▪ Running activities as a day camp counselor▪ Youth sports coach <p>Recreation Specialist V June 2007 – June 2009 Pan American Park, 5157 Long Beach CA, 90808</p> <ul style="list-style-type: none">▪ After school program director▪ Assistant day camp director▪ Youth sports coach <p>Recreation Specialist VII June 2009 – Present Pan American Park, 5157 Long Beach CA, 90808</p> <ul style="list-style-type: none">▪ Day camp director▪ After school program director▪ Youth sports coach
Education	<p>California State University of Long Beach, Long Beach, CA August 2009 - Present</p> <ul style="list-style-type: none">▪ Major in Communications▪ Major in Sociology is in progress
Interests	I enjoy being an active part of a team that can positively serve the community.
References	Ashleigh Griset, Supervisor of Pan American Park and Whaley Park (562)570-1662

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-5

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: EXECUTE AGREEMENT WITH WEST COAST ELECTRIC FOR ELECTRICAL REPAIRS TO RUSH PARK AUDITORIUM

RECOMMENDATION:

Authorize General Manager to execute Agreement with West Coast Electric to perform electrical repairs to the Rush Park Auditorium lighting system.

BACKGROUND:

As you know, the District has upgraded the lighting and audio systems for the Auditorium, particularly that portion of the facility used for Board meetings. During that upgrade, note was made of a need to upgrade the lighting in the perimeter areas of the Auditorium that were not part of the original project. Specifically, ceiling lighting circuits in those areas showed evidence of overheating and damage to the insulation. These were temporarily repaired as a precaution to prevent further damage.

Further, the current light fixtures are in need of replacement due to age and obsolescence. Light bulbs for these fixtures are being phased out by manufacturers and will soon become unavailable. Moreover, a need was identified for emergency lighting and lighted exit signage. This currently exists in the center portion of the building.

This project is in the current FY 2011-2012 CIP Project List and Fund 40 Budget. The CIP Committee is recommending that we proceed with the project as a part of the FY 2012-2013 Project List. The total cost of the project is estimated at \$21,000 with some exclusions. There is, however, a possibility of rebates which could lower the cost.

ATTACHMENTS:

1. FY 2012-2013 Fund 40 Project List and Budget.
2. Proposal from West Coast Electric, LLC.

FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET
(2012-2013 PROPOSED FINAL BUDGET)

FUND 40

PROJECT TITLE	Adjusted Budget FY 2011-2012	ETC FY 2011-2012	Proposed Final Budget FY 2012-2013	Information Only FY 2013-2014	Information Only FY 2014-2015	Information Only FY 2015-2016
REVENUES						
Beginning Fund Balance	\$147,838	\$147,838	\$189,863	\$94,702	(\$205,084)	(\$205,084)
Transfer from Fund 10	\$30,000	\$0	\$0	\$0	\$0	\$0
Transfer from Fund 20 (thru Fund 10)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0
Prop 1A Payback and Interest from State	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$277,838	\$247,838	\$289,863	\$94,702	(\$205,084)	(\$205,084)
EXPENSES						
ROSSMOOR PARK						
Tennis Repaired & Resurfaced	\$40,400	\$41,075	\$0			
Replace Chain Link Fencing Around Backstops			TBD			
Tot Lot Equipment - Swing Set and Hooded Slide (1) to be consistent with safety regulations.	\$5,000	\$964	\$0			
Resurface Basketball Courts.		\$4,654	\$0			
MONTECTO						
Redesign Interior	\$65,000	\$28	\$20,000	\$95,000		
Redesign Courtyard			\$0	\$49,800		
Install Electronic Message Board (Eliminate)			\$0	\$0		
New Gate			\$0	TBD		
RUSH PARK						
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals)	\$19,200	\$592	\$0	\$14,000		
Rehabilitate and Upgrade Indoor Men's Restrooms (including waterless urinals)	\$3,120		\$3,120			
Upgrade Auditorium Lamp Fixtures and Install Emergency Lighting	\$19,950		\$19,950			
Replace Peripheral HVAC System in Auditorium			\$32,400			
Replace Temporary Picnic Canopy with Permanent Shade Structure			\$0	\$39,000		
Baseball Field - Replace with dustless dirt	\$35,000		\$35,000			
Tot Lot Equipment - Swing Set and Hooded Slides (2) to be consistent with safety regulations.	\$10,000	\$6,352	\$0			
Pour-in-Place Rubber Surfacing (Partial 2,132 sq.ft.) for Tot Lot to be consistent with safety regulations.	\$28,736		\$0	\$28,736		
Canopy Entrance for Auditorium			\$0	\$37,800		
Revise Landscape			\$0	\$20,700		
Install Solar Panels			\$0	TBD		
Parking Lot Repair		\$4,000	\$50,000			
Outlet and Circuit Breaker for Movies and Concerts in the Park. (TBD in which FY.) = \$10,500						
GENERAL						
Rossmoor Shopping Village Signage (requested by Board Jan. 2012)	TBD	\$310	\$24,050			
Scissor Lift and Utility Trailer (Recommend Removal)			\$0	\$14,750		
Irrigation Box for Rossmoor Triangle			\$5,400			
Replace Round Trash Cans for Rush, Rossmoor and Mini Parks.			\$5,241			
TOTAL EXPENSES	\$226,406	\$57,975	\$195,161	\$299,786	\$0	\$0
ENDING FUND BALANCE	\$51,432	\$189,863	\$94,702	(\$205,084)	(\$205,084)	(\$205,084)

WEST COAST ELECTRIC
11632 Paseo Bonita
Los Alamitos, Ca. 90720
Office- (562) 493-7502
Mobile- (310) 612-9449
Fax- (562) 493-7503
Contractors License C-10 #389647

Proposal



To: Henry Taboada, R.C.S.D. General Manager

From: West Coast Electric

Date: 7/2/2012

Re: Rush Park Auditorium Lighting upgrade

Henry - Following is the updated pricing to replace the old existing "drop-in" fixtures in the Auditorium and to upgrade the Emergency lighting.

#1) Demo existing (84) fixtures and replace with (66) new Prismatic lens fixtures, using (3) x 32 watt T-8 lamp units. **Cost is \$14,000.00**

#2) Upgrade the Emergency Egress lighting fixtures throughout the Auditorium. Includes R & R all existing EXIT fixtures with combination EXIT/"Bugeye" types similar to those installed adjacent to the stage, and installation of new "Bugeye" fixtures in the cordoned off areas of the Auditorium and in the Bathrooms. This is for (23) fixtures total. **Cost is \$4,500.00**

#3) Electrical Engineering / Title 24 calculations costs - **\$3,000**

Total for #1 & #2 & #3 is \$21,500.00

Notes-

County Permit/Planning Fees not included.

Wall & Ceiling surface repair may be required, but is not included in our price. I don't think there will be any, but it's always a possibility.

We did not include the cost of any necessary replacement ceiling tiles in our bid

Minor repairs to the existing lighting electrical wiring to include a review of existing conditions and necessary repairs or rewiring to ensure the circuits will support the lighting load is included

#1 upgraded to a Parabolic lens for a fresh look, add \$1,000.00

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-6

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: SECOND READING TO RESTRUCTURING OF BOARD
POLICIES RE: DISTRICT PARKS, FIELDS AND FACILITIES

RECOMMENDATION:

Give second reading to proposed amendments to Policy No. 6010 Requests for Use of District Property, Policy No. 6011 Rules and Regulations for the Use of District Property, Proposed naming and renumbering of Policy No. 6012 to Policy No. 6013 Joint Use of District Property for District Sponsored Programs, Proposed new Policy No. 6012 Group Picnics, Public Gatherings and Special Events, Policy No. 6015 Establishment of Fees and Charges for Use of District Parks, Buildings and Facilities, and Policy No. 6050 Facilities - Tennis Courts..

BACKGROUND:

You may recall that the District recently adopted a Memorandum of Understanding (MOU) between the District, the Los Alamitos Girls Softball League (LAGSL) and the Rossmoor Park Neighborhood (RPN). A key element of the MOU was the undertaking by the District of amendments to policies relating to the use and administration of the District property.

The proposed changes to policy are being recommended in order to provide additional clarity to the District's administration of the use of its recreational facilities as it relates to their use, as well as an attempt to mitigate impacts to neighboring communities. These changes are not intended to limit the use of these facilities, but rather, provide some gauge of their use, particularly by long-term users and larger one-time users, as a means of properly maintaining these facilities

and limiting to the degree practicable, the impacts from noise, congestion and traffic.

As directed by the Board, The Park Policy Committee met and discussed the use of District property. The discussion resulted in no recommended changes to the District's administration and use of its property. The proposed policies were also discussed with the MOU Committee on June 27, 2012. No changes are recommended as a result of that meeting.

Following is a brief summary of the proposed new policies and amendments to existing policies.

The recommended changes to Policy No. 6010 better define the User Permit procedures, conditions and its limitations.

The recommended changes to Policy No. 6011 better defines the rules and regulations for the use of District property and adds references for limitations and prohibited uses for all persons and groups.

The recommended renaming and renumbering of current Policy No. 2012 provides consistency of terms and sequencing of policies.

The proposed new Policy No. 6012 provides a grouping of procedures for group picnics, public gatherings and special events not previously addressed in other policies.

Minor changes to Policy No. 6015 update the fee schedule procedures for consistency with current operation of District property which includes a \$50 filing fee for Special Events.

Minor revisions to Policy No. 6050 update the changes to the reservation schedule of tennis play.

ATTACHMENTS:

1. Policy No. 6010 Requests for Use of District Parks and Facilities.
 - a. Current
 - b. Redline
 - c. Proposed

2. Policy No. 6011 Rules and Regulations for the Use of District Property.
 - a. Current
 - b. Redline

- c. Proposed
3. Policy No. 6012 Group Picnics, Public Gatherings and Special Events.
 - a. Proposed
 4. Previous Policy No. 6012 renumbered and renamed as Policy No. 6013.
 - a. Current
 - b. Proposed
 5. Policy No. 6015 Establishment of Fees and Charges for Use of District Property.
 - a. Current
 - b. Redline
 - c. Proposed
 6. Policy No. 6050 Facilities - Tennis Courts.
 - a. Proposed
 - b. Redline
 - c. Proposed

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 Mini-Park and Kempton Mini-Park. 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.

6010.03 Long-term Use: 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.

6010.10 Limitations: 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 6010.80.

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: Permits for Sunday organized use of playing fields, other than make-up games, 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 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 the 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.

6010.41 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.

6010.42 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.

6010.50 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 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.

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.

6010.60 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.

6010.70 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.

6010.80 Appeal to the Board: An applicant for a User Permit or any other interested person who disputes the decision of the General Manager regarding an application 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 agenda for the next scheduled Board meeting and payment of the appeal fee as set forth in the fee schedule.

Adopted: October 8, 2002
Amended: August 10, 2004
Amended: March 8, 2005
Amended: August 12, 2008
Amended: July 14, 2009

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT ~~PROPERTY~~ PARKS AND FACILITIES

6010.00 ~~District~~ Public Parks and Facilities: Rossmoor Community Services District (District)/RCSD) ~~parks and facilities include the Montecito Center, Rossmoor Park, Rush Park, Foster Mini Park and Kempton Mini Park. 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's buildings~~ 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.

6010.03 Long-term Use: Long-term use shall be limited to ~~between~~ six and twelve calendar 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 pursuant to Policy No. 6020—Long-Term Use. User Permits which exceed these limitations will require Board approval.

