

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board
Agenda Package

September 12, 2023

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

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, September 12, 2023

7:00 p.m.

PUBLIC PARTICIPATION

Please be advised that the public can observe the meeting live on YouTube using the following link:
<https://youtu.be/xNrQVDEhnm> The name is **Rossmoor CSD**.

This Board meeting will take place in person. Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the District Secretary at RCSD@rossmoor-csd.org. Comments received by 3:00 p.m., on the date of the meeting will be provided to the Board of Directors, made available to the public, and will be a part of the meeting record.

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

A. ORGANIZATION

- | | |
|-------------------------|--|
| 1. CALL TO ORDER: | 7:00 p.m. |
| 2. ROLL CALL: | Directors Barke, Maynard, Searles and Shade
President DeMarco |
| 3. PLEDGE OF ALLEGIANCE | Director Searles |

4. PRESENTATIONS:

- a) PRESENTATION BY DOUGLAS DAVERT (CHAIR) AND JAMES FISLER
(COMMISSIONER) ORANGE COUNTY LOCAL AREA FORMATION COMMISSION
(OCLAFCO)

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. PRESENTATION BY SENIOR CIVIL ENGINEER WEI ZHU, ORANGE COUNTY PUBLIC WORKS TRAFFIC INVESTIGATIONS AND STUDIES

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of July 11, 2023
- b. Regular RCSD Board Meeting of August 8, 2023

2. JULY 2023 REVENUE AND EXPENDITURE REPORT

3. PARKS/FACILITIES MAINTENANCE REPORT – OMERO PEREZ

4. RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER SERVICES WITH MICHAEL EUGENE RANESES

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

F. PUBLIC HEARING:

None.

G. RESOLUTIONS:

None.

ORDINANCES:

None.

H. REGULAR CALENDAR

1. DISCUSSION AND POSSIBLE ACTION REGARDING BIDS RECEIVED FOR PICKLEBALL COURT CONVERSION AND RESURFACING OF TENNIS AND BASKETBALL COURTS.

I. GENERAL MANAGER ITEMS

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

J. BOARD MEMBER ITEMS

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

K. GENERAL COUNSEL ITEMS

This part of the agenda is reserved for General Counsel to make comments, announcements and reports of activities that are legal in nature. The Board may not discuss or take action on items not on the agenda.

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 website at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the September 12, 2023, 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:

Carolyn Whang

09/06/2023

CAROLYN WHANG
Administrative Assistant

Date _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4(a)

Date: September 12, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: PRESENTATION BY DOUGLAS DAVERT (CHAIR) AND JAMES FISLER (COMMISSIONER) ORANGE COUNTY LOCAL AREA FORMATION COMMISSION (OCLAFCO)

INFORMATION

At tonight's meeting, Douglas Davert, Chair and James Fisler, Commissioner, from the Orange County Local Area Formation Commission (OCLAFCO) will provide an update relevant to Special Districts in Orange County.

ATTACHMENTS

1. The Special Districts Dialogue – September 2023

The Special Districts Dialogue

Volume 2, Number 3, September 2023

An update from your Special District Representatives on OC LAFCO



Douglass Davert
Chair
 (714) 318-9550
DougDavert@ca.rr.com



James R. Fisler
Commissioner
 (714) 423-4351
Jim@JimFisler.com



Kathryn Freshley
Alternate
 (949) 632-2653
KateGolfer@comline.com

Honorable Special District Members, the [Orange County Local Agency Formation Commission](#) (the Commission, OC LAFCO) held meetings on [June 14](#) and [August 9](#), 2023. The Commission's **next meeting is Wednesday, September 13, starting at 8:15 a.m.** in the County Administration North (CAN) First Floor Multipurpose Room 101, at 400 W. Civic Center Drive, Santa Ana, CA 92701. During the last quarter, OC LAFCO's activities relevant to special districts included:

- **[Fiscal Year 2022-2023 Year-End Report](#)** – At its August 9th meeting, the Commission received a report of staff's FY 22/23 accomplishments, including work completed on OC LAFCO's mandates -- conducting MSRs, sphere reviews and updates, and processing applications -- and progress on the Commission's four Strategic Plan Goals – OC LAFCO: 1) is fully staffed and trained; 2) implemented MSR process improvements, including using consultant services, allowing the completion of MSRs within a planned cycle; 3) adopted guidelines to facilitate proactive legislative efforts; and, 4) developed communication documents for increased outreach to local agencies, legislators, and other OC LAFCO constituents. At the Commission's direction, OC LAFCO's newsletter, "The Pulse," will be sent to all City and Special District Clerks for distribution to all Council/Board members, City Managers, and Special District General Managers.
- **4th Cycle MSR Schedule** – The MSRs for the [West](#) and [Southwest](#) Regions were reviewed and approved by the Commission at their August 9th meeting. Upcoming Special District MSRs for FY 2023-24 include: OC Water District and OC Vector Control District (both in progress), and districts in the Central and Southeast Regions.
- **[OC LAFCO Fiscal Indicators & Website Refresh](#)** – Staff [presented](#) (at OC LAFCO's May 10th meeting) an updated Fiscal Indicators Program, intended to provide a general indication of an agency's fiscal health and to flag trends that may warrant added evaluation. The new program will use indicators established for cities by the CA State Auditor for all LAFCO agencies. Staff plans to include the updated indicators with the [OCLAFCO.org](#) refresh to be completed by end of 2023.
- **[OC LAFCO 2023 Calendar](#)** lists meetings, office closures, and the [CALAFCO Annual Conference](#).

[OC LAFCO Info to Know – Acronym of the Quarter: "CALAFCO"](#) – California Association of Local Agency Formation Commissions, a nonprofit association that represents and supports the work of LAFCOs statewide.

2023 MEETING AND EVENTS CALENDAR

Approved _____ 2023

2023



January						
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- OC LAFCO Regular Meeting (*begins at 8:15 a.m.*)
Location: County Administrative North, First Floor Multipurpose Room 101, 400 W. Civic Center Dr., Santa Ana, CA 92701.
- Office closure due to legal holidays and flexible work schedule.
- CALAFCO Annual Conference - October 18 - 20, 2023 at Hyatt Regency Monterey.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: September 12, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: PRESENTATION BY SENIOR CIVIL ENGINEER WEI ZHU, ORANGE COUNTY PUBLIC WORKS TRAFFIC INVESTIGATIONS AND STUDIES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

BACKGROUND

In January 2023, at the direction of the Rossmoor Community Services District (RCSD) Board of Directors and Traffic/Safety Advisory Ad Hoc Committee, a letter was sent to Wei Zhu, Senior Civil Engineer, Orange County Public Works Traffic Investigations and Studies, requesting a traffic study be conducted along the Bradbury/Montecito Corridor. The request reflected community concerns related to parked cars impeding trash pick-up and street sweeping, speeding, overflow parking from the condos and townhomes behind the Shops at Rossmoor and not being able to see around cars that are too close to corners and driveways.

In April 2023 the Traffic/Safety Advisory Ad Hoc Committee of the RCSD Board of Directors met and received a presentation from Wei Zhu. She indicated that the study was in the early stages with measurements and data starting to be collected. Wei Zhu presented some solutions the County is considering, i.e., angled parking, mini-roundabouts, road diets and class 2 or 3 bike lanes. A discussion was held, and input was received from several members of the community.

A meeting of the Community Traffic/Safety Advisory Ad Hoc Committee was held again on July 6, 2023. In attendance was Wei Zhu, Senior Civil Engineer, Orange County Public Works Traffic Investigations and Studies, and consultants from the traffic engineering firm of Fehr and Peers. Together they updated the community on the RCSD's request for a traffic study to be conducted along the Bradbury Road and the Montecito Corridor. Steve Brown from Fehr and Peers presented some solutions the County is considering, i.e., angled parking, mini-roundabouts, road diets and class 2 or 3 bike lanes. A discussion was held, and input was received from several members of the community.

INFORMATION

Taking into consideration the concerns and suggestions received from the community, the RCSD Board of Directors gave direction to the General Manager and the Traffic/Safety Advisory Ad Hoc Committee members to begin a campaign to keep the community informed and to encourage their input at the upcoming study session on September 12, 2023. Marketing methods included:

- Canvassing the neighborhood and knocking on doors
- Connecting with management companies and key individuals at the condo/townhome associations (Rossmoor Townhomes, Rossmoor Condominiums, Rossmoor Regency, Rossmoor Chateau and Bridgecreek Villas)
- Social Media Posts – Instagram, Facebook and Constant Contact
- Postcard mailing to residents
- Ad placement in the Sun and News Enterprise papers
- Banners hung at Rossmoor community entrances
- Community awareness and sign-up for information at Family Festivals
- Posting the RCSD email to collect input from residents

Community Input

Concerns that have been raised by the community include:

- Not being able to see around cars that are parked too close to driveways and corners
- Parked cars not being moved often enough
- Parked cars impeding the trash pickup and street sweeping services
- Speeding
- Potential housing causing more congestion
- Angled parking impact on aesthetics in the neighborhood
- Having to park further from home

Suggested remedies provided by the community have included:

- A parking permit system
- License plate readers
- Consult with Seal Beach on the use of the shopping center parking lot
- No overnight parking
- Ticketing instead of warnings
- The possibility of contracting permit issuance and maintenance through the City of Los Alamitos