6010.10 Limitations: The General Manager shall have the authority to limit the hours ~~and/or~~ use for all events based on the type of activity planned based in accordance with Policy No. 6012—Group Picnics, Public Gatherings and Special Events. ~~proximity to homes, the noise level anticipated from the attendees and the availability of parking needed to accommodate the event.~~ Use of District Property ~~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. There will be no lighted reservations for courts past 9:00 p.m..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 6010.80.

6010.20 Priority of Use: The use of District ~~property~~ 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 athletic facilities playing fields, other than make-up games, 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 been scheduled, or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are participating in a part of organized play. Use of athletic facilities 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 Procedures: An applicant for a User Permit must be 18 years of age (See Policy No. 6060.30) in order to apply for the use of a park or facility. The permittee shall make the request application on forms provided by the District, accompanied by a User Permit processing fee. See Policy No. 6015 Establishment of Fees And Charges For Use Of District Property 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.

6010.41 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 No. 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.~~

6010.42 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.

6010.50 District Indemnification--: Application for a User Permit for groups of more than 7550 individuals wishing to use District property shall a field or facility must sign the District's Hold Harmless Agreement. A user permit issued by the District is required for outdoor gatherings in which more than 75 individuals will be present. Applications for outdoor gatherings groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmore Community Services District as additional insured and also 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.~~

District sponsored events are exempt from the permitting requirements outlined in Policy No. 6010.50—District Indemnification.

6010.60 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 refundable deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled event, less use. The refund will be denied, however, if another applicant has requested the 'same reservation fee'. A cancellation 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 prior to in advance of the scheduled event will result in forfeiture of hourly rate fees in addition to the reservation fee (security deposit will be refunded). If an extenuating circumstance occurs, renter, may fill out receive a partial refund application of fees and submit it to deposits only if the General Manager within 30 days of scheduled event date. General Manager may require additional documents to be submitted. 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.~~

6010.70 Cancellation by General Manager: Any reservation may be canceled by the General Manager if in his/her judgment the event parameters change in a manner that results in a violation of violates any District policies 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 less the "reservation fee."

6010.80 Appeal to the Board: An applicant for a User Permit or any other interested person who disputes the decision of the General Manager regarding an application 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 agenda for the next scheduled Board meeting and payment of the appeal fee as set forth in the fee schedule.

6010.90 General Conditions for User Permits: Following are general conditions pertaining to the use of District property. These conditions are not all inclusive and the General Manager may use his or her professional and reasonable discretion, within his/her authority, concerning the safe and proper utilization of such buildings and facilities. Special conditions imposed by the General Manager are binding and shall be noted on the User Permit,

6010.91 Minors: All individuals under eighteen (18) years of age shall be deemed to be minors. Events where the majority of attendees are minors must be chaperoned with a ratio of one adult for every ten minors.

6010.92 Temporary Modification to a Park or Facility: Routine upkeep and maintenance of fields and facilities shall be provided by the District. The General Manager, at his/her discretion, may authorize a user to perform specialized temporary treatment of District property with the user responsible for all costs associated with the specialized treatment. The user shall provide written information to the General Manager describing the desired temporary treatment, the reason for the treatment and the expected outcome from the treatment. Upon expiration of the authorized date of use, the General Manager may require the user to reimburse the District for the cost of restoring the District's property to its original state or require the user to conduct such restoration. If District property is allowed to be modified for any reason, the user and all contractors retained by the user for such

modifications shall provide a Certificate of Insurance naming the District as additional insured for any and all additions, changes, and shall indemnify the District should any harm or suits be filed naming the District, the District's staff or Directors. If District property is damaged beyond normal wear and tear, the user shall be billed for the additional cost required to make repairs or replacement.

6010.93 Donations: Any donation and/or installation of a building, structure, equipment or other item shall require approval by the Board and upon approval shall become property of the District. The District is responsible for the maintenance and upkeep of such item following acceptance.

6010.94 Gambling: No gambling activity is permitted within District property. This includes any activity whether organized or not which is defined by the State of California as gambling.

Adopted: October 8, 2002
Amended: August 10, 2004
Amended: March 8, 2005
Amended: August 12, 2008
Amended: July 14, 2009

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PROPERTY

6010.00 District Parks and Facilities: Rossmoor Community Services District (District) 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's buildings may be authorized for dedicated use (one to two years) when specifically approved by the Board pursuant to Policy No. 6030 Facilities—Dedicated Use.

6010.03 Long-term Use: Long-term use shall be limited to six and twelve calendar 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 pursuant to Policy No. 6020—Long-Term Use.

6010.10 Limitations: The General Manager shall have the authority to limit the hours and/or use for all events based on the type of activity planned based in accordance with Policy No. 6012—Group Picnics, Public Gatherings and Special Events. Use of District Property 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. There will be no lighted reservations for courts past 9:00 p.m.. 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 6010.80.

6010.20 Priority of Use: The use of District property 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.

6010.30 Sunday Organized Use: User Permits for Sunday organized use of athletic facilities 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 been scheduled, or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are participating in organized play. Use of athletic facilities 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 Procedures: An applicant for a User Permit must be 18 years of age (See Policy No. 6060.30) in order to apply for the use of a park or facility. The permittee shall make the request on forms provided by the District, accompanied by a User Permit fee. See Policy No. 6015

Establishment of Fees And Charges For Use Of District Property. 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.

6010.41 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 No. 6015, must be paid at least ten (10) calendar days prior to the scheduled event or the request is invalid.

6010.42 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.

6010.50 District Indemnification- Application for a User Permit for groups of more than 75 individuals wishing to use District property shall sign the District's Hold Harmless Agreement. A user permit issued by the District is required for outdoor gatherings in which more than 75 individuals will be present. Applications for outdoor gatherings of 150 or more individuals must include a Certificate of Insurance naming the Rossmore Community Services District as additional insured and also 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 must then provide a Certificate of Insurance naming the District as additional insured regardless of the size of the group.

District sponsored events are exempt from the permitting requirements outlined in Policy No. 6010.50—District Indemnification.

6010.60 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 refundable deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled event, less the 'reservation fee'. A cancellation made less than 10 days prior to the scheduled event will result in forfeiture of hourly rate fees in addition to the reservation fee (security deposit will be refunded). If an extenuating circumstance occurs, renter may fill out a refund application and submit it to the General Manager within 30 days of scheduled event date. General Manager may require additional documents to be submitted.

6010.70 Cancellation by General Manager: Any reservation may be canceled by the General Manager if in his/her judgment the event parameters change in a manner that results in a violation of District policies. 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 less the "reservation fee."

6010.80 Appeal to the Board: An applicant for a User Permit or any other interested person who disputes the decision of the General Manager regarding an application 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 agenda for the next scheduled Board meeting and payment of the appeal fee as set forth in the fee schedule.

6010.90 General Conditions for User Permits: Following are general conditions pertaining to the use of District property. These conditions are not all inclusive and the General Manager may use his or her professional and reasonable discretion, within his/her authority, concerning the safe and proper utilization of such buildings and facilities. Special conditions imposed by the General Manager are binding and shall be noted on the User Permit,

6010.91 Minors: All individuals under eighteen (18) years of age shall be deemed to be minors. Events where the majority of attendees are minors must be chaperoned with a ratio of one adult for every ten minors.

6010.92 Temporary Modification to a Park or Facility: Routine upkeep and maintenance of fields and facilities shall be provided by the District. The General Manager, at his/her discretion, may authorize a user to perform specialized temporary treatment of District property with the user responsible for all costs associated with the specialized treatment. The user shall provide written information to the General Manager describing the desired temporary treatment, the reason for the treatment and the expected outcome from the treatment. Upon expiration of the authorized date of use, the General Manager may require the user to reimburse the District for the cost of restoring the District's property to its original state or require the user to conduct such restoration. If District property is allowed to be modified for any reason, the user and all contractors retained by the user for such modifications shall provide a Certificate of Insurance naming the District as additional insured for any and all additions, changes, and shall indemnify the District should any harm or suits be filed naming the District, the District's staff or Directors. If District property is damaged beyond normal wear and tear, the user shall be billed for the additional cost required to make repairs or replacement.

6010.93 Donations: Any donation and/or installation of a building, structure, equipment or other item shall require approval by the Board and upon approval shall become property of the District. The District is responsible for the maintenance and upkeep of such item following acceptance.

6010.94 Gambling: No gambling activity is permitted within District property. This includes any activity whether organized or not which is defined by the State of California as gambling.

Adopted: October 8, 2002
Amended: August 10, 2004
Amended: March 8, 2005
Amended: August 12, 2008
Amended: July 14, 2009

Rossmoor Community Services District

Policy

No. 6011

RULES AND REGULATIONS FOR THE USE OF DISTRICT PROPERTY

6011.00 Purpose: The purpose of this policy is to provide for the orderly administration and control of the parks and buildings within the District and establish rules and regulations to provide a safe and enjoyable environment for those using these facilities.

6011.10 Definitions: For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:

6011.11 Alcoholic Beverage: Alcohol, spirits, liquor, wine, beer and every liquid or solid containing one-half of one (0.5) per cent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

6011.12 Board: The Board of Directors of the Rossmoor Community Services District.

6011.13 District: The Rossmoor Community Services District

6011.14 District Property: Every park and mini-park, building, facility, or vehicle parking area owned, managed or controlled by the District.

6011.15 Eviction: Revocation of any permit or permission to use a park and expulsion from such park or facility.

6011.16 General Manager: The General Manager of the District.

6011.17 Group "Group" means all Persons subject to the same permit.

6011.18 Person: Person means every individual, corporation, partnership, limited liability company, joint venture, association, social club, fraternal organization or any other group or combination of individuals including spectators.

6011.20 Management of District Facilities: The General Manager shall administer this policy or other related policies in such a way as to achieve the maximum benefit to the residents of Rossmoor and visitors. This policy shall be enforced by the General Manager and such of his/her agents as he/she may designate to perform said duty, as well as by any peace officer(s) having jurisdiction of any area in which a violation of any provision of this policy or other related policies may take place.

6011.30 Compliance: The privilege of any Person to use District parks and facilities is expressly conditioned upon compliance by that Person with the provisions of this policy as they apply to such use. Violation of any provision of this policy shall subject the Person violating to eviction from the park or facility in which the violation occurs and other parks or facilities, if deemed necessary.

6011.40 Hours of Operation: All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No Person shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its contractors, or for law enforcement officers.

6011.50 Vending and Commercial Solicitation; Authorization Required: No Person shall solicit primarily for commercial purposes in any manner, or sell or offer for sale any goods, wares, merchandise or food products, or offer services for compensation, or distribute or pass out any primarily commercial handbill or advertising material within any park without a written authorization from the General Manager. This section does not apply to any concession operated under authority granted by the Board.

6011.60 Eviction:

6011.61 Person Subject to Eviction: A Person is subject to eviction from a park when all of the following conditions occur:

- The Person is in violation of a park rule or regulation.
- The Person has been warned in a manner that is reasonably calculated to reach said Person that eviction may result from any further violation.
- After receiving such warning, a further violation occurs.
- Imposition of a lesser sanction will not reasonably suffice to cure the existing or ongoing violation of this policy.
- Where a violation of this policy is of such magnitude or seriousness as to pose an immediate threat of violence or other disruption of the public health, safety or welfare, no warning will be necessary prior to eviction.

6011.62 Person or Group Subject to Eviction: A Person or Group is subject to eviction from a park when any one of the following conditions occur and no lesser sanction reasonably appears to suffice:

- There is probable cause to believe that an unlawful assembly* exists pursuant to California Penal Code Section 407, as determined by an officer of the law.
- There is a clear and present danger of imminent violence which cannot reasonably be forestalled without eviction.
- There exists a Group sponsored or organized activity which violates one or more park rules and regulations and such Group sponsored organized activity has not ceased as a result of one or more warnings given to the group as a whole.
- There are multiple individual violations of park rules and regulations which have not stopped following the eviction of one or more such individual violators and violations continue after the Group has had a reasonable opportunity to cure them.

6011.70 Group Picnics or Public Gatherings-User Permit Required: No Person shall cause any picnic or public gathering involving the attendance of more than fifty (50) individuals to be held in any park without first obtaining a User Permit and signing the District's Indemnification form. User Permits will be issued on a first come, first served basis. Permits will continue to be issued until previously issued permits have exhausted the capacity of the park sought to be used.

6011.71 Group Picnics or Public Gatherings-District Certificate of Insurance Required: Picnics or public gatherings numbering 150 attendees or more must also secure a User Permit from the District on a first come, first served basis. Such groups must also obtain a certificate of insurance policy of at least \$1,000,000 naming the District as an additional insured.

6011.72 Reserving Park Spaces: Any user groups desiring to reserve a designated space in a park for a picnic or public gathering may do so by obtaining a User Permit, paying the fees called out in the District's Fee Schedule and signing the District's indemnification form. Groups of 150 or more persons must also meet the insurance requirements indicated above. Reservations may be made no more than six (6) months in advance for residents and no more than (3) months in advance for non-residents.

* An unlawful assembly is defined as follows: Whenever two or more person assemble and acting together to do an unlawful act, or to do a lawful act in a violent, boisterous or tumultuous manner, such assembly is an unlawful assembly

6011.80 Denial of a User Permit: The General Manager may decline to issue a permit when he/she determines that the Person or Group applying, has within the preceding twelve (12) months conducted previous similar events in parks operated by the District and such events have resulted in noise or other activities which disturbed other users of the parks or residents adjacent to the park, or where the applicant has, or members of his/her Group have, been evicted from a park, or where there was substantial damage to the park. If the General Manager declines to issue a permit he/she shall so notify the applicant in writing and set forth the reasons why a permit was not issued.

6011.81 Appeal to the Board: An applicant or other interested Person who disputes the decision of the General Manager regarding a User Permit Application may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting, and paying a reasonable fee.

6011.90 General Conditions for User Permits: Following are general conditions pertaining to the use of District Buildings and Facilities. These conditions are not all inclusive and the General Manager may use his or her professional and reasonable discretion, within his/her authority, concerning the safe and proper utilization of such buildings and facilities. Special conditions imposed by the General Manager shall be noted on the User Permit and are binding.

6011.91 Minors: All individuals under eighteen (18) years of age shall be deemed to be minors. Events where the majority of attendees are minors must be chaperoned with a ratio of one adult for every ten minors.

6011.92 Designated Areas: Groups are confined to the area(s) designated in the permit such as ball diamonds, soccer fields and reserves park spaces, as determined by the General Manager.

6011.93 Facility Use: No objects are to be attached to ceilings windows or walls nor are any type of nails, staples, tape, etc. permitted on ceilings, windows or walls of any District facility.

6011.94 Temporary Modification to a Park or Facility: Routine upkeep and maintenance of fields and facilities will be provided by the District. The General Manager, at his/her discretion, may authorize a user to perform specialized temporary treatment of a District park or facility with the user responsible for all costs associated with the specialized treatment. The user shall provide written information to the General Manager describing the desired temporary treatment, the reason for the treatment and the expected outcome from the treatment. Upon expiration of the authorized date of use, the General Manager may require the user to reimburse the District for the cost of restoring the District's park or facility to its original state or require the user to conduct such restoration. If a park or facility is allowed to be modified for any reason, the user and all contractors retained by the user for such modifications will be responsible to provide a Certificate of Insurance naming the District as additional insured for any and all additions, changes, and shall indemnify the District should any harm or suits be filed naming the District, the District's staff or Directors. If District parks or facilities are damaged beyond normal wear and tear, the user will be billed for the additional cost required to make repairs or replacement.

6011.95 Donations: Any donation and/or installation of a building, structure, equipment or other item shall require approval by the Board and upon approval shall become property of the District. The District is responsible for the maintenance and upkeep of such item following acceptance.

6011.96 Vehicles: No vehicles, motor-driven cycles, motorcycles, trucks or other vehicles are permitted within a park or on the sidewalk adjacent to any park without the prior authorization of the General Manager or Park Superintendent.

6011.97 Clean-up Following Use: Clean up of indoor and outdoor park facilities and replacing tables and/or chairs is the responsibility of the user. Users are required to clean up park and facility used,

wipe counters and equipment, clean up any spillage and remove all supplies not provided by the District. Users should report any malfunctioning equipment to the District Office for repair/replacement. If cleanup is not accomplished at an acceptable standard and the use of District employees is required to meet an acceptable standard, an appropriate amount will be withheld from the deposit at the discretion of the General Manager to cover the additional labor and material costs. See Policy No. 6015 Establishment of Fees and Charges for Use of District Buildings and Facilities.

6011.98 Skateboards, Roller Skates: No person shall ride a skateboard, roller skates or other conveyance whether propelled by motorized or human power or cause or permit same to roll or coast within any park area where the District has posted signs to prohibit such activity.

6011.99 Alcoholic Beverages: No Person shall consume any alcoholic beverage within the limits of any park, building, or building.

6011.100 Firearms, Weapons, Fireworks: No person shall have any fireworks, rockets, explosives, firearms, air gun, BB gun, slingshot, bow, hunting arrow or any weapon in his/her possession while within any park, or in any vehicle other than in a closed trunk or storage compartment while such vehicle is within the jurisdiction of the District. Nor shall any person discharge any fireworks, rockets, explosives, or weapons in any park or building.

6011.101 Domestic Animals: No person having custody of a cat, dog, or other domestic animal shall allow such animal in any park area without the ability to produce evidence that the animal is currently licensed as required by any other provision of law and provided such animal is restrained by a substantial leash not to exceed six (6) feet in length and is in the charge of a person competent to restrain such animal. All persons having charge of such animals shall immediately remove and dispose of in a sanitary manner, by placing in a closed or sealed container and depositing in a trash receptacle, any feces deposited by such animal upon any park property. The provisions of the section shall not apply to unsighted persons being accompanied by a guide dog.

This section shall not prevent the District from holding supervised public events in its parks in which domestic animals participate, nor shall this section prohibit the General Manager from issuing User Permits for group activities wherein dogs or cats will be under the responsible care of a person while not restrained by a leash while participating in a permitted event. Approvals for events in which animals other than dogs and cats participate are subject to specific approvals and conditions as determined by the General Manager.

6011.102 Golfing: No person shall use a golf club or similar device to strike, hit, or similarly propel a golf ball within the boundaries of any park.

6011.103 Unsafe Activity: No person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park.

6011.104 Rental Fees and Charges: See Policy No. 6015 Establishment of Fees and Charges for Use of District Parks, Buildings and Facilities.

6011.105 Amplified Sound: The use of amplification of sound is not permitted except as authorized by the General Manager.

6011.106 Smoking: Smoking of any substance by any means, including cigarettes, cigars, pipes or other devices is not permitted in any park, building or facility. Use of barbeques at Rossmoor Park and Rush Park is permitted.

6011.107 Gambling: No gambling activity is permitted in any District facility or park. This includes any activity whether organized or not which is defined by the State of California as gambling.

6011.108 Inflatable Devices: Devices which require inflation by mechanical means or compressed gas containers, commonly called “bouncers” or “jumpers” are not permitted in any District park or facility unless the Group has provided to the District a certificate of insurance for at least \$1,000,000, naming the District as an additional insured. Helium filled balloons are not permitted in the Rush Park Auditorium.

Adopted: Resolution 94-4, April 13, 1994
Approved renumbering & format: October 8, 2002
Reaffirmed: June 10, 2003
Amended: August 12, 2008
Amended: September 8, 2009
Amended: October 13, 2009

ROSSMOOR COMMUNITY SERVICES DISTRICT

Rossmoor Community Services District

Policy

No. 6011

RULES AND REGULATIONS FOR ~~THE~~ USE OF DISTRICT PROPERTY

6011.00 Purpose: The purpose of this policy is to provide for the orderly administration and control of ~~District property~~the parks and buildings within the District and establish rules and regulations to provide a safe and enjoyable environment for those using these facilities.

6011.10 Definitions: For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:

6011.11 Alcoholic Beverage: Alcohol, spirits, liquor, wine, beer and every liquid or solid containing one-half of one (0.5) per cent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

6011.12 Board: The Board of Directors of the Rossmoor Community Services District.

6011.13 District: The Rossmoor Community Services District

6011.14 District Property: Every park and mini-park, building, facility, court, field or vehicle parking area owned, managed or controlled by the District.

6011.15 Facility: May include any or all of the following: Rush Park Auditorium, East Room, West Room, Administration Building, kitchens, Rossmoor Park Community Center, Montecito Center.

6011.16 ~~owned, managed or controlled by the District.~~

6011.15 ~~Eviction:~~ Revocation of any permit or permission to use a park and expulsion from District property such park or facility.

6011.1746 General Manager: The General Manager of the District.

6011.1817 Group "Group" means all Persons subject to the same permit.

6011.1948 Person: Person means every individual, corporation, partnership, limited liability company, joint venture, association, social club, fraternal organization or any other Group~~group~~ or combination of individuals including spectators.

6011.12 User Permit: District approved written permission for event or function to take place on District property.

6011.20 Management of District PropertyFacilities: The General Manager shall administer this policy or other related policies in such a way as to achieve the maximum benefit to the residents of Rossmoor and

visitors. This policy shall be enforced by the General Manager and such of his/her agents as he/she may designate to perform said duty, as well as by any peace officer(s) having jurisdiction of any area in which a violation of any provision of this policy or other related policies may take place.

6011.30 Compliance: The privilege of any Person to use District ~~property parks and facilities~~ is expressly conditioned upon compliance by that Person with the provisions of this policy as they apply to such use. Violation of any provision of this policy shall subject the Person violating to eviction from the park or facility in which the violation occurs and other ~~District property parks or facilities~~, if deemed necessary.

6011.40 Hours of Operation: All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No Person shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its contractors, or for law enforcement officers or for District sponsored events accept as otherwise limited by Policy No. 6010.10—Limitations.

6011.50 Vending and Commercial Solicitation; ~~Permit Authorization~~ Required: No Person shall solicit ~~primarily~~ for commercial purposes in any manner, or sell or offer for sale any goods, wares, merchandise or food products, or offer services for compensation, or distribute or pass out any primarily commercial handbill or advertising material within or about any park without a written authorization from the General Manager, provided however, that this—This section does not apply to any concession operated under authority granted by the Board.

6011.60 Eviction:

6011.61 Person Subject to Eviction: A Person is subject to eviction from a park when all of the following conditions occur:

- The Person is in violation of a park rule or regulation.
- The Person has been warned in a manner that is reasonably calculated to reach said Person that eviction may result from any further violation.
- After receiving such warning, a further violation occurs.
- Imposition of a lesser sanction will not reasonably suffice to cure the existing or ongoing violation of this policy.
- Where a violation of this policy is of such magnitude or seriousness as to pose an immediate threat of violence or other disruption of the public health, safety or welfare, no warning will be necessary prior to eviction.