ATTACHMENTS

1. Post Card Mailer/Banner
2. Map of Traffic Study

**WE NEED YOUR INPUT!
JOIN THE MONTECITO/BRADBURY
CORRIDOR DISCUSSION**

**Congestion
Parking
Safety
Bike Lanes**



**RCSD Board Meeting
September 12, 2023
7pm
Rush Park Auditorium
3021 Blume Drive
Rossmoor**

Submit Comments To
RCSD@Rossmoor-CSD.org

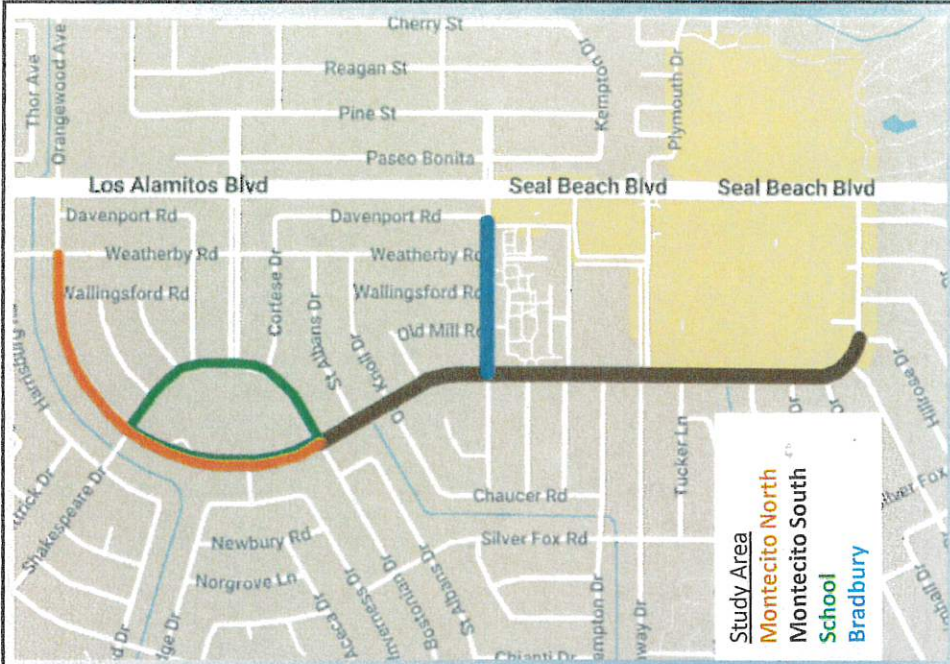
Public Welcome
ph. 562.430.3707

Objectives

Address the following Rossmoor community concerns:

- Congestion on Montecito Rd and Bradbury Rd
- Parking difficulties on the residential streets that are adjacent to Montecito and Bradbury
- Safety concerns, including speeding, on Montecito and Bradbury in particular
- Congestion related to school activity

Slide 2



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a

Date: September 12, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Administrative Assistant Carolyn Whang
Subject: MINUTES REGULAR RCSD BOARD MEETINGS OF JULY 11, 2023

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the following meeting as prepared by the Board's Secretary/General Manager.

- a. Regular RCSD Board Meeting of July 11, 2023

INFORMATION

The Minutes reflect the actions of the RCSD at their meetings of July 11, 2023.

Approval of the Minutes of July 11, 2023 was removed from the August Agenda to make the following corrections: under Section E – Consent Calendar: changing Shape to Shade; under Section F – Public Hearing – changing the paragraph identifier from E to F; and under Section H-2 – completing the paragraph immediately following the first motion by Director Maynard regarding the discussion that ensued.

ATTACHMENTS

- 1. Minutes – Regular RCSD Board Meeting of July 11, 2023 (Corrected)



MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, July 11, 2023

A. ORGANIZATION

1. CALL TO ORDER:

7:00 p.m.

2. ROLL CALL:

Present:

Directors Barke, Maynard, Searles, President DeMarco

Absent:

Director Shade

3. PLEDGE OF ALLEGIANCE:

Boy Scout Troop 642 Color Guard

4. PRESENTATIONS:

a. Southern California Bluebird Club – Bill Wallace

General Manager Joe Mendoza introduced Bill Wallace and deferred to him for a presentation.

Bill Wallace, President, Southern California Bluebird Club, narrated a PowerPoint presentation with details of the organization and addressed images of various Bluebird species, decreases in the number of Bluebirds, a history of Bluebirds, conservation efforts, Bluebird activity in California, nest box configuration and positioning, nesting, challenges with Easter grass and fishing line, incubation, monitoring nesting boxes and invited the public to attend club meetings.

Discussion followed regarding the number of boxes installed in Rossmoor and differences between Bluebirds and Blue Jays.

b. Recognition of Lindsey Ludwig for organizing a water safety awareness event for the community

President DeMarco called Lindsey Ludwig to the podium and presented her with a Certificate of Recognition for organizing a water safety awareness event for the Rossmoor community.

Ms. Ludwig shared a story about her young daughter falling into a pool and being revived; spoke about the importance of water safety and indicated she would like to continue the program in Rossmoor.

c. Orange County Sheriff's Department Captain AJ Patella presents Quarterly Crime Statistics

Orange County Sheriff's Department Captain AJ Patella spoke about the importance of having a "water watcher" at all times when people are in pools and presented a summary of crime statistics over the first six months of the year including calls for service, 911 calls, total crime reports, crimes against persons, property crimes, steps to take to avoid catalytic converter and other property thefts and citations.

B. ADDITIONS TO AGENDA

President DeMarco requested moving Item No. H.2. to immediately after Item No. D.1.

Motion by Director Barke, seconded by Director Searles, to consider Item No. H.2. immediately after Item No. D.1. Motion passed 4-0, with Director Shade absent.

C. PUBLIC FORUM

President DeMarco opened the Public Forum portion of the meeting.

Sue Clark expressed concerns with park maintenance at Rossmoor Park; spoke about the fields being dry and brown; stated she would like more effort given to maintaining the fields, green and encouraged focusing on maintaining existing features at Rossmoor Park.

Jody Roubanis noted there are no designated bicycle lanes on Montecito; hoped that RCSD's plan is to consider active transportation including bike safety and mentioned there has been an uptick in the number of children walking and bicycling to school, since COVID and spoke about the RHA Liaison, who is on the Traffic Committee, noting that what the person presents to the Traffic Committee has not been approved by the RHA.

Michelle Fieldson read an email she sent previously to RCSD; spoke about the need for a long-range plan for parks; presented suggestions for consideration including movie nights at both Rossmoor and Rush Parks, Family Festivals and a Farmers Market at Rossmoor Park; called for an equitable distribution of activities; discussed the need for increased maintenance; addressed the need for a Capital Improvement Projects plan, depletion of Capital Improvement Reserves and oversight of Proposition 68.

There being no others wishing to address the Board, President DeMarco closed Public Forum.

D. REPORTS TO THE BOARD

1. RECREATION REPORT

Recreation Superintendent Chris Argueta presented details of the Recreation Report and highlighted recent and upcoming events and activities.

The Board considered Item No. H.2. at this juncture.

E. CONSENT CALENDAR

1. MINUTES:

a. Regular RCSD Board Meeting of June 13, 2023

2. MAY 2023 REVENUE AND EXPENDITURE REPORT

Motion by Director Barke, seconded by Director Searles, to approve the Consent Calendar as presented. Motion passed 4-0, with Director Shade absent.

F. PUBLIC HEARING

1. FISCAL YEAR 2023-2024 PROPOSED FINAL BUDGET FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

President DeMarco opened the public hearing.

General Manager Mendoza presented details of the Fiscal Year 2023-2024 proposed final budget for the Rossmoor Community Services District.

Discussion followed regarding whether any organization has requested clarification on the budget and comments made by RHA regarding it.

President DeMarco noted that General Manager Mendoza will provide clarity to any resident requesting information on the budget and reported nothing has been requested to date.

Director Maynard spoke about this being a net positive budget and needing clear-cut commentary from the General Manager regarding the major differences between last fiscal year and this fiscal year and spoke about centralized administrative costs and issues with cashflow.

Discussion followed regarding considering costs for a canopy at Rossmoor Park and Proposition 68.

President DeMarco invited public comments. There was no response and President closed the public hearing.

Motion by Director Barke, seconded by Director Searles, to approve the Fiscal Year 2023-2024 Proposed Final Budget for RCSD. The motion carried 4-0, with the following vote:

AYES: Directors Barke, Maynard, Searles, President DeMarco
NOES: None
ABSTAIN: None

ABSENT: Director Shade

G. RESOLUTIONS:

1. RESOLUTION NO. 23-07-11-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL REVENUE AND EXPENDITURE TOTAL AMOUNTS FOR FISCAL YEAR 2023-2024 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Motion by Director Maynard, seconded by Director Searles, to approve waive full reading and adopt by title, Resolution No. 23-07-11-01, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL REVENUE AND EXPENDITURE TOTAL AMOUNTS FOR FISCAL YEAR 2023-2024 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT. The motion carried 4-0, with the following vote:

AYES: Directors Barke, Maynard, Searles, President DeMarco
NOES: None
ABSTAIN: None
ABSENT: Director Shade

ORDINANCES – None

H. REGULAR CALENDAR:

1. ORANGE COUNTY PUBLIC WORKS TRAFFIC STUDY PRESENTATION

General Manager Mendoza presented details of the report and noted the need for input from LAUSD and addressed the next steps.

President DeMarco commented favorably on the report; spoke about the need for robust input and buy-in from the community and LAUSD.

Director Maynard spoke about the need to address traffic, parking and safety in Rossmoor and stressed the need for the City of Seal Beach to be stakeholders of this issue.

Discussion followed regarding sending out “teasers” in August for the September Board meeting for the St. Cloud/Montecito Corridor Improvement Project.