6011.62 Person or Group Subject to Eviction: A Person or Group is subject to eviction from a park when any one of the following conditions occur and no lesser sanction reasonably appears to suffice:

- There is probable cause to believe that an unlawful assembly* exists pursuant to California Penal Code Section 407, as determined by an officer of the law.
- There is a clear and present danger of imminent violence which cannot reasonably be forestalled without eviction.
- There exists a Group sponsored or organized activity which violates one or more park rules and regulations and such Group sponsored organized activity has not ceased as a result of one or more warnings given to the group as a whole.
- There are multiple individual violations of park rules and regulations which have not stopped following the eviction of one or more such individual violators and violations continue after the Group has had a reasonable opportunity to cure them.

6011.78 Unauthorized Motor Vehicles: No Person shall operate an unauthorized motor vehicle, four-wheel drive vehicle, motorcycle, motorbike, motor dirt bike, all-terrain vehicle, off highway vehicle or any other motorized vehicle within District property except as authorized by the General Manager.

~~**6011.786011.70** Group Picnics or Public Gatherings User Permit Required: No Person shall cause any picnic or public gathering involving the attendance of more than fifty (50) individuals to be held in any park without first obtaining a User Permit and signing the District's Indemnification form. User Permits will be issued on a first come, first served basis. Permits will continue to be issued until previously issued permits have exhausted the capacity of the park sought to be used.~~

~~**6011.71** Group Picnics or Public Gatherings District Certificate of Insurance Required: Picnics or public gatherings numbering 150 attendees or more must also secure a User Permit from the District on a first come, first served basis. Such groups must also obtain a certificate of insurance policy of at least \$1,000,000 naming the District as an additional insured.~~

~~**6011.72** Reserving Park Spaces: Any user groups desiring to reserve a designated space in a park for a picnic or public gathering may do so by obtaining a User Permit, paying the fees called out in the District's Fee Schedule and signing the District's indemnification form. Groups of 150 or more persons must also meet the insurance requirements indicated above. Reservations may be made no more than six (6) months in advance for residents and no more than (3) months in advance for non-residents.~~

~~* An unlawful assembly is defined as follows: Whenever two or more person assemble and acting together to do an unlawful act, or to do a lawful act in a violent, boisterous or tumultuous manner, such assembly is an unlawful assembly~~

~~**6011.80** Denial of a User Permit: The General Manager may decline to issue a permit when he/she determines that the Person or Group applying, has within the preceding twelve (12) months conducted previous similar events in parks operated by the District and such events have resulted in noise or other activities which disturbed other users of the parks or residents adjacent to the park, or where the applicant has, or members of his/her Group have, been evicted from a park, or where there was substantial damage to the park. If the General Manager declines to issue a permit he/she shall so notify the applicant in writing and set forth the reasons why a permit was not issued.~~

~~**6011.81** Appeal to the Board: An applicant or other interested Person who disputes the decision of the General Manager regarding a User Permit Application may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting, and paying a reasonable fee.~~

~~**6011.90** General Conditions for User Permits: Following are general conditions pertaining to the use of District Buildings and Facilities. These conditions are not all inclusive and the General Manager may use his or her professional and reasonable discretion, within his/her authority, concerning the safe and proper utilization of such buildings and facilities. Special conditions imposed by the General Manager shall be noted on the User Permit and are binding.~~

~~**6011.91** Minors: All individuals under eighteen (18) years of age shall be deemed to be minors. Events where the majority of attendees are minors must be chaperoned with a ratio of one adult for every ten minors.~~

~~**6011.92** Designated Areas: Groups are confined to the area(s) designated in the permit such as ball diamonds, soccer fields and reserves park spaces, as determined by the General Manager.~~

~~**6011.93** Facility Use: No objects are to be attached to ceilings windows or walls nor are any type of nails, staples, tape, etc. permitted on ceilings, windows or walls of any District facility.~~

~~**6011.94** Temporary Modification to a Park or Facility: Routine upkeep and maintenance of fields and facilities will be provided by the District. The General Manager, at his/her discretion, may authorize a user to perform specialized temporary treatment of a District park or facility with the user responsible for all costs associated with the specialized treatment. The user shall provide written~~

information to the General Manager describing the desired temporary treatment, the reason for the treatment and the expected outcome from the treatment. Upon expiration of the authorized date of use, the General Manager may require the user to reimburse the District for the cost of restoring the District's park or facility to its original state or require the user to conduct such restoration. If a park or facility is allowed to be modified for any reason, the user and all contractors retained by the user for such modifications will be responsible to provide a Certificate of Insurance naming the District as additional insured for any and all additions, changes, and shall indemnify the District should any harm or suits be filed naming the District, the District's staff or Directors. If District parks or facilities are damaged beyond normal wear and tear, the user will be billed for the additional cost required to make repairs or replacement.

~~6011.95 Donations:~~ Any donation and/or installation of a building, structure, equipment or other item shall require approval by the Board and upon approval shall become property of the District. The District is responsible for the maintenance and upkeep of such item following acceptance.

~~6011.96 Vehicles:~~ No vehicles, motor-driven cycles, motorcycles, trucks or other vehicles are permitted within a park or on the sidewalk adjacent to any park without the prior authorization of the General Manager or Park Superintendent.

~~6011.97 Clean up Following Use:~~ Clean up of indoor and outdoor park facilities and replacing tables and/or chairs is the responsibility of the user. Users are required to clean up park and facility used, wipe counters and equipment, clean up any spillage and remove all supplies not provided by the District. Users should report any malfunctioning equipment to the District Office for repair/replacement. If cleanup is not accomplished at an acceptable standard and the use of District employees is required to meet an acceptable standard, an appropriate amount will be withheld from the deposit at the discretion of the General Manager to cover the additional labor and material costs. See Policy No. 6015 Establishment of Fees and Charges for Use of District Buildings and Facilities.

~~6011.98 Skateboards: , Roller Skates:~~ No Person shall ride a skateboard, roller skates or other conveyance whether propelled by motorized or human power or cause or permit same to roll or coast within District property any park area where the District has posted signs to prohibit such activity.

~~6011.7999 Alcoholic Beverages:~~ No Person shall, within the limits of District property, possess or consume any alcoholic beverage within the limits of any park, building, or building.

~~6011.80100 Firearms, Weapons, Fireworks, Replica Firearms:–~~ No Person shall have any fireworks, ~~rockets, explosives,~~ firearms, replica firearms, air gun, paint ball gun, BB gun, slingshot or, bow or, hunting arrow or any weapon in his/her possession on District property, nor while within any park, or in any vehicle other than in a closed trunk or storage compartment while such vehicle is within the jurisdiction of the District. Nor shall any person discharge any firearm, fireworks, rockets, explosives, or weapon or display weapons in any replica firearm on District property, park or building.

~~6011.81 Controlling~~~~401~~ Domestic Animals:

Leash Required. No Person shall allow ~~person having custody of~~ a cat, dog, or other domestic animal in any park unless the shall allow such animal in any park area without the ability to produce evidence that the animal is currently licensed as required by any other provision of law and provided such animal is restrained at all times by a substantial leash not to exceed six (6) feet in length and ~~is in the~~ control charge of a person competent to restrain ~~the~~ such animal, or unless the animal is restrained and enclosed in a cage, crate or similar enclosure.

Animal Wastes. All ~~Persons~~ persons having charge of such animals shall immediately remove and properly dispose of animal excreta from any park in a sanitary manner, by placing in a closed or sealed container and depositing in a trash receptacle, any feces deposited by such animal upon

~~any park property. The provisions of the section shall not apply to unsighted persons being accompanied by a guide dog.~~

~~*Dog Shows.* Nothing in this~~ This section shall ~~not~~ prevent the District from holding supervised public events ~~on District property in its parks~~ in which domestic animals participate, nor shall ~~it~~ ~~this section~~ prohibit the General Manager from issuing ~~permits~~ ~~User Permits~~ for group activities wherein dogs ~~or cats~~ will be under the responsible care of a person while not restrained by a leash ~~or enclosed in a cage or similar enclosure while~~ ~~while~~ participating in a permitted ~~canine~~ event.

~~Approvals for events in which animals other than dogs and cats participate are subject to specific approvals and conditions as determined by the General Manager.~~

6011.82102 ~~Golfing:~~ No ~~Person~~ ~~person~~ shall use a golf club or similar device to strike, hit, or similarly propel a golf ball within the boundaries of any park.

6011.83103 ~~Unsafe Activity:~~ No ~~Person~~ ~~person~~ shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park.

6011.84 ~~Disorderly Conduct and Noise:~~ No Person shall ~~fight or challenge another person to fight or maliciously and willfully disturb another person by loud and unreasonable noise or who uses offensive language that is inherently likely to provoke an immediate violent reaction within District property~~

6011.85 ~~6011.104~~ ~~Rental Fees and Charges:~~ See Policy No. 6015 Establishment of Fees and Charges for Use of District ~~Property~~ ~~Parks, Buildings and Facilities.~~

6011.86 ~~Amplified Sound System, Music and Live Music-Permit Required:~~ No Person or Group shall ~~setup, use, operate or maintain an amplified sound system, music and live music within any park without first obtaining a User Permit which specifies such is permitted. The General Manager or staff are expressly given the authority to determine the maximum amplification permissible in areas designated consistent with other persons' enjoyment of District property.~~

~~**6011.105** ~~Amplified Sound:~~ The use of amplification of sound is not permitted except as authorized by the General Manager.~~

6011.87 ~~Fire Regulation:~~

~~**106** ~~Smoking:~~ Smoking of any substance by any means, including cigarettes, cigars, pipes or other devices is not permitted ~~on District property. The General Manager shall post smoking regulations at conspicuous locations.~~ ~~in any park, building or facility. Use of barbeques at Rossmoor Park and Rush Park is permitted.~~~~

~~*Barbecues.* Use of barbeques at parks and mini parks is permitted in designated cemented areas clear of trees and buildings with prior General Manager authorization. Smokers are prohibited. Hot coals may not be disposed of in any parks.~~

6011.88

~~**6011.107** ~~Gambling:~~ No gambling activity is permitted in any District facility or park. This includes any activity whether organized or not which is defined by the State of California as gambling.~~

6011.108 ~~Inflatable Devices:~~ Devices which require inflation by mechanical means or compressed gas containers, commonly called "bouncers" or "jumpers" are not permitted ~~on in any~~ District ~~property~~ ~~park or facility~~ unless the Group has provided to the District a certificate of insurance for at least \$1,000,000, naming the District as ~~an~~ additional insured. ~~"Bouncers" or "jumpers" which require the use of water are not permitted.~~ Helium filled balloons are not permitted in the Rush Park Auditorium.

6011.89 Electrical Outlets: No person shall use any outdoor electrical outlets in District parks.

Adopted: Resolution 94-4, April 13, 1994
Approved renumbering & format: October 8, 2002
Reaffirmed: June 10, 2003
Amended: August 12, 2008
Amended: September 8, 2009
Amended: October 13, 2009

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6011

RULES AND REGULATIONS FOR USE OF DISTRICT PROPERTY

6011.00 Purpose: The purpose of this policy is to provide for the orderly administration and control of District property within the District and establish rules and regulations to provide a safe and enjoyable environment for those using these facilities.

6011.10 Definitions: For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:

6011.11 Alcoholic Beverage: Alcohol, spirits, liquor, wine, beer and every liquid or solid containing one-half of one (0.5) per cent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

6011.12 Board: The Board of Directors of the Rossmoor Community Services District.

6011.13 District: The Rossmoor Community Services District

6011.14 District Property: Every park and mini-park, building, facility, court, field or vehicle parking area owned, managed or controlled by the District.