2. DISCUSSION AND POSSIBLE ACTION RE: PICKLEBALL REVIEW AND RECOMMENDATIONS, INCLUDING A FINDING OF EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) (IT CAN BE WITH CERTAINTY THAT THE ACTION WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT), 15301 (MINOR ALTERATIONS TO EXISTING FACILITIES) AND 15378 (NOT A PROJECT UNDER CEQA) IF PICKLEBALL IS APPROVED.

President DeMarco opened public comments on this item.

Susan Kaplan asked the Board to consider postponing any decision on pickleball as Director Shade is not in attendance; urged the Board to vote, "No"; listed reasons pickleball should not be allowed at Rossmoor Park; discussed the recent trials; noted that there is evidence that RCSD cannot enforce the hours and conduct of pickleball play and players and asked the Board to represent all Rossmoor residents, fairly and in an unbiased manner.

Julie Miller spoke about one of the Board Members voting for pickleball when his wife is an ardent and active pickleball player and opined he should have recused himself from voting on the matter.

President DeMarco noted that his wife's activities have no bearing on his activities as a Board Member.

General Counsel Preziosi indicated he is not aware of any violation of the Political Reform Act or Fair Political Practices Commission regulations requiring his recusal as there is an absence of financial interest.

Ralph Vartabedian referenced a letter dated July 9, 2023, he remitted to the Board; reviewed key points in the letter; asked that the Board not make a decision on pickleball tonight, as Director Shade is absent and many constituents are on vacation; noted the pickleball trial revealed there was non-compliance with the rules that were established; spoke about the lack of staff to monitor/enforce play; suggested consulting with the District Attorney of Orange County; believed RCSD should have a formal plan for pickleball before moving forward with the project and should install cameras for increased security and discussed the shade structure at Rossmoor Park.

Michelle Fieldson mentioned the pickleball trial; felt that it would have been a perfect opportunity to gain objective data; spoke about the number of pickleball courts in Seal Beach; discussed the need for a balance between recreation and quiet green space and asked that a vote on this item be postponed until Director Shade can attend the meeting and to vote, "No" when the issue is decided.

Jody Roubanis spoke about RCSD's consideration of bike lanes; questioned how a small number of residents can be so loud and present skewed research who live around Rossmoor Park; urged the Board to vote tonight and to vote, "Yes" on implementing pickleball at Rossmoor Park.

Rona Goldberg spoke in support of pickleball at Rossmoor Park; hoped that the Board can reach a compromise; noted statistics can be found to support either position; reported it is not just those who play pickleball that break the rules and urged the Board to approve implementing pickleball at Rossmoor Park.

Rob Keats noted that he and his wife are not against pickleball and love to play; asked that the Board consider building a proper facility with proper mitigation; spoke about finding a compromise and the possibility of private fundraising to build a good pickleball facility; stated this issue has stressed his wife who is not on medication; discussed impacts on property values and urged the Board to vote, "No" and delay the vote until Director Shade can attend.

Victor Predosa spoke about physical injuries and the impact of increased, persistent noise levels from pickleball play; wondered if research has been conducted about the matter; believed tennis and pickleball should be separated and urged the Board to consider impacts of noise.

Art Howe spoke about the pickleball trial bringing the community together and urged the Board to vote, "Yes" to implement pickleball at Rossmoor Park.

There were no other members of the public wishing to address the Board on this matter and President DeMarco closed public comments.

General Manager Mendoza provided a summary and an update of the Board's review of the issue of implementing pickleball at Rossmoor Park; noted no issues were found in terms of parking; discussed restrooms; spoke about the possibility of closing courts by 5:00 p.m. on weekends and addressed options for the Board's consideration.

President DeMarco deferred to Parks Committee Chair Director Maynard, and he deferred to other Board Members.

Director Searles suggested deferring consideration of the matter until Director Shade and the entire Board can be in attendance; discussed emails received including one from 35 households in opposition to pickleball; felt the measurables were not achieved and spoke about challenges with enforcement of non-compliance.

Director Maynard read his statement into the record; noted this has been a thoughtful, open and transparent process; discussed the process and the pilot programs; shared his experience observing pickleball play; observed that pickleball is needed and viable in Rossmoor and felt that respect and kindness go a long way.

General Counsel Preziosi reported that the County noise ordinance exempts public parks on public agency property from the provisions and decibel levels of the noise ordinance.

General Manager Mendoza addressed one call for service from a resident who felt threatened by confronting pickleball players; responded to various questions from Director Maynard and confirmed that allowing for pickleball play is feasible and will be good for the community.

General Counsel Preziosi commented on CEQA and CEQA categorical exemptions.

Director Barke noted there have been threats of lawsuits against RCSD if the Board approves pickleball at Rossmoor Park.

General Counsel Preziosi stated he is not aware of legal challenges that have been filed in Superior Court, over pickleball.

President DeMarco felt he does not need to recuse himself from this item; spoke about comments received by residents; discussed his participation in pickleball and observing play; talked about visiting the Keats to observe noises from the park; addressed other park sounds and availability of parking; noted issues will exist whether pickleball is approved or not; commented on setting fee

structures for the various park activities and stated the Board should make a decision, one way or another.

Motion by Director Maynard, seconded by Director Barke, that pickleball is a suitable recreational activity for Rossmoor, that lighted courts in Rossmoor Park is the most practical and feasible site for permanent play and that the hours of operation, fees and any and all codes of conduct be consistent with tennis.

Discussion followed regarding enforcement, costs related to implementing reservations only, clean ups and close ups, subsequent steps to implement the program after approval, staff supervision, the online reservation system, the need to change policies and make appropriate budget adjustments, controlling and optimizing reserves and prioritizing the Rossmoor Park canopy project.

The motion carried 3-1, with the following vote:

AYES: Directors Barke, Maynard, President DeMarco
NOES: Director Searles
ABSTAIN: None
ABSENT: Director Shade

Motion by Director Maynard, seconded by Director Barke, to convert Court 1 to four pickleball courts.

Director Searles asked to amend the motion to install a higher partition between Courts 1 and 2.

Director Maynard agreed and felt that it could be decided later, if needed.

The motion carried 3-1, with the following vote:

AYES: Directors Barke, Maynard, President DeMarco
NOES: Director Searles
ABSTAIN: None
ABSENT: Director Shade

Motion by Director Maynard, seconded by Director Barke, for hours for all racket sports to have a summer and winter schedule with summer hours being Monday-Sunday, 7:00 a.m. to 9:00 p.m.

Director Searles indicated the proposed hours are against what the consultant advised.

Director Maynard noted those are the recommendations for summer hours and a winter schedule can be developed later.

Director Barke stated adjustments can be made along the way.

Motion passed 3-1, with Director Searles opposed and Director Shade absent.

Motion by Director Maynard, seconded by Director Searles, that reservation fees for all racket sports be set consistently until the Parks and Facilities Committee returns to the Board in the fall for a full fee structure recommendation encompassing courts, buildings and all rentals along with a winter schedule. Motion passed 4-0, with Director Shade absent.

Director Maynard commented on the next steps; spoke about making adjustments if needed and discussed the need to make adjustments to RCSD's policies.

Motion by Director Barke, seconded by Director Maynard, to declare a FINDING OF EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQUA GUIDELINES SECTIONS 15061(b)(3) (IT CAN BE WITH CERTAINTY THAT THE ACTION WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT), 15301 (MINOR ALTERATIONS TO EXISTING FACILITIES) AND 15378 (NOT A PROJECT UNDER CEQA) IF PICKLEBALL IS APPROVED. Motion passed 3-1, with Director Searles abstaining and Director Shade absent.

RECESS/RECONVENE

President DeMarco called for a brief recess at 10:01 p.m.

The meeting was reconvened at 10:15 p.m. with all Board Members, present except for Director Shade.

The Board returned to consider Item No. E. at this juncture in the agenda.

I. GENERAL MANAGER ITEMS

General Manager Mendoza presented an update on the final phase of the installation of street sweeping signs; addressed enforcement; reported Ken Vecchiarelli will give a presentation on water at the August Board meeting and discussed maintenance of Rossmoor and Rush Parks fields.

J. BOARD MEMBER ITEMS

Director Maynard spoke about the sales tax issue and requested the General Manager coin a letter from President DeMarco to various businesses in Rossmoor, letting them know they are in the unincorporated Orange County (7.75%) and should not be collecting sales tax for Los Alamitos (9.2%) and noted current estimate is that Rossmoor residents are paying over \$500,000 more in sales taxes than they should.

K. GENERAL COUNSEL ITEMS - None

L. ADJOURNMENT

The meeting was adjourned at 11:04 p.m. without opposition.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Tony DeMarco, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1b

Date: September 12, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Administrative Assistant Carolyn Whang

Subject: MINUTES REGULAR RCSD BOARD MEETINGS OF AUGUST 8, 2023

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the following meeting as prepared by the Board's Secretary/General Manager.

- a. Regular RCSD Board Meeting of August 8, 2023

INFORMATION

The Minutes reflect the actions of the RCSD at their meetings of August 8, 2023.

ATTACHMENTS

- 1. Minutes – Regular RCSD Board Meeting of August 8, 2023



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

REGULAR MEETING

**RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720**

Tuesday, August 8, 2023

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.

2. ROLL CALL:

Present: Directors Searles, Shade, Vice President Maynard

Absent: Director Barke, President DeMarco (Excused)

3. PLEDGE OF ALLEGIANCE: Director Searles

4. PRESENTATIONS:

a. California Special District Association (CSDA) – Chris Palmer, Senior Public Affair Field Coordinator

Senior Public Affair Field Coordinator Chris Palmer narrated a PowerPoint presentation with details of the CSDA; provided a legislative briefing; spoke about ensuring that special districts have equal opportunities as cities and counties in terms of applying for grants and partnership opportunities.

Discussion followed regarding RCSD’s interest in increasing senior services, the status of various legislative bills, a professional development scholarship and other benefits of membership in CSDA, steps to deal with zip codes and sales tax inequities, the number of community services districts in CSDA and getting feedback from other districts.

b. California Highway Patrol – Officer Mitch Smith, Traffic Safety Update

CHP Public Information Officer Mitch Smith provided a traffic safety update; spoke about getting back on track to attend RCSD Board meetings and discussed 911 responses, senior volunteers, development of an eBike safety curriculum, calls for service and assignment of a new CHP Officer to RCSD.

c. Miss Anaheim's Teen – Kayla Teng, Volunteer Story Time Reader

Kayla Teng reported her community service initiative is literacy; discussed fund raising through a book drive at Family Fun Festivals and Story Time at the Rossmoor Farmers Market; asked RCSD to promote the book drive on social media; addressed incentives and noted her goal is to raise 300 books.

Discussion followed regarding working with the Youth Center and the Friends of the Library.

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

Vice President Maynard opened the Public Forum portion of the meeting. There was no response and Vice President Maynard closed the Public Forum.

D. REPORTS TO THE BOARD

1. ADMINISTRATIVE ASSISTANT REPORT – CAROLYN WHANG

General Manager Mendoza provided an update on digitizing RCSD documents; spoke about coordinating contracts, reviewing policies, user fees and structure, as well as bonuses and commented on setting up a meeting regarding RCSD's website and a Traffic Committee meeting in September.

2. ORANGE COUNTY REGISTRAR OF VOTERS PRESIDENTIAL PRIMARY ELECTION

General Manager Mendoza presented details of the report; noted the OC Registrar of Voters will use Rossmoor Park during the upcoming presidential primary election and addressed lighting issues.

Discussion followed regarding possible traffic issues.

3. STREET SWEEPING UPDATE

General Manager Mendoza provided an update on street sweeping and discussed placement of signage and enforcement.

4. MONTHLY TRAFFIC SAFETY UPDATE

General Manager Mendoza announced that Wei Zhu, Sr. Civil Engineer from Orange County Public Works would be discussing Traffic Study findings at the RCSD Board meeting on September 12, 2023; discussed promoting the meeting and encouraged residents to attend the meeting to provide their input.

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of July 11, 2023

Director Searles pulled Item No. 1 for separate discussion and action.

2. JUNE 2023 REVENUE AND EXPENDITURE REPORT

Motion by Director Searles, seconded by Director Shade, to approve the June 2023 Revenue and Expenditure Report, as presented. Motion passed 3-0, with Director Barke and President DeMarco, absent.

ITEMS PULLED FROM THE CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of July 11, 2023

Director Searles noted omissions and corrections needed in the meeting minutes of July 11, 2023.

Motion by Director Searles, seconded by Director Shade, to continue approval of the July 11, 2023 minutes until the next RCSD Board Meeting. Motion passed 3-0, with Director Barke and President DeMarco, absent.

E. PUBLIC HEARING – None

G. RESOLUTIONS:

1. RESOLUTION NO. 23-08-08-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING THE CONSUMPTION OF ALCOHOL AT A WEDDING EVENT ON JUNE 15, 2024, IN THE RUSH PARK AUDITORIUM FROM 4:00 P.M. TO 8:00 P.M.

Director Searles pointed out there is a discrepancy between the resolution presented in the agenda packet and the resolution on the agenda and General Manager Mendoza read the correct title of the resolution as stated above.

Motion by Director Searles, seconded by Director Shade, to waive further reading of and adopt by title, RESOLUTION NO. 23-08-08-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING THE CONSUMPTION OF ALCOHOL AT A WEDDING EVENT ON JUNE 15, 2024, IN THE RUSH PARK AUDITORIUM FROM 4:00 P.M. TO 8:00 P.M. The motion carried 4-0, with the following vote:

AYES: Directors Searles, Shade, Vice President Maynard
NOES: None
ABSTAIN: None
ABSENT: Director Barke, President DeMarco

ORDINANCES – None

H. REGULAR CALENDAR:

1. APPLICATION FOR DISPENSING AND CONSUMPTION OF ALCOHOL AND EXTENDED EVENT HOURS

General Manager Mendoza reported this is a request from a resident asking for extended hours to set up for their wedding, earlier in the day and noted they will obtain all necessary permits.

Discussion followed regarding the history of events at Rush Park involving alcohol, vetting and the current policy.

Motion by Director Searles, seconded by Director Shade, to approve the application for dispensing and consumption of alcohol and extended event hours. Motion passed 3-0, with Director Barke and President DeMarco, absent.

2. DISCUSSION AND POSSIBLE ACTION REGARDING ALTERING THE BOARD MEETING AGENDA POLICY TO INCLUDE RESOLUTIONS WITHIN REGULAR CALENDAR AGENDA ITEMS

General Manager Mendoza provided details of the report.

Discussion followed regarding adding items to agendas and allowing appeals by the public, of the General Manager's denial of a request to place an item on the agenda.

General Counsel Preziosi reported this item was initiated by General Counsel when the Board requested that the General Manager and General Counsel return to the Board revisions to the Board Policy No. 5020 and noted he corrected typos and inconsistencies to Board Policy No. 5023.

Vice President Maynard suggested continuing the item so that the absent Board Members may hear the matter.

Director Searles spoke about Board Policy No.'s 5020 and 5021 in terms of requiring two weeks prior to a meeting request; noted there is no timeline for the General Manager to respond and suggested considering the various sections, separately.

General Counsel Preziosi stated that it is preferable to note all of the policy changes in one document; suggested making the language corrections now and having staff return for a second reading. He added he is not aware of another city with similar policies in terms of what is published on the agenda at the public's request.

Discussion followed regarding best practices for appeals and the need for a formal appeal process.

General Counsel Preziosi suggested the following language: Appeal of rejection: A decision of the General Manager not to include an item on the agenda, shall be made in writing and delivered to the requestor within 10 days of the denial of the request, and may then be appealed by the requestor.

Director Searles expressed concerns the new language would allow the General Manager to sideline a request until after the next meeting.

General Counsel Preziosi noted his intent was for the General Manager to respond within ten days of the request and stated staff can return with another first reading in September.

Director Searles suggested the item return for first reading with a full understanding as to why each section is being changed and how it related to the other. Additionally, he felt it may be time to do another Brown Act review session.

Director Shade spoke about the changes seeming one-sided and agreed with the need to come back for a first reading.

Vice President Maynard suggested Board Members be ready to suggest changes at the next RCSD Board meeting.

Discussion followed regarding addressing Closed Session policies.

Vice President Maynard suggested scheduling a Personnel and Contract Administration Committee meeting to discuss this item prior to the next RCSD Board meeting.

The General Manager clarified that the direction of the Board is to bring this agenda item to Committee for discussion and revised first reading incorporating comments from the Board and further clarification from General Counsel as to the changes required to maintain compliance with the Brown Act.

I. GENERAL MANAGER ITEMS

General Manager Mendoza announced the upcoming Family Fun Festival at Rush Park and a mulch giveaway from 9:00 a.m. to 11:00 a.m. at Kempton Park; reported a bid package was distributed for tennis court and basketball resurfacing and pickleball conversion and discussed acoustic mitigation, the canopy at Rossmoor Park, carpeting, flooring and sound mitigation at the Rush Park Auditorium and proposed contractual renewals, the Health and Wellness Fair and the upcoming Los Alamitos Chamber of Commerce Hero's Luncheon.

J. BOARD MEMBER ITEMS

Director Shade thanked staff and commented favorably regarding Kayla Teng's project.

Vice President Maynard urged General Manager Mendoza to reach out to his company about being a potential sponsor of the upcoming Health Fair.

K. GENERAL COUNSEL ITEMS - None

L. ADJOURNMENT

Motion by Director Searles, seconded by Director Shade, to adjourn the meeting at 9:00 p.m. Motion passed 3-0, with Director Barke and President DeMarco, absent.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Tony DeMarco, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: September 12, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Accountant Michael Matsumoto
Subject: JULY 2023 REVENUE AND EXPENDITURE REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Revenue and Expenditure Report for July 2023.

INFORMATION

The Revenue and Expenditure Report is submitted on a monthly basis, as an indication of the District's unaudited year-to-date revenue and expenses.