6011.15 Facility: May include any or all of the following: Rush Park Auditorium, East Room, West Room, Administration Building, kitchens, Rossmoor Park Community Center, Montecito Center.

6011.16 Eviction: Revocation of any permit or permission to use a park and expulsion from District property.

6011.17 General Manager: The General Manager of the District.

6011.18 Group "Group" means all Persons subject to the same permit.

6011.19 Person: Person means every individual, corporation, partnership, limited liability company, joint venture, association, social club, fraternal organization or any other Group or combination of individuals including spectators.

6011.12 User Permit: District approved written permission for event or function to take place on District property.

6011.20 Management of District Property: The General Manager shall administer this policy or other related policies in such a way as to achieve the maximum benefit to the residents of Rossmoor and visitors. This policy shall be enforced by the General Manager and such of his/her agents as he/she may designate to perform said duty, as well as by any peace officer(s) having jurisdiction of any area in which a violation of any provision of this policy or other related policies may take place.

6011.30 Compliance: The privilege of any Person to use District property is expressly conditioned upon compliance by that Person with the provisions of this policy as they apply to such use. Violation of any provision of this policy shall subject the Person violating to eviction from the park or facility in which the violation occurs and other District property, if deemed necessary.

6011.40 Hours of Operation: All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No Person shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its contractors, or for law enforcement officers or for District sponsored events accept as otherwise limited by Policy No. 6010.10— Limitations.

6011.50 Vending and Commercial Solicitation; Permit Required: No Person shall solicit for commercial purposes in any manner, or sell or offer for sale any goods, wares, merchandise or food products, or offer services for compensation, or distribute or pass out any primarily commercial handbill or advertising material within or about any park without a written authorization from the General Manager, provided however, that this section does not apply to any concession operated under authority granted by the Board.

6011.60 Eviction:

6011.61 Person Subject to Eviction: A Person is subject to eviction from a park when all of the following conditions occur:

- The Person is in violation of a park rule or regulation.
- The Person has been warned in a manner that is reasonably calculated to reach said Person that eviction may result from any further violation.
- After receiving such warning, a further violation occurs.
- Imposition of a lesser sanction will not reasonably suffice to cure the existing or ongoing violation of this policy.
- Where a violation of this policy is of such magnitude or seriousness as to pose an immediate threat of violence or other disruption of the public health, safety or welfare, no warning will be necessary prior to eviction.

6011.62 Person or Group Subject to Eviction: A Person or Group is subject to eviction from a park when any one of the following conditions occur and no lesser sanction reasonably appears to suffice:

- There is probable cause to believe that an unlawful assembly exists pursuant to California Penal Code Section 407, as determined by an officer of the law.
- There is a clear and present danger of imminent violence which cannot reasonably be forestalled without eviction.
- There exists a Group sponsored or organized activity which violates one or more park rules and regulations and such Group sponsored organized activity has not ceased as a result of one or more warnings given to the group as a whole.
- There are multiple individual violations of park rules and regulations which have not stopped following the eviction of one or more such individual violators and violations continue after the Group has had a reasonable opportunity to cure them.

6011.78 Unauthorized Motor Vehicles: No Person shall operate an unauthorized motor vehicle, four-wheel drive vehicle, motorcycle, motorbike, motor dirt bike, all-terrain vehicle, off highway vehicle or any other motorized vehicle within District property except as authorized by the General Manager.

6011.78 Skateboards: No Person shall ride a skateboard propelled by human power to roll or coast within District property.

6011.79 Alcoholic Beverages: No Person shall, within the limits of District property, possess or consume any alcoholic beverage.

6011.80 Firearms, Weapons, Fireworks, Replica Firearms: No Person shall have any fireworks, firearms, replica firearms, air gun, paint ball gun, BB gun, slingshot or bow or hunting arrow or any weapon in

his/her possession on District property, nor shall any person discharge any firearm, fireworks or weapon or display any replica firearm on District property.

6011.81 Controlling Domestic Animals:

Leash Required. No Person shall allow a dog or other domestic animal in any park unless the animal is restrained at all times by a substantial leash not to exceed six (6) feet in length and in the control of a person competent to restrain the animal, or unless the animal is restrained and enclosed in a cage, crate or similar enclosure.

Animal Wastes. All Persons shall remove and properly dispose of animal excreta from any park.

Dog Shows. Nothing in this section shall prevent the District from holding supervised public events on District property in which domestic animals participate, nor shall it prohibit the General Manager from issuing permits for group activities wherein dogs will be under the responsible care of a person while not restrained by a leash or enclosed in a cage or similar enclosure while participating in a permitted canine event.

Approvals for events in which animals other than dogs and cats participate are subject to specific approvals and conditions as determined by the General Manager.

6011.82 Golfing: No Person shall use a golf club or similar device to strike, hit, or similarly propel a golf ball within the boundaries of any park.

6011.83 Unsafe Activity: No Person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park.

6011.84 Disorderly Conduct and Noise: No Person shall fight or challenge another person to fight or maliciously and willfully disturb another person by loud and unreasonable noise or who uses offensive language that is inherently likely to provoke an immediate violent reaction within District property

6011.85 Rental Fees and Charges: See Policy No. 6015 Establishment of Fees and Charges for Use of District Property.

6011.86 Amplified Sound System, Music and Live Music-Permit Required: No Person or Group shall setup, use, operate or maintain an amplified sound system, music and live music within any park without first obtaining a User Permit which specifies such is permitted. The General Manager or staff are expressly given the authority to determine the maximum amplification permissible in areas designated consistent with other persons' enjoyment of District property.

6011.87 Fire Regulation:

Smoking. Smoking of any substance by any means, including cigarettes, cigars, pipes or other devices is not permitted on District property. The General Manager shall post smoking regulations at conspicuous locations.

Barbecues. Use of barbecues at parks and mini parks is permitted in designated cemented areas clear of trees and buildings with prior General Manager authorization. Smokers are prohibited. Hot coals may not be disposed of in any parks.

6011.88 Inflatable Devices: Devices which require inflation by mechanical means or compressed gas containers, commonly called "bouncers" or "jumpers" are not permitted on District property unless the Group has provided to the District a certificate of insurance for at least \$1,000,000, naming the District as additional insured. "Bouncers" or "jumpers" which require the use of water are not permitted. Helium filled balloons are not permitted in the Rush Park Auditorium.

6011.89 Electrical Outlets: No person shall use any outdoor electrical outlets in District parks.

Adopted: Resolution 94-4, April 13, 1994
Approved renumbering & format: October 8, 2002
Reaffirmed: June 10, 2003
Amended: August 12, 2008
Amended: September 8, 2009
Amended: October 13, 2009

ROSSMOOR COMMUNITY SERVICES DISTRICT**Policy****No. 6012**

GROUP PICNICS, PUBLIC GATHERINGS AND SPECIAL EVENTS

6012.00 Definitions: For the purpose of this policy, the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates the contrary:

6012.01 Group Picnics: An outing or occasion that involves eating outdoors with others

6012.02 Public Gatherings: A crowd or collection of people gathered together obtaining information or services

6012.03 Special Event: A short term land use activity that is distinct from the customary land use of the property on which it is conducted and that involves the potential for a substantial number of participants or spectators. Special Event includes the potential for a substantial number of participants or spectators. Special Event includes carnival, community festival, outdoor dining or other event as determined by the General Manager.

6012.10 Group Picnics or Public Gatherings-User Permit Required: No Person shall cause any picnic, meeting or other public gathering involving the attendance of more than fifty (75) individuals to be held in any park without first obtaining a User Permit from the District. User Permits will be issued when previously issued permits have not exhausted the capacity of the park sought to be used.

6012.20 Group Picnics or Public Gatherings-District Certificate of Insurance Required: Picnics or public gatherings numbering 150 attendees or more must reserve picnic area(s) or field space and also secure a User Permit from the District on a first come, first served basis. Such groups must also obtain a Certificate of Insurance for at least \$1,000,000 naming the District as an additional insured in accordance with Policy No. 6010.50 District Indemnification.

6012.30 Reserving Park Spaces-Rossmoor Residents and Community Youth Groups: Rossmoor residents or community youth groups desiring to reserve a designated space in a park for a picnic or public gathering may do so by obtaining a User Permit, paying the fees called out in the District's Fee Schedule and signing the District's indemnification form. Groups of 150 or more persons must also meet the insurance requirements indicated above and apply for a Special Event permit. Reservations may be made no more than six (6) months in advance.

6012.40 Denial of a User Permit: The General Manager may decline to issue a permit when he/she determines that the Person or Group applying, has within the preceding twelve (12) months conducted previous similar events in parks operated by the District and such events have resulted in noise or other activities which disturbed other users of the parks or residents adjacent to the park, or where the applicant has, or members of his/her Group have, been evicted from a park, or where there was substantial damage to the park. If the General Manager declines to issue a permit he/she shall so notify the applicant in writing and set forth the reasons why a permit was not issued.

6012.41 Appeal to the Board: An applicant or other interested Person who disputes the decision of the General Manager regarding a User Permit Application may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting, and paying fees established in fee schedule.

6012.50 Designated Areas: Groups are confined to the area(s) designated in the permit. Approval of an application for a baseball or softball diamond, for example, includes the space for the necessary outfield and does not include space between diamond outfields.

6012.60 Special Event-User Permit Required: No personal shall cause a Special Event to occur on District property without first obtaining a User Permit for a Special Event.

6012.70 Special Event Limitations: User Permits for Special Events may be subject to conditions to ensure that the permitted event does not interfere with other park uses or activities and is conducted in a safe and orderly manner. Such conditions shall be limited to the following requirements:

6012.71 Special Event Application: Submit application at least 30 days prior to the date of the proposed Special Event including a detailed description of the proposed special event including the following;

- a. Name of organizer and contact information
- b. Detailed description of the event
- c. Diagram of venue area and floor plan
- d. Hours of the event
- e. Layout of the event
- f. Anticipated number of workers, volunteers, attendees
- g. Security measures (if applicable)

6012.72 Pay fees for the use of "Event Attendant(s)" and facility/park use as established in the fee schedule;

6012.73 Pay filing fee as established in the fee schedule

6012.74 Pay cleaning/security deposit and fees determined by District staff

6012.75 Provide portable sanitary toilets/facilities in sufficient numbers to accommodate the expected number of attendees;

6012.76 Provide dumpster rental and clean-up of litter and debris after the event;

6012.77 Provide for control of the noise level of any sound amplification systems used so that applicable sound limits are not exceeded

6012.80 Special Event Regulations: Each Special Event agrees to adhere to the following regulations:

- a. Special Event shall be conducted entirely within the time period and the boundaries approved by the District.
- b. Provide a certificate of insurance adding the District as additionally insured in the amount of \$1,000,000 as defined in Policy No. 6012.20—Group Picnics or Public Gatherings-User Permit Required.
- c. Special Event organizer shall execute a written statement satisfactory to the General Manager whereby the organizer promises to indemnify, defend and hold harmless the District, District staff, District Board with respect to any liability for personal injury or property damage sustained by any person as a result of the Special Event.

6012.90 Special Event Permit Revocation: The General Manager may revoke a Special Event permit if the Special Event is conducted contrary to the conditions of approval, or if, the event violates any District policy or law. In the event of such a cancellation, notice shall be given to the event organizer as far in advance of the scheduled event as possible.