An Explanation of Significant Variances From Budgeted Amounts is not included because this is the first month of the fiscal year and there is no significant activity to report.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of July 2023

**Rossmoor Community Services District
 Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual
 For the month ended July 31, 2023**

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
Revenues:						
Property taxes	\$ 1,333,100	\$ 1,333,100	\$ -	\$ -	\$ (1,333,100)	0.00%
Street light assessments	404,300	404,300	-	-	(404,300)	0.00%
Interest on investments	30,000	30,000	-	-	(30,000)	0.00%
From other governmental agencies	136,000	136,000	-	-	(136,000)	0.00%
Permit and rental fees	214,300	214,300	12,916	12,916	(201,384)	6.03%
Misc./Sponsorships	35,000	35,000	-	-	(35,000)	0.00%
Total Revenues	2,152,700	2,152,700	12,916	12,916	(2,139,784)	0.60%
Expenditures:						
Administration	1,224,390	1,224,390	107,079	107,079	1,117,311	8.75%
Recreation	63,000	63,000	4,201	4,201	58,799	6.67%
Rossmoor park	209,250	209,250	7,533	7,533	201,717	3.60%
Montecito center	13,450	13,450	855	855	12,595	6.36%
Rush park	193,070	193,070	7,249	7,249	185,821	3.75%
Street lighting	113,100	113,100	9,801	9,801	103,299	8.67%
Street sweeping	83,100	83,100	6,538	6,538	76,562	7.87%
Parkway trees	189,010	189,010	-	-	189,010	0.00%
Mini-parks and medians	15,190	15,190	788	788	14,402	5.19%
Total Expenditures	2,103,560	2,103,560	144,044	144,044	1,959,516	6.85%
Changes in fund balance	49,140	49,140	\$ (131,128)	(131,128)	\$ (180,268)	
Fund balance:						
Beginning of year - Prelim	<u>1,760,618</u>	<u>1,760,618</u>		<u>1,760,618</u>		
End of period	<u>1,809,758</u>	<u>1,809,758</u>		<u>1,629,490</u>		
Cash Balances at 7/31/23:						
Checking				224,658		
LAIF				<u>1,333,411</u>		
Total				<u>1,558,069</u>		

Note: The July 2023 report is preliminary. The year-end closing is still underway, and some accounting entries will be needed.

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 7 / 23

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
10 General Fund						
3000 Property Tax						
	3001 Current Secure Property Tax	0.00	0.00	1,242,000.00	1,242,000.00	0 %
	3002 Current Unsecured Prop Tax	0.00	0.00	36,900.00	36,900.00	0 %
	3003 Prior Secured property Tax	0.00	0.00	15,200.00	15,200.00	0 %
	3004 Prior Unsecured Property Tax	0.00	0.00	3,300.00	3,300.00	0 %
	3005 Delinquent Property Taxes	0.00	0.00	1,100.00	1,100.00	0 %
	3006 Current Supplemental Assessment	0.00	0.00	19,600.00	19,600.00	0 %
	3008 Public Utility Tax	0.07	0.07	10,900.00	10,899.93	0 %
	3009 State Homeowners prop. Tax Relief	0.00	0.00	4,100.00	4,100.00	0 %
	Account Group Total:	0.07	0.07	1,333,100.00	1,333,099.93	0 %
3100						
	3101 Street light assessments	0.03	0.03	404,300.00	404,299.97	0 %
	Account Group Total:	0.03	0.03	404,300.00	404,299.97	0 %
3200						
	3201 Interest on Investments	0.00	0.00	30,000.00	30,000.00	0 %
	Account Group Total:	0.00	0.00	30,000.00	30,000.00	0 %
3300 INTERGOVERNMENTAL REVENUE						
	3301 Prop 68 Grant Funding	0.00	0.00	56,000.00	56,000.00	0 %
	3304 County street sweep reimbursement	0.00	0.00	80,000.00	80,000.00	0 %
	Account Group Total:	0.00	0.00	136,000.00	136,000.00	0 %
3400 RENTAL & PERMITS						
	3401 Tennis Courts Reservations	1,626.00	1,626.00	41,000.00	39,374.00	4 %
	3402 Tennis Instructor Private Lessons	1,666.25	1,666.25	38,000.00	36,333.75	4 %
	3405 Rossmoor Park Ball Field Reservations	56.00	56.00	12,500.00	12,444.00	0 %
	3406 Rush Park Ball field reservations	338.27	338.27	12,500.00	12,161.73	3 %
	3411 Signature Wall Banner Rental	120.00	120.00	300.00	180.00	40 %
	3421 Tree Revenue	261.60	261.60	5,000.00	4,738.40	5 %
	3431 Rossmoor Building Rental	290.00	290.00	2,500.00	2,210.00	12 %
	3432 Rossmoor Park Picnic Site	255.00	255.00	2,500.00	2,245.00	10 %
	3441 Montecito Building Rental	1,159.50	1,159.50	25,000.00	23,840.50	5 %
	3451 Rush Building Rental	6,469.81	6,469.81	67,000.00	60,530.19	10 %
	3452 Rush Park Picnic Site	330.00	330.00	7,000.00	6,670.00	5 %
	3453 Rush Park Kitchen	344.00	344.00	0.00	-344.00	** %
	3454	0.00	0.00	1,000.00	1,000.00	0 %
	Account Group Total:	12,916.43	12,916.43	214,300.00	201,383.57	6 %
3500						
	3501 MISC REVENUE	0.00	0.00	10,000.00	10,000.00	0 %
	3502 Sponsorships	0.00	0.00	25,000.00	25,000.00	0 %
	Account Group Total:	0.00	0.00	35,000.00	35,000.00	0 %
	Fund Total:	12,916.53	12,916.53	2,152,700.00	2,139,783.47	1 %
	Grand Total:	12,916.53	12,916.53	2,152,700.00	2,139,783.47	1 %

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	400.00	400.00	11,000.00	11,000.00	10,600.00	4 %
4002	Salaries - Part-time	5,097.40	5,097.40	82,100.00	82,100.00	77,002.60	6 %
4003	Overtime	1,424.18	1,424.18	10,500.00	10,500.00	9,075.82	14 %
4006	SALARIES - ADMINISTRATION	20,775.54	20,775.54	255,800.00	255,800.00	235,024.46	8 %
4007	VEHICLE ALLOWANCE (MILEAGE)	0.00	0.00	2,100.00	2,100.00	2,100.00	0 %
4008	SALARIES - PARK AND RECREATION	14,430.65	14,430.65	166,100.00	166,100.00	151,669.35	9 %
4009	SALARIES - Park /TREE MAINTENANCE	4,818.24	4,818.24	59,700.00	59,700.00	54,881.76	8 %
4010	Workers Compensation Insurance	12,000.00	12,000.00	15,000.00	15,000.00	3,000.00	80 %
4011	Medical Insurance	0.00	0.00	84,000.00	84,000.00	84,000.00	0 %
4015	Federal Payroll Tax -FICA	3,660.87	3,660.87	56,390.00	56,390.00	52,729.13	6 %
5002	Insurance - Liability	38,274.00	38,274.00	41,000.00	41,000.00	2,726.00	93 %
5004	Memberships and Dues	0.00	0.00	9,980.00	9,980.00	9,980.00	0 %
5006	Travel & Meetings	0.00	0.00	2,630.00	2,630.00	2,630.00	0 %
5007	Televised Meeting Costs	0.00	0.00	23,100.00	23,100.00	23,100.00	0 %
5008	Gasoline	318.63	318.63	5,250.00	5,250.00	4,931.37	6 %
5010	Publications & Legal Notices	300.00	300.00	7,880.00	7,880.00	7,580.00	4 %
5012	Printing	0.00	0.00	4,200.00	4,200.00	4,200.00	0 %
5014	Postage	0.00	0.00	2,100.00	2,100.00	2,100.00	0 %
5016	Office & Meeting Supplies	59.00	59.00	15,750.00	15,750.00	15,691.00	0 %
5018	Janitorial Supplies	0.00	0.00	20,790.00	20,790.00	20,790.00	0 %
5020	Telephone	0.00	0.00	10,500.00	10,500.00	10,500.00	0 %
5021	Computer/Email/Server Costs	0.00	0.00	5,250.00	5,250.00	5,250.00	0 %
5030	Vehicle Maintenance	0.00	0.00	10,500.00	10,500.00	10,500.00	0 %
5032	Building & Grounds-Maintenance	1,895.78	1,895.78	85,050.00	85,050.00	83,154.22	2 %
5045	Miscellaneous Expenditures	0.00	0.00	21,000.00	21,000.00	21,000.00	0 %
5046	Bank Service Charge	1,116.05	1,116.05	4,200.00	4,200.00	3,083.95	27 %
5610	Legal Services	0.00	0.00	65,520.00	65,520.00	65,520.00	0 %
5615	Financial Audit-Consulting	0.00	0.00	19,950.00	19,950.00	19,950.00	0 %
5620	Outsource Financial Consultant	0.00	0.00	72,450.00	72,450.00	72,450.00	0 %
5670	Other Professional Services	1,509.00	1,509.00	42,000.00	42,000.00	40,491.00	4 %
6010	Equipment	0.00	0.00	2,100.00	2,100.00	2,100.00	0 %
6025	Software	1,000.00	1,000.00	10,500.00	10,500.00	9,500.00	10 %
	Account Total:	107,079.34	107,079.34	1,224,390.00	1,224,390.00	1,117,310.66	9 %
5020 Recreation							
5017	Community Events	4,200.59	4,200.59	63,000.00	63,000.00	58,799.41	7 %
	Account Total:	4,200.59	4,200.59	63,000.00	63,000.00	58,799.41	7 %
5030 Rossmoor Park							
5022	Utilities	1,296.84	1,296.84	13,130.00	13,130.00	11,833.16	10 %
5023	Water	3,736.34	3,736.34	63,000.00	63,000.00	59,263.66	6 %
5025	SECURED PROP TAX	0.00	0.00	1,260.00	1,260.00	1,260.00	0 %
5034	Alarm Systems/Security	0.00	0.00	1,050.00	1,050.00	1,050.00	0 %
5045	Miscellaneous Expenditures	0.00	0.00	4,730.00	4,730.00	4,730.00	0 %
5051	Equipment Rental	0.00	0.00	530.00	530.00	530.00	0 %
5052	Minor Facility Repairs /Tools	0.00	0.00	1,050.00	1,050.00	1,050.00	0 %
5655	Landscape Maintenance / Janitorial	2,500.00	2,500.00	34,500.00	34,500.00	32,000.00	7 %
6005	Buildings and Improvements	0.00	0.00	90,000.00	90,000.00	90,000.00	0 %

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
	Account Total:	7,533.18	7,533.18	209,250.00	209,250.00	201,716.82	4 %
5040 Montecito Center							
	5022 Utilities	158.51	158.51	2,100.00	2,100.00	1,941.49	8 %
	5023 Water	384.19	384.19	4,730.00	4,730.00	4,345.81	8 %
	5025 SECURED PROP TAX	0.00	0.00	1,050.00	1,050.00	1,050.00	0 %
	5034 Alarm Systems/Security	0.00	0.00	680.00	680.00	680.00	0 %
	5045 Miscellaneous Expenditures	0.00	0.00	530.00	530.00	530.00	0 %
	5052 Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0 %
	5655 Landscape Maintenance / Janitorial	312.33	312.33	3,830.00	3,830.00	3,517.67	8 %
	Account Total:	855.03	855.03	13,450.00	13,450.00	12,594.97	6 %
5050 Rush Park							
	5022 Utilities	2,129.95	2,129.95	33,180.00	33,180.00	31,050.05	6 %
	5023 Water	2,492.72	2,492.72	52,500.00	52,500.00	50,007.28	5 %
	5025 SECURED PROP TAX	0.00	0.00	4,410.00	4,410.00	4,410.00	0 %
	5034 Alarm Systems/Security	126.00	126.00	840.00	840.00	714.00	15 %
	5045 Miscellaneous Expenditures	0.00	0.00	530.00	530.00	530.00	0 %
	5051 Equipment Rental	0.00	0.00	1,580.00	1,580.00	1,580.00	0 %
	5052 Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0 %
	5655 Landscape Maintenance / Janitorial	2,500.00	2,500.00	34,500.00	34,500.00	32,000.00	7 %
	6005 Buildings and Improvements	0.00	0.00	65,000.00	65,000.00	65,000.00	0 %
	Account Total:	7,248.67	7,248.67	193,070.00	193,070.00	185,821.33	4 %
5060 Street Lighting							
	5650 Street Lighting and Maintenance	9,800.46	9,800.46	113,100.00	113,100.00	103,299.54	9 %
	Account Total:	9,800.46	9,800.46	113,100.00	113,100.00	103,299.54	9 %
5070 Street Sweeping							
	5642 Street Sweeping	6,538.14	6,538.14	83,100.00	83,100.00	76,561.86	8 %
	Account Total:	6,538.14	6,538.14	83,100.00	83,100.00	76,561.86	8 %
5080 Parkway Trees							
	5017 Community Events	0.00	0.00	1,580.00	1,580.00	1,580.00	0 %
	5656 Tree Trimming	0.00	0.00	137,030.00	137,030.00	137,030.00	0 %
	5660 TREE REMOVAL	0.00	0.00	3,150.00	3,150.00	3,150.00	0 %
	6015 Trees	0.00	0.00	47,250.00	47,250.00	47,250.00	0 %
	Account Total:	0.00	0.00	189,010.00	189,010.00	189,010.00	0 %
5090 Mini-Parks and Medians							
	5022 Utilities	16.84	16.84	530.00	530.00	513.16	3 %
	5023 Water	771.35	771.35	10,500.00	10,500.00	9,728.65	7 %
	5045 Miscellaneous Expenditures	0.00	0.00	110.00	110.00	110.00	0 %
	5051 Equipment Rental	0.00	0.00	110.00	110.00	110.00	0 %
	5052 Minor Facility Repairs /Tools	0.00	0.00	110.00	110.00	110.00	0 %
	5655 Landscape Maintenance / Janitorial	0.00	0.00	3,830.00	3,830.00	3,830.00	0 %
	Account Total:	788.19	788.19	15,190.00	15,190.00	14,401.81	5 %
	Account Group Total:	144,043.60	144,043.60	2,103,560.00	2,103,560.00	1,959,516.40	7 %

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 23

Page: 3 of 3
Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Fund Total:	144,043.60	144,043.60	2,103,560.00	2,103,560.00	1,959,516.40	7 %
	Grand Total:	144,043.60	144,043.60	2,103,560.00	2,103,560.00	1,959,516.40	7 %

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-3

Date: September 12, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Park Superintendent Omero Perez
Subject: PARKS/FACILITIES MAINTENANCE REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

The Parks/Facilities Maintenance Report is intended to provide the Rossmoor Community Services District (RCSD) Board of Directors with the status of activities and programs being performed to further the District's Parks and Facilities Maintenance Program.

ATTACHMENTS

1. Parks/Facilities Maintenance Report

ROSSMOOR COMMUNITY SERVICES DISTRICT
PARK MAINTENANCE AND FACILITIES DEPARTMENT
QUARTERLY REPORT

SEPTEMBER 2023

SUMMARY

Inspection of District Properties – The facilities at Rossmoor Park, Rush Park and Montecito Center are fully operational with no significant issues.

Significant Activity This Quarter – The following projects and activities should be noted. These were performed beyond the regularly scheduled parks and facilities maintenance tasks.

- Rossmoor Park Community Center was fumigated and treated for drywood termites; and wood repairs were done on August 22, 2023
- Contractor grinded down all tripping hazards at Rossmoor Park, Rush Park, and Montecito Center
- Landscaping contractor added 33 yards of mulch to open area near the tennis courts at Rossmoor Park
- Contractor added 22 yards of DG in preparation for the addition of cornhole by the playground at Rush Park
- Contractor opened drainage covers to clean debris from dry wells at Rossmoor Park
- Replaced locking door handles at the pickleball court at Rossmoor Park
- Yearly backflow testing service was completed at all facilities
- All playground sand pits were rototilled by our landscaping contractor
- Rossmoor Park irrigation pump was repaired due to a leakage problem
- District staff power washed site A metal roof at Rush Park
- Contractor power washed metal roof at Rossmoor Park
- Rush Park carpets and office were cleaned
- Staff purchased and installed an AED in the office at Rush Park and replaced batteries, at all locations
- Ford Ranger pickup truck repairs included front struts, rear leaf blades, tires and installation of backing up camera with beeping sound
- Ford F150 pickup truck installed a backing up camera with beeping sound
- Installed new water tank behind Ford Ranger with water pump, hose, and plumbing
- Staff replaced two bucket seat swings in the playground at Rush Park
- Annual reporting transmittal (Government Fleet Smog Check Program) for RCSD vehicles
- Staff installed new recycling receptacles at all of the facilities
- Service HVAC system units in all the facilities
- Yearly Fire inspection was completed (RCSD is in compliance with the Fire Department)

Regular Maintenance Performed - District staff continues to inspect District properties and is performing maintenance as follows:

DAILY

- Facility safety check and recording
- Restrooms and trash – two times per day
- Wipe down rails and swings of playgrounds
- Wipe down and clean picnic tables in shelters and around the park
- Wipe down exercise machines and repair as needed
- Clean doorknobs around main entrances of buildings
- Vacuum offices
- Blow off walkway to Rossmoor Park entrance
- Clean and disinfect the kitchen at all parks
- Monitor landscape contractor
- Clean and inspect drinking fountains
- Check and mop floors at Montecito Center
- Pick up papers around the parks

WEEKLY

- Deep clean Rossmoor and Montecito restrooms every other week with versa machine
- Deep clean Rush Park restrooms every other week with versa machine
- Wash, clean and gas up RCSD vehicles once per week
- Wash windows at Rossmoor every other week
- Blow off tennis courts three times per month
- Weed and scarify infields at Rush Park
- Deep clean the refrigerator at all parks
- Disinfect the main office and all the facilities with fog machine
- Inspect and service cleaning vacuums in all the facilities
- Set up and take down for the Farmers Market
- Do the high frequency playground inspection list
- Meet up with irrigation technician during irrigation system inspection
- Check emergency defibrillators in all the facilities

MONTHLY

- Spot clean carpets
- Clean all blinds at parks
- Dust ceilings in all rooms at all parks for cobwebs and dust
- Wipe down all ventilation outlets
- Trim the Rossmoor wall the first week of each month
- Inventory of all supplies by the first week of each month
- Post and take down Board Meeting banners
- Power wash playgrounds once per month
- Power wash tennis courts once per month to save water
- Power wash canopy shelters
- Check lights at all the facilities and replace as needed
- Set up and take down Board Meeting set up

QUARTERLY

- Service HVAC system
- Service fire alarms
- Service all fire extinguishers
- Service fire suppression system
- Wash canopy roof at Rossmoor and Rush Park
- Service sewer main lines at all the facilities
- Clean rain gutters at the facilities
- Clean French drains at Rossmoor Park
- Adjust timers for day-light savings
- Service ice machines at Rossmoor and Rush Park
- Open for Blood drive at 7 a.m.
- Yearly backflow testing
- Annual reporting transmittal (Government Fleet Smog Check Program for RCSD vehicles)
- Yearly Fire Inspection

Respectfully Submitted By:

Omero Perez, Park Superintendent

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-4

Date: September 12, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER
SERVICES WITH MICHAEL EUGENE RANESES

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee recommends that the RCSD Board of Directors renew/extend the Professional Services Agreement for Hearing Officer Services for the RCSD with Michael Eugene Raneses, Effective November 10, 2023, for a term of one year ending on November 9, 2024.

INFORMATION

The RCSD entered into a Professional Services Agreement for Hearing Officer services with Michael Eugene Raneses effective November 10, 2020. There have been a number of tree hearings that Mr. Raneses has presided over. He has represented the District well and provided civil citation hearing services in a professional manner. As the hearing Officer, he follows up with the parties involved in accordance with sound professional practices. This has been very helpful to the District because it provides a neutral authority to oversee the hearings and make the final determination.