Adopted:

Rossmoor Community Services District

Policy

No. 6012

JOINT USE OF FACILITIES FOR DISTRICT SPONSORED PROGRAMS

6012.00 Joint Use Of Facilities: It is the District's objective to provide recreational, cultural and sports programs. The Board may enter into partnerships, or other joint use arrangements, with individuals or organizations to jointly provide such programs in furtherance of this objective.

6012.10 District Contribution To Jointly Sponsored Program Activities: The District's share of the cost of a partnership or joint use agreement may be covered partially or in full by providing the necessary facilities. At the Board's discretion, the established cost (see Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities) for the use of District facilities to the program's partner may be waived or reduced depending on the benefit of the program to the District.

6012.11 Joint Use Agreements: Partnerships or joint use arrangements approved by the Board shall be formalized into a written agreement which covers the terms and conditions of the partnership or joint use, as well as the responsibilities of the respective parties.

Adopted: June 14, 2005
Amended: August 12, 2008

PROPOSED

Rossmoor Community Services District

Policy

No. 6013

**JOINT USE OF DISTRICT PROPERTY FOR DISTRICT
SPONSORED PROGRAMS**

6013.00 Joint Use Of District: It is the District's objective to provide recreational, cultural and sports programs. The Board may enter into partnerships, or other joint use arrangements, with individuals or organizations to jointly provide such programs in furtherance of this objective.

6013.10 District Contribution To Jointly Sponsored Program Activities: The District's share of the cost of a partnership or joint use agreement may be covered partially or in full by providing the necessary facilities. At the Board's discretion, the established cost (see Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities) for the use of District facilities to the program's partner may be waived or reduced depending on the benefit of the program to the District.

6013.11 Joint Use Agreements: Partnerships or joint use arrangements approved by the Board shall be formalized into a written agreement which covers the terms and conditions of the partnership or joint use, as well as the responsibilities of the respective parties.

Adopted: June 14, 2005
Amended: August 12, 2008

Rossmoor Community Services District

Policy

No. 6015

ESTABLISHMENT OF FEES AND CHARGES FOR USE OF DISTRICT PARKS, BUILDINGS AND FACILITIES

6015.00 Facility Use: A primary purpose of the District is to operate buildings and recreational facilities for the benefit of residents.

6015.10 Facility Fees And Charges: The Board shall review the schedule of facility fees and charges annually, prior to adoption of the District's Final Budget, and make changes when appropriate in order to reflect the District's actual direct and indirect costs. Fees and Charges include, but are not limited to user fees, security deposits, event attendant fees, key and alarm deposits and cleaning deposits. The General Manager shall maintain a current schedule of fees and charges and make copies available upon request. Fees and charges which are adjusted by the Board during the period of use shall be charged or refunded to the applicant on a prorated basis.

6015.11 Deposits Required: All deposits required in the Schedule of Fees and Charges shall apply to short-term users, as well as long-term and dedicated users, i.e. key deposits, cleaning deposits, etc unless exempted within the Schedule of Fees and Charges. All deposits shall be kept current during the period of use; i.e., cleaning deposits used by the District for remedial action shall be resubmitted by the renter to constitute a current full deposit.

6015.12 Clean-up Following Use: Clean up of indoor and outdoor park facilities and replacing tables and/or chairs is the responsibility of the user. Users are required to clean up park and facility used, wipe counters and equipment, clean up any spillage, bag all trash and remove all supplies not provided by the District. Users shall report any malfunctioning equipment to the District Office for repair/replacement. If cleanup is not accomplished at an acceptable standard and the use of District employees is required to meet an acceptable standard, an appropriate amount will be withheld from the deposit at the discretion of the General Manager to cover the additional labor and material costs.

6015.13 Event Attendant Fees: The District may determine, in its sole discretion, to require that an Event Attendant be assigned to oversee the event or other use of the facility. Said Event Attendant will be an employee or other agent of the District and will oversee and otherwise monitor the activities and use of the applicable facility to determine whether the user is properly using the facility. For example, and not by way of limitation, the Event Attendant may monitor: (a) activities, use and treatment of the facility; (b) opening/unlocking and closing/locking of the facility; and (c) setting/turning off an alarm system. In the event the District requires an Event Attendant, the applicable Event Attendant Fees shall be imposed pursuant to the applicable District policy.

6015.14 Event Deposit: The District may determine, in its sole discretion, to require the payment of an Event Deposit in the amount set forth in the applicable District policy. The Event Deposit shall be applied toward any costs and expenses incurred by the District in responding to issues/questions which arise from the activity or event and/or otherwise taking action to bring the event, use or activity into compliance with the applicable District policy. For example, and not by way of limitation, the District may incur expenses in connection with assisting, and/or performing, activities related to (a) use and treatment of the facility; (b) opening/unlocking and closing/locking of the facility; and (c) setting/turning off an alarm system.

6015.15 Option of Event Attendant Or Event Deposit: The District may determine, in its sole discretion, to permit the user to elect to pay Event Attendant Fees for an Event Attendant or to pay the Event Deposit. The District retains the authority to determine, in its sole discretion, to require the user to pay the Event Attendant Fees or the Event Deposit. A user will not be charged both Event Attendant Fees and an Event Deposit for the same event/use.

6015.16 Return of Deposits: At the termination of the User Permit period, all applicable deposits will be returned to the renters within a reasonable time period for processing payment and to determine if all deposit conditions have been met. The General Manager shall have the discretion to determine if all or only part of a deposit shall be returned based on his/her assessment of the condition of the building or facility at the end of the fixed period of time. See Policy No. 6010 Requests for Use of District Parks, Buildings and Facilities, for other conditions.

6015.17 Hourly Rates: Hourly rates posted in the Schedule of Fees and Charges are for full hour usage. Any usage for less than an hour, or any usage that exceeds an hour, shall be rounded up to, and charged for, the full hour. Hourly fees apply to each hour of usage including set up and tear down time. Fees for tennis court reservations which are designated as one and one half hours are per reservation and cannot be rolled up.

6015.18 Per Diem Rates: Per diem rates are posted in the Schedule of Fees and Charges and are for full day usage such as reserving of a picnic area for the day.

6015.19 Appeal to the Board: A user who disputes the decision of the General Manager regarding the refund of deposits or calculation of fees may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the Agenda for the next scheduled Board meeting.

6015. 20 Fee Schedule The schedule of fees and charges is attached and is a part of this policy.

Adopted: Resolution 99-12-8-1, December 8, 1999
Adopted: Resolution 00-12-14-01, December 14, 2000
Adopted: Policy 6015, June 10, 2003
Amended: November 8, 2005
Amended: August 12, 2008
Amended: October 13, 2009
Amended: September 14, 2010

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6015

**ESTABLISHMENT OF FEES AND CHARGES FOR USE OF DISTRICT
PROPERTY PARKS, BUILDINGS AND FACILITIES**

6015.00 Facility Use: A primary purpose of the District is to operate buildings and recreational facilities for the benefit of residents.

6015.10 Facility Fees And Charges: The Board shall review the schedule of facility fees and charges annually, prior to adoption of the District's Final Budget, and make changes when appropriate in order to reflect the District's actual direct and indirect costs. Fees and Charges include, but are not limited to user fees, security deposits, event attendant fees, key and alarm deposits and cleaning deposits. The General Manager shall maintain a current schedule of fees and charges and make copies available upon request. Fees and charges which are adjusted by the Board during the period of use shall be charged or refunded to the applicant on a prorated basis.

6015.11 Deposits Required: All deposits required in the Schedule of Fees and Charges shall apply to short-term users, as well as long-term and dedicated users, i.e. key deposits, cleaning deposits, etc unless exempted within the Schedule of Fees and Charges. All deposits shall be kept current during the period of use; i.e., cleaning deposits used by the District for remedial action shall be resubmitted by the renter to constitute a current full deposit.

6015.12 Clean-up Following Use: Clean up of indoor and outdoor park facilities and replacing tables and/or chairs is the responsibility of the user. Users are required to clean up park and facility used, wipe counters and equipment, clean up any spillage, bag all trash and remove all supplies not provided by the District. Users shall report any malfunctioning equipment to the District Office for repair/replacement. If cleanup is not accomplished at an acceptable standard and the use of District employees is required to meet an acceptable standard, an appropriate amount ~~shall~~ will be withheld from the deposit at the discretion of the General Manager to cover the additional labor and material costs.

6015.13 Event Attendant Fees: The District may determine, in its sole discretion, to require that an Event Attendant be assigned to oversee the event or other use of ~~District property~~ the facility. Said ~~event~~ Event Attendant ~~shall~~ will be an employee or other agent of the District and ~~shall~~ will oversee and otherwise monitor the activities and use of the applicable facility to determine whether the user is properly using the facility. For example, and not by way of limitation, the Event Attendant ~~shall~~ may monitor: (a) activities, use and treatment of ~~District property~~ the facility; (b) opening/unlocking and closing/locking of the facility; and (c) setting/turning off an alarm system. In the event the District requires ~~and event~~ an Event Attendant, the applicable Event Attendant ~~Fees~~ Fees shall be imposed pursuant to the applicable District policy. ~~Cancellation of event less than five (5) business days prior to the event shall result in loss of Event Attendant Fees from deposit.~~

Style Definition: Title: Font: (Default) +Headings, 26 pt, No underline, Expanded by 0.25 pt, Left, Space After: 10 pt, Don't add space between paragraphs of the same style, Border: Bottom: (Single solid line, Auto, 0.5 pt Line width), Tab stops: Not at 4.38"

Style Definition: Subtitle: Font: (Default) +Headings, 12 pt, Italic, Expanded by 0.65 pt, Indent: Left: 0", Space After: 30 pt, Line spacing: Multiple 1.15 li, Tab stops: Not at 4.38"

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6015.14 Event Deposit: The District may determine, in its sole discretion, to require the payment of an Event Deposit in the amount set forth in the applicable District policy. The Event Deposit shall be applied toward any costs and expenses incurred by the District in responding to ~~issues~~ issues/questions which arise from the activity or event and/or otherwise taking action to bring the event, use or activity into compliance with the applicable District policy. For example, and not by way of limitation, the District may incur expenses in connection with assisting, and/or performing, activities related to (a) use and treatment of ~~District property~~ the facility; (b) opening/unlocking and closing/locking of the facility; and (c) setting/turning off an alarm system. ~~If Event Attendant is not required, events with more than 100 attendees shall be required to pay the event deposit.~~

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6015.17 Hourly Rates: Hourly rates posted in the Schedule of Fees and Charges are for full hour usage. Any usage for less than an hour, or any usage that exceeds an hour, shall be rounded up to, and charged for, the full hour. Hourly fees apply to each hour of usage including set up and tear down time. Fees for tennis court reservations which are designated as one and one half hours are ~~per reservation and cannot be rolled up.~~ per reservation and cannot be rolled up.

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6015.20 Fee Schedule: The ~~current fee schedule of fees and charges~~ is attached to and made a part of this policy.

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Adopted: Resolution 99-12-8-1, December 8, 1999
Adopted: Resolution 00-12-14-01, December 14, 2000
Adopted: Policy 6015, June 10, 2003
Amended: November 8, 2005
Amended: August 12, 2008
Amended: ~~October 13, 2009~~
Amended: ~~September 14, 2010~~

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6015

ESTABLISHMENT OF FEES AND CHARGES FOR USE OF DISTRICT PROPERTY

6015.00 Facility Use: A primary purpose of the District is to operate buildings and recreational facilities for the benefit of residents.