Mr. Raneses has indicated that he would like to extend the term of the Professional Services Agreement with RCSD for one year. He is requesting a change in the rate from \$100 per hour to \$125 per hour; annual compensation not to exceed \$5,000. Mr. Raneses was paid \$0 last year (July 1, 2022-June 30, 2023), however there are a few outstanding citations that are pending review.

On August 29, 2023, the RCSD Personnel and Contract Administration Committee (Directors DeMarco and Maynard) met to review Mr. Raneses Professional Services Agreement and his request to extend the term of the agreement for one year, beginning November 10, 2023,

through November 9, 2024. The Committee recommended forwarding the Professional Services Agreement to the RCSD Board of Directors for approval of a one-year extension.

Should the RCSD Board of Directors approve the extension of Mr. Raneses' Professional Services Agreement, the General Manager will send a letter indicating the agreement will be extended for the term of one year at the rate of \$125 per hour, annual compensation to exceed \$5,000. Upon acceptance, the letter will be executed by Mr. Raneses and the General Manager

FISCAL IMPACT

It is not anticipated that there will be any fiscal impact for this item. The fines collected should offset the cost of the Hearing Officer.

ATTACHMENTS

1. Professional Services Agreement for Hearing Officer Services with Michael Eugene Raneses
2. Letter extending Professional Services Agreement with Michael Eugene Raneses from November 10, 2022 through November 9, 2023
3. Draft letter to extend Professional Services Agreement with Michael Eugene Raneses from November 10, 2023 through November 9, 2024

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER SERVICES
WITH MICHAEL EUGENE RANESES
(2020-2021)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of November, 2020 ("Effective Date") by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a public agency ("District") and MICHAEL EUGENE RANESES, an individual ("Consultant").

WITNESSETH:

A. WHEREAS, District proposes to utilize the services of Consultant as an independent contractor to provide civil citation hearing officer services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, District and Consultant desire to contract for the specific services described in Exhibit A and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of District has a financial interest within the provisions of sections 1090-1092 of the California Government Code in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of District. Consultant agrees to perform all work to the complete satisfaction of the District. Evaluations of the work will be done by the District

Manager or his or her designee. If the quality of work is not satisfactory, District in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including but not limited to those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; Workers' Compensation insurance and safety in employment; and all other federal, state and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless District from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against District for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in nor permit its agents to engage in discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that District may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of District. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of District. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by District. District shall grant such authorization if disclosure is required by law.

All District data shall be returned to District upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid an hourly rate of one hundred dollars (\$100.00) per hour. Consultant's annual compensation shall not exceed five thousand dollars (\$5,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the District Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the District for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to District's sole satisfaction. District shall pay Consultant's invoice within forty-five (45) days from the date District receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for

a period of one (1) year, ending on November 10, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The District reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the District.

4.3. Compensation. In the event of termination, District shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of District's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the District or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Consultant, at no cost to District. Any use of uncompleted documents without specific written authorization from Consultant shall be at District's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated A, Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limits per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles for bodily injury and property damage.

- (c) Workers' Compensation insurance as required by the State of California. Consultant agrees to waive and to obtain endorsements from its Workers' Compensation insurer waiving subrogation rights under its Workers' Compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their Workers' Compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than one million dollars (\$1,000,000.00) combined single limits per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as it respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the District, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. Unless otherwise designated by District, the District General Manager or his or her designee shall be the Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with District during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by District.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark

if such communication is sent through regular United States mail.

IF TO CONSULTANT: Michael Eugene Raneses 2409 Mira Monte Court Tustin, CA 92782 Tel: (714) 287-4999	IF TO DISTRICT: Rossmoor Community Services District Attn: Joe Mendoza, General Manager 3001 Blume Dr. Rossmoor, CA 90814 COURTESY COPY TO: Jones & Mayer Attn: Tarquin Preziosi, General Counsel 3777 N. Harbor Blvd. Fullerton, CA 92835
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6.5. [intentionally deleted].

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the

Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of District. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold District harmless from any failure of Consultant to comply with the applicable Worker's Compensation laws. District shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification arising under this paragraph.

6.11. [intentionally deleted.]

6.12. Cooperation. In the event any claim or action is brought against District relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Consultant. District shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code section 6254.7, and of which Consultant informs District of such trade secret. The District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the District Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to District, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of District while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except

as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Michael Raneses

Michael Eugene Raneses

Date: November 12, 2020

Social Security or Taxpayer ID Number

ROSSMOOR COMMUNITY SERVICES DISTRICT

M. Maynard

Michael Maynard
Board President

Date: 11.13.2020

APPROVED AS TO FORM FOR DISTRICT

A. Preziosi

Tarquin Preziosi
General Counsel

Date: November 13, 2020

EXHIBIT A

SCOPE OF WORK - HEARING OFFICER

Introduction

A Hearing Officer is responsible for ensuring due process by performing quasi-judicial duties by presiding over civil citations. The District's powers involve issuing civil citations to encourage compliance with the provisions of specified District Policies. The Hearing Officer is responsible for conducting administrative reviews requested by person(s) receiving a civil citation. After considering all the evidence and testimony submitted at the administrative review, the Hearing Officer shall issue a written decision to uphold or dismiss the citation.

General Scope of Work

In accordance with Policy No. 3098, Administrative Citations, the Hearing Officer's duties include:

- Performing professional level work as an independent, unbiased contractor to the District.
- Conducting hearings for administrative reviews of civil citations that are contested by the citee on a date at least ten (10) days but not more than thirty (30) days after the citee requests a hearing, and upon at least 10 days' written notice to the citee. The Hearing Officer also conducts hardship hearings to consider a waiver of civil citation fees.
- Scheduling hearings with the District, which hearing duration will generally vary from one (1) to three (3) hours.
- Reviewing pertinent public records on the citation, citation records and/or reports reviewed from the District staff (which may include consultants), including information showing all fine deposits and fee waivers granted.
- Receiving testimony from the citee and reviewing evidence relevant to financial hardship and the Policy violation specified in the citation.
- Receiving evidence on the citation, and any other reports prepared by the District staff concerning the Policy violation and any attempted correction of the violation if applicable.
- Receiving testimony from the District staff if they are present and if requested.
- Continuing a hearing if a request is made by the citee, or the citee's representative, or the representative of the District, upon a showing of good cause. If the request for continuance is denied, the hearing shall proceed as scheduled.
- After considering all the evidence and testimony submitted at the administrative review, issuing a Notice of Decision to uphold the citation or cancel it based upon a conclusion of whether or not a violation occurred for which the citee was a responsible person. The Hearing Officer has no discretion or authority to reduce or modify a fine.
- In the event of a conflict between Policy No. 3098 and this Scope of Work, Policy No.3098 shall control the interpretation of this Scope of Work.



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

September 14, 2022

Mr. Michael Raneses
P.O. Box 3124
Tustin, CA 92781

Dear Mr. Raneses:

Thank you for providing Hearing Officer Services to the Rossmoor Community Services District (RCSD) from November 2020 to the present. At their regular Board meeting on September 13, 2022, the RCSD Board of Directors approved the extension of your Professional Services Agreement (PSA) for one year – November 10, 2022 through November 9, 2023.

The PSA that was executed in November 2020 between the District and you provides the option to extend the agreement by mutual written agreement of the District and yourself. Please sign below and return this letter to me. Upon receipt, we will complete the renewal process and send you a fully executed copy of this letter.

Thank you for your service to the District. We appreciate your assistance and the professional manner in which you perform your duties.

Sincerely,

Joe R. Mendoza
General Manager

**Extension of Professional Services Agreement for Hearing Officer Services between
the Rossmoor Community Services District and Michael Eugene Raneses
November 10, 2022 – November 9, 2023**

Accepted by:

Michael Raneses

Michael Eugene Raneses

Date: 10-03-22

Joe R. Mendoza, General Manager
Rossmoor Community Services District

Date: 9/13/2022

September 13, 2023

Mr. Michael Raneses
P.O. Box 3124
Tustin, CA 92781

Dear Mr. Raneses:

Thank you for providing Hearing Officer Services to the Rossmoor Community Services District (RCSD) from November 2020 to the present. At their regular Board meeting on September 12, 2023, the RCSD Board of Directors approved the extension of your Professional Services Agreement (PSA) for one year – November 10, 2023 through November 9, 2024.

The PSA that was executed in November 2020 between the District and you provides the option to extend the agreement by mutual written agreement of the District and yourself. Please sign below and return this letter to me. Upon receipt, we will complete the renewal process and send you a fully executed copy of this letter.

Thank you for your service to the District. We appreciate your assistance and the professional manner in which you perform your duties.

Sincerely,

Joe R. Mendoza
General Manager

**Extension of Professional Services Agreement for Hearing Officer Services between the Rossmoor Community Services District and Michael Eugene Raneses
at the rate of \$125 per hour, annual compensation not to exceed \$5,000.
November 10, 2023 – November 9, 2024**

Accepted by:

Michael Eugene Raneses

Joe R. Mendoza, General Manager
Rossmoor Community Services District

Date: _____

Date: _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: September 12, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND POSSIBLE ACTION REGARDING BIDS RECEIVED FOR PICKLEBALL COURT CONVERSION AND RESURFACING OF TENNIS AND BASKETBALL COURTS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board Of Directors discuss the Tennis/Basketball/Pickleball Court resurfacing bid submittals and direct the General Manger accordingly. The options are:

1. Award the contract to the lowest bidder (Taylor Tennis Courts Inc.).
2. Reject all bids received and go back out to bid.
3. Reject all bids and specifically bid the Pickleball Court Conversion.
4. Reject all bids and put the project out to bid to include the resurfacing the Pickleball Court and Basketball Court. Bid the existing three tennis courts the following year in order to defer expenditures.

BACKGROUND

According to available records the resurfacing of the four tennis courts and basketball court was done in 1992, 2011 (a span of 19 years) and 2019 (a span of eight years). Due to the length of time in between court resurfacing in 2011 the courts needed additional concrete removal and replacement due to worn and blistered court surfaces. The life span of a surfaced court is anywhere from four to seven years depending on preventive maintenance and amount of play.

The Rossmoor Community Services District performs ongoing maintenance on a regular basis (wash once a month and blow off courts weekly or as needed). Therefore, the courts were resurfaced five years ago and are in above average condition. The RCSD Board of Directors recently adopted the 2023-2024 budget that includes \$50,000 in Capital Improvements (Department 10-30-6005) for Tennis and Basketball Court resurfacing. The recent approval to convert one tennis court into four pickleball courts would be absorbed into this allocation since the work would include an existing tennis court.

Therefore, the bid invitation for the Tennis/Basketball/Pickleball Court Resurfacing and Conversion Project went out on August 2, 2023 (see attachment 1 News Enterprise advertisement). Bids were due at the RCSD office on August 23, 2023.

FINDINGS

The Rossmoor Community Services District received bids from three companies that met all of the bid package criteria. The bids were opened on August 23, 2023 and the lowest bid was in the amount of \$61,395 submitted by Taylor Tennis Court Inc. The breakdown of all bids received is as follows:

- **\$61,395** **Taylor Tennis Courts Inc.**
- **\$71,000** **Zaino/Beynon Sports**
- **\$71,482** **Trueline Construction & Surfacing**

Since the lowest bidder is \$11,395 above the allocated \$50,000 budgeted amount, the General Manager has provided options to breakout the Pickleball Court Resurfacing/Conversion and the Basketball Court Resurfacing to be completed this fiscal year 2023-2024 and the three Tennis Courts to be completed in 2024 and 2025. As previously outlined the courts are in above average condition and will be within the average life expectancy if the resurfacing were deferred. As a reference the cost to resurface four Tennis Courts and one Basketball Court in 2011 (which included additional concrete damage remediation) was \$34,550 and \$23,730 in 2019 for court resurfacing.

Fiscally the five courts (Basketball Court included) amortized over a five-year period is approximately \$4,746 per year (maintenance included is approximately an additional \$4,000 per year). Therefore, the annual amortized resurfacing/maintenance cost is approximately \$8,700. The annual court reservations and contracted lesson fees received are approximately \$45,000. The annual cost to operate the courts is 20% of the annual revenue generated by the courts.

ATTACHMENTS

1. News Enterprise Advertisement

ROSSMOOR COMMUNITY SERVICES DISTRICT INVITING BIDS
NOTICE IS HEREBY GIVEN that the Rossmoor Community Services District ("RCSD") invites sealed bids for the Rossmoor Park Pickleball Court Conversion and Basketball/Tennis/Pickleball Resurfacing Project ("Project"). The Project site is located at 3232 Hedwig Road, Rossmoor, CA 90720.

ATTACHMENT 1

1. **BID SUBMISSION AND OPENING.** RCSD will receive such bids via delivery to the RCSD offices, located at 3001 Blume Drive, Rossmoor, CA 90720, up to the hour of 11:30 a.m., on the 23rd of August 2023, at which time they will be opened publicly and read aloud outside the offices of RCSD at 11:45 a.m. Any bid received after the scheduled closing time for the receipt of bids shall be returned to the bidder unopened. It shall be the sole responsibility of the bidder to see that his/her/its bid is received by the deadline.

2. **BID CONTENTS.** Sealed bid proposals shall bear the title of the Project and name of the bidder but no other distinguishing marks.

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant facilities and all management, permits, labor and services. In the event of a price difference quoted in words and a price quoted in numbers for the same quotation, the words shall prevail.

In preparing bid prices, the bidder represents that he/she/it has carefully examined the contract documents, and the physical conditions and investigations pertaining to the job site where the work is to be performed and that he/she/it has familiarized himself/herself/itself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect performance of the work.

3. **BID PACKAGE.** The Bid Package is available on RCSD's website at www.rossmoor-csd.org. All prospective bidders that wish to obtain a hard copy of the Bid Package must make an appointment to pick up the Bid Package at the RCSD office by contacting Joe Mendoza at JMendoza@Rossmoor-CSD.org. Alternatively, prospective bidders may request that a hard copy be mailed to them by contacting JMendoza@Rossmoor-CSD.org or Jessica Verduzco at JVerduzco@Rossmoor-CSD.org. Please be advised that it is the bidder's responsibility to obtain the Bid Package in sufficient time to deliver a sealed bid on or before the deadline.

4. **MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION.** A mandatory pre-bid

conference and site inspection will be held on Monday, August 14, 2023, at 10:00 am.

5. **ADDITIONAL INSPECTIONS OF PROJECT SITE.** Bidders for this Project may conduct additional site inspections of the existing surfaces before submitting bids. To conduct an additional site inspection, bidders should contact the RCSD office at (562) 430-3707 or Joe Mendoza at JMendoza@Rossmoor-CSD.org to make an appointment.

6. **LICENSES, PERMITS AND INSPECTIONS.** A valid Class A General Engineering Contractor License or a C-32 Parking and Highway Improvement License, issued by the California Contractors State License Board, is required at the time the contract is awarded, pursuant to Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.** Pursuant to

Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.

8. **PREVAILING WAGES.** This Project is a "public work" subject to the prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the Labor Code, all works employed on the Project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with RCSD and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

9. **BID SECURITY.** Each bid must be submitted with a certified check, cashier's check, or a bid bond, made payable to or in favor of the Rossmoor Community Services District, in an amount equal to at least five percent (5%) of the total amount of the bid. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.

10. **PAYMENT, PERFORMANCE AND WARRANTY BONDS.** Prior to commencement of work, the successful bidder will be required to provide a payment bond and a performance bond, each in an amount to no less than one hundred percent (100%) of the total amount payable pursuant to the contract. The successful bidder will also be required to provide a materials and workmanship warranty bond for no less than a one (1) year period from the date of the recorded Notice of Completion. At the discretion of the RCSD, this warranty bond will be used to repair and/or replace any defective or deficient materials and/or workmanship used, supplied or provided. The bonds shall be executed by an admitted surety insurer. The bonds shall be in a form approved by RCSD.

11. **RETENTION.** As authorized by Public Contract Code section 7201(b)(1), RCSD withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the RCSD to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.

12. **NON-DISCRIMINATION.** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for RCSD in connection with the Project.

13. **ADDITIONAL REQUIREMENTS.** This Project is subject to all applicable local, state, and federal regulations and requirements.

14. **RCSD'S RIGHT TO REJECT BIDS.** RCSD reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM I

Date: September 12, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this report.

INFORMATION

In addition to the day-to-day operations of the Rossmoor Community Services District (RCSD), the General Manager would like to highlight the following:

1. Family Festivals Update

- The fourth and final Family Festival was held Saturday, September 9, 2023, with Stone Soul as the headliner.

2. A Personnel and Contract Administration Committee Meeting was held August 29, 2023, to discuss potential staff bonuses and contract renewals. A discussion was held on the contracts currently in place with Brightview Landscaping Services, Street Sweeping Corp of America, The Youth Center and Tree Hearing Officer, Michael Eugene Raneses. The committee gave direction to the General Manager to continue with negotiations and report to the Board of Directors at the October 10, 2023, Board meeting.

A discussion was also held regarding the allocation of the 2% (\$9,100) to be disbursed among staff during the month of December 2023. The General Manager presented several options and was given direction by the Committee to develop an outline for performance incentives.

3. Upcoming Parks/Facilities Committee scheduled for September 26, 2023. Agenda will include the following:
 - Tennis and Pickleball Hours of operation, usage policy and reservation fees
 - Review of proposed policy updates
 - Review of Park Rules signage
 - Design review/selection of flooring for Rush Park Auditorium
 - Design review of RCSD Flag
4. RCSD staff will be attending the LAGSL Board Meeting on September 14, 2023.
5. Los Alamitos Chamber Heroes Luncheon is being held September 21st at the Rush Park Auditorium beginning at 11:30 a.m.
6. RCSD and the Youth Center are hosting a Family Evening event at 6:00 p.m. on September 21st at the Rush Park Auditorium.
7. Tree pruning will begin in October between the streets of Wallingsford Rd., Shakespeare Rd., Martha Ann Dr., Ruth Elaine Dr. Davenport Rd, Huntley Dr.
8. Social Media/Website Ad Hoc Committee meeting scheduled for September 19, 2023, to discuss website design and development.
9. Meeting with Supervisor Andrew Do and Chief of Staff Chris Wangsporn on September 19, 2023, to discuss ZIP Code and sales tax issues.
10. Presidential Primaries will be held in the Rossmoor Park Community Center February 28-March 6, 2024.
11. FY 2022/2023 audit is in progress. RCSD staff Kelly Contreras and Accounting Consultant Michael Matsumoto are coordinating efforts with Rogers, Anderson, Malody & Scott, LLP (RAMS). An Audit Committee meeting is scheduled for September 27, 2023, at 7:00 p.m. to discuss findings. Results will be reported to the Board at their regularly scheduled meeting of October 10, 2023, at 7:00 p.m.

ATTACHMENTS

1. Tree Pruning Grid