6015.10 Facility Fees And Charges: The Board shall review the schedule of facility fees and charges annually, prior to adoption of the District's Final Budget, and make changes when appropriate in order to reflect the District's actual direct and indirect costs. Fees and Charges include, but are not limited to user fees, security deposits, event attendant fees, key and alarm deposits and cleaning deposits. The General Manager shall maintain a current schedule of fees and charges and make copies available upon request. Fees and charges which are adjusted by the Board during the period of use shall be charged or refunded to the applicant on a prorated basis.

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6015.19 Appeal to the Board: A user who disputes the decision of the General Manager regarding the refund of deposits or calculation of fees may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting.

6015.20 Fee Schedule: The current fee schedule is attached to and made a part of this policy.

Adopted: Resolution 99-12-8-1, December 8, 1999
Adopted: Resolution 00-12-14-01, December 14, 2000
Adopted: Policy 6015, June 10, 2003
Amended: November 8, 2005
Amended: August 12, 2008
Amended:

Rossmoor Community Services District

Policy

No. 6050

FACILITIES – TENNIS COURTS

6050.10 Appropriate Etiquette: All persons playing on or visiting the Rossmoor tennis courts shall use commonly accepted tennis etiquette. All attempts shall be made not to disturb other players. The Rossmoor courts are primarily intended for the playing of games by two or more persons. A reservation does not take effect until two or more persons are present and ready to play.

6050.20 Use Limitation For Non-Reservation Players: Court use is limited to one hour for non-reservation players when there are people waiting. This does not mean that someone has to wait one hour, only that the party occupying the court has to surrender the court after one hour of use whenever anyone else appears and wishes to use the court to play or immediately if someone appears with a reservation in hand or posted on the Court Tennis Schedule at the east entrance to the tennis courts.

6050.30 Use Limitation For Players With Reservation: Court use for persons making a reservation is limited to a maximum of one and one-half hours (per day on Saturdays, Sundays, holidays and after 3:00 p.m. on weekdays).

6050.40 Expiration of Reserved Time: Courts shall be surrendered to the next waiting party when their playing time has expired. When a game is in progress at the time of expiration, play may continue up to a maximum of five (5) minutes to complete the game in progress. No new game, other than the concluding game of a set, should commence with less than five (5) minutes remaining on the allowable playing time.

6050.50 Advance Reservation: All reservations must be made no later than 4:00 p.m. PST. for use that evening or 4:00 p.m. on Friday for use that evening or the weekend through Monday at 4:00 p.m. Times during PDT shall be 3:00 p.m. The posting of the Court Tennis Schedule shall be done in a manner so as give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.

6050.51 Reservation Limit: No reservations may be made for more than two weeks in advance by residents and one week in advance by non-residents.

6050.52 Method of Payment: Payment for the use of reserved play time may be made at the District office during normal business hours or by placing the fee in an envelope provided at the District's Recreation office, and placing the envelope in the slot on the north wall of the Rossmoor Park Community Center building.

6050.53 Rain Check: A "rain check" or refund may be given, upon request, for a reservation that is not usable due to inclement weather, acts of God or other reasons deemed sufficient by the General Manager. A refund will be given for a reservation that is cancelled no less than twenty-four hours prior to the reserved time.

6050.60 Use By A Single Player: A single player may occupy a court for practice so long as it is available and there are no groups of two or more waiting. The court shall be vacated by the single player upon determination that there is a group of two or more waiting to play.

6050.70 Challenge Match: A challenge match, that may consist of up to six persons playing doubles, shall occupy a court for no more than two hours when there are persons waiting to play.

6050.80 Appropriate Footwear Required: All players shall use footwear which is appropriate for the hard court surface found at the Rossmoor courts. Such footwear shall not mark, chip, or otherwise damage the surface of the courts.

6050.90 Court Maintenance: The tennis courts will be closed for washing or maintenance each Wednesday morning from 7:00 a.m. to 10:00 a.m.. This provision is in effect even if there is no one actually washing or performing maintenance during this time.

6050.100 Court Reserved For Instruction: Courts may be reserved at various times for use in both private and group classes sponsored by the District. Reserved times will be posted on the reservations board adjacent to the courts.

6050.110 Prohibited Uses on Courts: Tennis courts are for tennis play only. The courts may not be used for other sports, rollerblading or skating, skate boarding, bicycling or any other wheeled device. Courts may not be used for picnicking, barbequing, or any other group activity. Dogs, whether leased or unleashed are not permitted within the tennis court complex. Failure to comply with these restrictions will subject the person or persons to eviction from the courts and the park facility in accordance with Policy No. 6010.60.

6050.120 Tennis Instruction: Tennis instruction by any individual shall not be offered for compensation without a permit approved by the General Manager pursuant to a written agreement approved by the Board.

Adopted: July 14, 1993
Amended: August 6, 1997
Approved renumbering & format: October 8, 2002
Reaffirmed: December 10, 2002
Amended: April 13, 2004
Amended: March 11, 2008

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6050

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6050.50 Advance Reservation: All reservations must be made no later than 14:00 p.m. PST. for use that ~~day evening~~ or 14:00 p.m. on Friday for use that evening or the weekend through Monday at 14:00 p.m. ~~Times during PDT shall be 3:00 p.m.~~ The posting of the Court Tennis Schedule shall be done in a manner so as give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.

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6050.50 Advance Reservation: All reservations must be made no later than 1:00 p.m. PST. for use that day or 1:00 p.m. on Friday for use that evening or the weekend through Monday at 1:00 p.m. The posting of the Court Tennis Schedule shall be done in a manner so as give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.

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Adopted: July 14, 1993
Amended: August 6, 1997
Approved renumbering & format: October 8, 2002
Reaffirmed: December 10, 2002
Amended: April 13, 2004
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ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-7

Date: July 10, 2012
To: Honorable Board of Directors
From: Consulting General Manager
Subject: HIRING OF PUBLIC EMPLOYEE-GENERAL COUNSEL

RECOMMENDATION:

Approve Employment Agreement with the law firm of Jenkins & Hogin as General Counsel for the District.

BACKGROUND:

At your Special Board Meeting on June 7, 2012, the Board took an action to hire the law firm of Jenkins & Hogin, LLP as Special Counsel due to a conflict of interest with BB&K and the County of Orange. At your Special Board Meeting of June 21, 2012, the Board took an action to dismiss BB&K as District General Counsel and asked the General Manager to secure a proposed Employment Agreement with the law firm of Jenkins & Hogin, LLP. That Employment Agreement is attached for your review and approval.

ATTACHMENTS:

1. Employment Agreement-Jenkins & Hogin, LLP
2. Jenkins & Hogin Profile.

**AGREEMENT FOR LEGAL SERVICES
FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT**

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of Jenkins & Hugin, LLP (hereinafter "the Firm") and the Rossmoor Community Services District (hereinafter "the District") as of July 10, 2012.

RECITALS:

A. The District desires to retain the Firm to discharge the duties of General Counsel and to provide legal services to the District related thereto.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

The Firm shall discharge the duties of the office of General Counsel of the District and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all services to the District of the kind and nature typically provided by an in-house General Counsel office, including litigation services, unless specifically exempted by this Agreement or otherwise determined by the Board. Representative of the legal services to be provided by the Firm are those services set forth in Exhibit "A" attached hereto. Gregg Kovacevich is designated as General Counsel for the District and shall be assisted by Michael Jenkins. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Mr. Kovacevich and Mr. Jenkins in the performance of this Agreement. The person serving as General Counsel may from time-to-time be changed upon approval of the Board without the necessity of amending this Agreement.

2. Billing Procedures and Monthly Statements.

2.1 The Firm's transactional services will be billed at \$225/hr and litigation services at the rates set forth in Exhibit A.

2.2 Payment for all services shall be made on or before the last day of each month for services rendered during the preceding month. The Firm shall submit to the District, within 10 days after the end of each calendar month, a general statement of professional services provided.

2.3 The Firm will not bill the District for routine copying, telephone, mileage, facsimile or word processing or electronic research within the Firm's current Westlaw Plan, which shall include California statutes and case and Ninth Circuit cases. The Firm will bill the District, without any mark-up, actual expenses for out-of-contract electronic legal research, parking, filing fees, transcripts, delivery charges, extraordinary copying and similar out-of-pocket expenses. These items will be separately designated on the Firm's monthly statements as "disbursements" and will be billed in addition to the fees for professional services.

3. Term of the Agreement.

This Agreement shall commence as of July 10, 2012 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 5 hereof.

4. Resolution of Fee Disputes.

The District is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that District chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, District agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

5. Termination of the Agreement.

The District may terminate this Agreement, with or without cause, upon written notice to the Firm. The Firm may terminate, with or without cause, on ninety (90) days written notice to the District. In either event, the District agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm's services, District will remain obligated to pay to the Firm all fees and costs incurred prior to termination.

6. Conflict of Interest.

The Firm represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any legal representation which is in conflict with the legal services to be provided the District under this Agreement.

The Firm represents that no District employee or official other than the members of the Firm has a material financial interest in the Firm. During the term of this Agreement and/or as a result of being awarded this contract, the Firm shall not offer, encourage or accept any financial interest in the Firm=s business from any District employee or official.

7. Files.

All legal files of the Firm pertaining to the District shall be and remain the property of District. The Firm shall control the physical location of such legal files in a secure and accessible location during the term of this Agreement and be entitled to retain copies of such files, at the Firm=s expense, upon termination of this Agreement.

8. Modifications to the Agreement.

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the written approval of the parties. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the District.

9. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. The Firm shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

10. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm and it shall not be assigned or delegated without the prior written consent of the District. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest and where otherwise agreed to by the parties hereto.

11. Insurance.

11.1 The Firm shall obtain and maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. Said insurance policy shall provide coverage to the District for any damages or losses suffered by the District as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm.

11.2 The Firm shall, if and as prescribed by law, obtain and maintain Workers' Compensation insurance in accordance with Section 3700 of the California Labor Code.

11.3 The Firm agrees to notify District in the event the limits of its insurance should fall below the coverage stated in this paragraph or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

12. Indemnification.

12.1 The Firm agrees to indemnify, hold harmless and defend District and District Board, its officers, employees, agents and volunteers, from any and all liability or financial loss including legal expenses and costs of expert witnesses and consultants resulting from any suits, claims, losses or actions brought by any person or persons, by reasons of injury and arising directly or indirectly from the negligent or wrongful activities and operations of the Firm, including its officers, agents, employees, or subcontractors in the performance of this Agreement.

12.2 Notwithstanding the provisions of paragraph 12.1, District acknowledges its statutory obligation under California Government Code section 825 *et seq.* to defend and indemnify the Firm's attorneys from and against all and any claims, actions and liabilities arising from work performed within the scope of their duties under this Agreement.

12.3 The provisions of this Paragraph 12 shall survive the termination of this Agreement.

13. Legal construction.

13.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

13.3 The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

13.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

14. Notices.

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO DISTRICT: Henry Taboada, General Manager
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720

TO FIRM: Michael Jenkins
Jenkins & Hogin, LLP
1230 Rosecrans Avenue Suite 110
Manhattan Beach, CA 90266

15. Warranty of Authorized Signatures.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

16. Entire Agreement.

This Agreement, together with any written modification pursuant to Paragraph 8 above, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of either party relating to the subject matter hereof. This Agreement supersedes in its entirety the Agreement for Legal Services between the parties dated June 7, 2012, which agreement shall be deemed terminated and of no further force and effect; provided, however, that the Firm shall be compensated for the services performed by the Firm under the June 7, 2012 agreement in accordance with its terms.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

Dated: _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

By _____
President Alfred Coletta

ATTEST:

BOARD SECRETARY

Dated: _____

JENKINS & HOGIN, LLP
A Limited Liability Partnership

By _____
MICHAEL JENKINS

EXHIBIT A

A. The general legal services to be provided by the Firm to the District shall include, without limitation, the following:

1. Provide routine legal assistance, advice and consultation to the District Board of Directors and to District staff relating to all matters within its statutory jurisdiction, general and routine public employee relations issues, interpretation of ordinances and policies, potential liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Prepare for and attend regular, special or adjourned meetings of the Board of Directors as requested.
5. Telephone consultations with Board members and staff.
6. Coordination with and supervision of outside counsel.

B. The litigation services performed under this Agreement shall be provided at the hourly rate of \$295 per hour for lawyers with more than 15 years experience, \$250 per hour for lawyers with 6 to 15 years of experience and \$190 for lawyers with less than 6 years experience.

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About Us

JENKINS & HOGIN, LLP is a South Bay-based law firm formed in 2001 which specializes in the practice of municipal law. J&H is a team of lawyers who have devoted their careers to representing public entities. The firm currently serves as city attorney for the cities of Chino Hills, Diamond Bar, El Segundo, Hermosa Beach, Lomita, Malibu, Monterey Park, Port Hueneme, Rolling Hills, Santa Paula, and West Hollywood; as General Counsel for the South Bay Cities Council of Governments and the Westside Cities Council of Governments, the Los Angeles County West Vector Control District, West Valley Mosquito & Vector Control District, Antelope Valley Mosquito & Vector Control District and the San Gabriel Valley Mosquito & Vector Control District. The firm also serves as special counsel to various cities and other public agencies throughout California.

THE FIRM'S PHILOSOPHY

The most important ingredient to the successful attorney/client relationship is the client's trust in the judgment and advice of its attorney. The firm's lawyers are highly regarded in their field by both clients and colleagues; they are thoughtful and creative lawyers with proven track records in highly challenging and diverse municipal environments.

Our philosophy of service is grounded in these basic principles:

- We are lawyers, not managers. As city attorneys, we provide legal advice to city councils (and their advisory bodies) and staff; we do not meddle in managerial responsibilities that rightfully belong to the City Manager and his or her staff.
- We are lawyers, not policy makers. As city attorneys, we provide clear, understandable and independent legal advice. Our job is to evaluate and communicate options, keep our cities out of trouble and leave policy-making to the persons elected to do that job.
- We are lawyers, not politicians. As city attorneys, we provide the same advice to all members of a city council and give the advice we think is legally correct. We steer clear of local politics.

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Michael Jenkins

Mr. Jenkins currently serves as City Attorney for the cities of Diamond Bar, Hermosa Beach, Rolling Hills and West Hollywood, as General Counsel to the Los Angeles County West Vector Control District and the San Gabriel Valley Mosquito and Vector Control District, as General Counsel to the South Bay Cities Council of Governments, and as special counsel for numerous municipalities around the State, including Torrance, Oceanside, Fresno and Palo Alto. Mr. Jenkins has previously served as city attorney for the cities of Avalon, Hidden Hills, La Habra Heights, Malibu, Solvang and Westlake Village.

Prior to establishing the firm with Ms. Hogin, Mr. Jenkins was a senior shareholder at Richards, Watson & Gershon, where he specialized in the practice of municipal law since joining the firm in 1978. During his tenure at the firm, he served for many years on its Management Committee and as Chair of its Public Law Department.

In the course of his career, Mr. Jenkins has developed expertise in many facets of public law, including municipal incorporation, constitutional law, land use regulation, public works construction, open meetings law, elections law and municipal litigation. Mr. Jenkins has been responsible for the legal affairs of a diverse array of Southern California municipalities.

Mr. Jenkins' statewide stature in the field of municipal law is evidenced by his service as President of the City Attorneys Department of the League of California Cities (1993), his leadership in co-authoring the original version of the League's Municipal Law Handbook and chairing the League's Brown Act Committee, in which capacity he negotiated on behalf of California cities major changes to the State's open meeting laws, which took effect in 1994. Most recently, he served as Editor for *Open & Public III*, the League's manual on the Brown Act. Mr. Jenkins also served as President of the City Attorneys Association of Los Angeles County and Member of the Executive Committee of the Public Law Section of the State Bar (and Editor of the Section Newsletter).

Mr. Jenkins is also a devoted educator in his field. For the past sixteen years he has taught local government law at the University of Southern California Law Center. He is a frequent lecturer on municipal law subjects and has authored numerous published articles in the field. During 1994-1996, he advised the California Constitutional Revision Commission on behalf of the League of Cities with respect to home rule issues affecting both charter and general law cities. Mr. Jenkins is the author of numerous training programs and exercises for lawyers in his field.

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Christi Hogin

Christi Hogin currently serves as City Attorney for the cities of Lomita, Malibu and Palos Verdes Estates. She also serves as Assistant City Attorney in West Hollywood and provides legal services to other firm clients. Before establishing the firm with Mike Jenkins, Christi viewed municipal law from a number of perspectives: two large firms, an in-house office and even a tour of duty as an Interim City Manager. She worked for Malibu from its incorporation in 1991 (and before that provided legal services to the city council-elect), including 5 years as in house city attorney from 1994 until June 1999. Christi has advised and represented many public agencies, including cities, redevelopment agencies and rent control boards. She specializes in land use, rent control, coastal and election law. She is active in the League of California Cities. She chairs the Coastal City Attorneys Caucus. She is editor of the Environmental Protection section for this 2010 revisions to the Municipal Law Handbook and serves as the Chair of the Municipal Law Handbook Committee for the 2011 edition. She also represented the City Attorneys Department on the League's Environmental Quality Policy Committee. Christi is a past President of the City Attorneys Association of Los Angeles County.

Christi Hogin has an active mandamus and appellate litigation practice. Her published cases include the following:

Save Tara v. City of West Hollywood (2008) 45 Cal.4th 116 (CEQA case involving environmental review of conditional agreement between city and non-profit affordable housing provider);

City of West Hollywood v. Beverly Towers (1992) 52 Cal.3d 1184 (vested rights in the condominium conversion context);

Santa Monica Baykeeper v. City of Malibu (2011) 193 Cal.App.4th 1538 (CEQA case)

City of Port Hueneme v. Oxnard Harbor Dist. (2007) 146 Cal.App.4th 511 (statutory construction case);

Pope v. Superior Court (2006) 136 Cal.App.4th 871 (term limits initiative; challenge to candidate's name on the ballot);

Trancas Property Owners Assn. v. City of Malibu (2006) 138 Cal.App.4th 172 (Procedural issue);

Taxpayers for Liable Communities v. City of Malibu (2005) 126 Cal. App. 4th 1124 (Brown Act/Open Meeting Law case);

Visher v. City of Malibu, 126 Cal.App.4th 364 (2005) (anti-SLAPP suit case);

City of Malibu v. California Coastal Com'n (2004) 121 Cal.App.4th 989 (special legislation referendum case);

City of Malibu v. Santa Monica Mountains Conservancy (2002) 98 Cal.App.4th 1379 (state owned property subject to City zoning laws);

Trancas Property Owners Assn v. City of Malibu (1998) 61 Cal.App.4th 1058 (deference to local agency interpretation);

Las Tunas Geologic Hazard Abatement District v. City of Malibu (1996) 38 Cal.App.4th 1002 (statutory interpretation)

Re-Open Rambla Inc. v. Board of Supervisors, 39 Cal.App.4th 1499 (1995) (newly incorporated city's responsibility for county roads);

People v. Scott, 20 Cal.App.4th Supp. 5 (1993) (constitutionality of local no camping ordinance);

Getz v. City of West Hollywood, 233 Cal.App.3d 625 (1991) (rent control case);

West Hollywood Concerned Citizens v. City of West Hollywood, 232 Cal.App.3d 486 (1991) (rent control case);

Amicus Briefs: Marine Forests v. California Coastal Commission (2005) 36 Cal.4th 1104 (amicus brief case involving separation of powers); Del Oro Hills v. City of Oceanside (1995) 31 Cal.App.4th 1060 (amicus brief; damages in Atakings case); Consaul v. City of San Diego (1992) 6 Cal.App.4th 1781 (filed amicus brief; vested rights in land development context)

Christi Hogin's publications include the following:

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- Author, "Because Property and Communities are Inextricably Linked, Bell 'Tolls for Thee:' A look at the Impact of the Bell Scandal for Real Estate Professionals," USC 2011 Real Estate Law & Business Forum
- Author, "Litigation Update: Recent Court Decisions that Affect Planning Decisions," League of California Cities Planners Institute, March 2011
- Author, "eDiscovery, Electronic Records and Other Virtual Headaches for the Custodian of Records," California City Clerks Association, 2010
- Author, "Public Access and the Coastal Act," Coastal Law CLE Seminar, 2010
- Author, "Advising Cities on Green Strategies if You're Not Mr. Science, Esq.," League Continuing Legal Education, February 2009
- Author, "Building Green With Carrots & Sticks," Western Cities Magazine, May 2008
- Author, "Building Green with Carrots & Sticks the City Attorney's Guide", League of California Cities, City Attorneys Department September 2007
- Author, "LCP Amendments in Theory and in Practice," CLE International Seminars, December 2007
- Author, "CEQA: Knowing the Environmental Impact & Managing the Lawyer Magnet," Planners Institute 2006
- Author, "Planning for the Legal Challenge: Success in the Courtroom Begins in Council Chambers," Planners Institute, 2008
- Author, "Making the CEQA Record," CLE International Seminars, 2007
- Author, "The Struggle for Local Control: An Update from the Coastal Frontline The Public Law Journal" (Summer 2003);
- Author, "Can Barbra Streisand Confer Governmental Immunities to the Father of the Bride? And other Modern Dilemmas of Governmental Immunities", League of California Cities, City Attorneys Department, 2002
- Author, "The Impact of Cityhood on Land Use, Real Estate Section," Los Angeles County Bar Association, October 2002
- Author, "The Building Permit Rule is Alive and Living in California: A Second Look at the Vested Rights Doctrine," Shepard's California Land Use Reporter, 1993
- Author, "Things That Can Be Regulated Outside: Camping in Public Places and Street Vendors," League of California Cities, City Attorneys Department, 1992
- Contributing Author, Municipal Law Handbook, California League of Cities, 1993 (authored section on Water Quality), 2010 (edited Environmental Protection chapter), 2011 (chaired committee of editors)
- Contributing Author, A Municipal Law Practitioner's Directory, League of California Cities, 1995 (authored section on contracts with special counsel)
- Co-Author, "The Rent Control Wars: An Update from the Front," California Land Use Institute, 1991

Christi received her B.A. degree in 1985 from the University of California at Los Angeles, in Political Science and Women's Studies and was elected to Phi Sigma Alpha, a national political science honor society. She received her J.D. 1988, Washington College of Law, American University, where she served as the Managing Editor, *American University Law Review*.

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Trevor Rusin

Holly Agrusa

Gregg Kovacevich

Mr. Kovacevich graduated Pepperdine Law School in 1995 and earned his Masters of Law from University of San Diego School of Law in 1996. Mr. Kovacevich's practice has been concentrated in the area of land use law, including advising the Malibu Planning Commission and defending the city in challenges under CEQA in both the trial and appellate courts. He has represented both public and private clients in complex land use and entitlement matters. He is experienced in negotiating leases and contracts and in managing construction projects. Mr. Kovacevich is also a trained mediator.

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