

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board
Agenda Package

October 10, 2023

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

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, October 10, 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 | Boy Scout Troop 642 |

4. PRESENTATIONS:

- a) RECOGNITION OF SPONSORS FOR THE SUMMER FAMILY FESTIVALS
- b) PRESENTATION BY DOUGLAS DAVERT (CHAIR) AND JAMES FISLER (COMMISSIONER) ORANGE COUNTY LOCAL AREA FORMATION COMMISSION (OCLAFCO)
- c) GOLDEN STATE WATER – KEN VECCHIARELLI, ORANGE COUNTY DISTRICT GENERAL MANAGER
- d) FENTANYL AWARENESS PRESENTATION BY SGT. GUNSOLLEY AND RESIDENT KIMI NILSEN

B. ADDITIONS TO AGENDA – None

In accordance with Section 54954 of the Government Code (Brown Act), action may be taken on items not on the agenda, which was distributed, if: A majority of the Board determines by formal vote that an emergency exists per Section 54956.5 (for example, work stoppage or crippling disaster which severely impairs public health and/or safety); or

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

C. PUBLIC FORUM

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

D. REPORTS TO THE BOARD

- 1. REPORT ON THE URBAN FOREST – DISTRICT ARBORIST MARY KINGMAN
- 2. MONTHLY TRAFFIC/SAFETY UPDATE

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. AUGUST 2023 REVENUE AND EXPENDITURE REPORT

4. PARKS/FACILITIES MAINTENANCE REPORT – OMERO PEREZ
5. 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.
2. INTRODUCTION OF AMENDMENTS TO POLICY NO. 5020 TO INCLUDE RESOLUTIONS WITHIN REGULAR CALENDAR AGENDA ITEMS AND TO RESTORE PREVIOUSLY OMITTED LANGUAGE
3. REPORT FROM THE AD HOC WEBSITE COMMITTEE REGARDING RCSD WEBSITE REFRESH PROJECT
4. DISCUSSION REGARDING RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH RAMS, LLP FOR AUDITOR SERVICES

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.

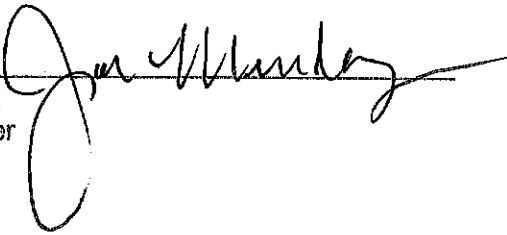
Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the 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 October 10, 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:

 Date 10/5/2023

JOE MENDOZA
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4(a)

Date: October 10, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: RECOGNITION OF SPONSORS FOR THE SUMMER FAMILY FESTIVALS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors recognize the sponsors who generously contributed to the District's 2023 Summer Family Festivals.

INFORMATION

On June 3, July 8, August 12 and September 9, the RCSD held its Summer Family Festivals at Rush Park. The events included entertainment by local schools, dance groups, and the cover bands Familiar Faces, Gold Rush Country, The Emperors, and Stone Soul. The festivals also included food trucks, vendor booths, and a kid's zone complete with a variety of bounce houses.

Overall, the estimated attendance for the four Family Festivals was 11,000 people. These family events are a great way to create community connections and are made possible by a number of generous sponsors who contributed to make the Summer Family Festivals successful. The Board will recognize the following sponsors:

Sponsor	Sponsorship Level	Contribution
FRIDAY NIGHT LIGHTS	TITLE	\$5,000
MEMORIALCARE	TITLE	\$5,000
THE SIMON LAW GROUP	TITLE	\$5,000
TOMBLIN TEAM REAL ESTATE	GOLD	\$1,000
ROSSMOOR HOMEOWNERS ASSOCIATION	GOLD	\$1,000
BRAITHWAITE CHIROPRACTIC	SILVER	\$500
WEST COAST ARBORIST	SILVER	\$500
MOYA COLLEGE SUCCESS	SILVER	\$500
LOS ALAMITOS PEDIATRICS	SILVER	\$500
PRINTMASTERS	COMMUNITY	\$250
HOMES BY LOREE	COMMUNITY	\$250
PATHWAYS TO INDEPENDENCE	COMMUNITY	\$250

Looking ahead, please mark your calendars for the following festival/event dates:

October 26, 2023	Farmer's Market Harvest Festival – Rush Park – 4p-7p
November 4, 2023	Health and Wellness Festival - Rush Park – 12p-4p
November 18, 2023	Bulky Item Drop Off/Compost Giveaway – Rush Park – 9a-12p
December 9, 2023	Winter Festival – Rush Park – 4p-9p
May 11, 2024	Health and Wellness Festival - Rush Park - TBD
June 8, 2024	Family Festival – Rush Park – 4p-9p
July 13, 2024	Family Festival – Rush Park – 4p-9p
August 10, 2024	Family Festival – Rush Park – 4p-9p
September 14, 2024	Family Festival – Rush Park – 4p-9p
December 14, 2024	Winter Festival – Rush Park – 4p-9p

ATTACHMENTS

1. October 26, 2023 - Farmer's Market Harvest Festival flyer
2. November 4, 2023 – Health and Wellness Festival flyer
3. November 18, 2023 – Bulky Item Drop Off/Compost Giveaway Event Flyer
4. December 9, 2023 – Winter Festival Flyer

ROSSMOOR CERTIFIED FARMERS MARKET

HARVEST FESTIVAL

ENJOY AN AFTERNOON OF FAMILY
FUN AT RUSH PARK!

OCT. 26, 2023 • 4PM TO 7PM

ACTIVITIES TO START AT 4PM
UNTIL SUPPLIES RUN OUT

🎃 ACTIVITIES 🎃

- PUMPKIN PAINTING • COOKIE DECORATING •
- TRICK OR TREAT • HALLOWEEN CRAFTS •
- PONY RIDES •

👻 CONTESTS 👻

TWO AGE GROUPS 9 YRS & YOUNGER • 10 YRS & OLDER
CONTESTS WILL START AT 5:45 PM

- PUMPKIN PAINTING CONTEST •
- COSTUME CONTEST •

🐕 DOG COSTUME CONTEST 🐕



ROSSMOOR COMMUNITY SERVICES DISTRICT'S

ROSSMOOR

HEALTH FAIR



SATURDAY, NOVEMBER 4, 2023

11AM - NOON: YOGA CLASS

NOON - 4PM: VENDOR FAIR



RUSH PARK

INFO:

562-704-2379



Rossmoor Neighborhood Clean Up Event

When: 9 am to 12 pm, Saturday, November 18th, 2023

Where: Rush Park - 3001 Blume Drive, Rossmoor, CA



Rossmoor has teamed up with CR&R to bring you a Bulky Item Clean Up Event on Saturday, November 18th, 2023 from 9 am to 12 pm at Rush Park. Rossmoor residents may bring acceptable items that cannot be picked up on regular days. Items should not exceed 8 feet in length.

All residents must show proof of residency. Photo identification and/or an event flyer must be presented. NO commercial haulers, self-haulers, U-Hauls, cargo trailers, utility trailers, rental or moving trucks.

ITEMS ACCEPTED:



Furniture:

Sofa Beds, couches, tables, chairs, mattresses, box springs, patio furniture, etc.

Large Appliances:

Washing machines, dryers, refrigerators, stoves, water heaters, dishwashers, air conditioners, microwaves etc.

E-waste: Televisions, computers/laptops, printers, copiers, fax machines.

ITEMS NOT ACCEPTED:



Vehicles Batteries • Drums • Construction Materials

Concrete • Rock • Dirt • Liquids • Oil • Chemicals • Camper Shells

Tree Stumps • Car Bodies • Asphalt • Engine Blocks

Hazardous Waste • Paint • Business Waste • Aerosols • Propane Tanks

U-waste: Household batteries and Fluorescent light tubes.

ROSSMOOR COMPOST GIVEAWAY 2023

When you place your food scraps and yard waste in your Organics cart, it gets processed into rich compost. To thank you for participating in organics recycling, CR&R together with Rossmoor Community Services District, will distribute free compost bags to our valued customers.

WHEN: Saturday, November 18th, 2023

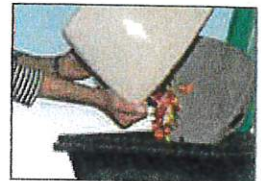
WHERE: 3001 Blume Drive, Rossmoor

TIME: 9 am until 12 pm or while supplies last



This is a popular event, we hold firmly to the 2 bags per household with coupon so we can service as many customers as possible with our available supply.

Please remain in your vehicle while CR&R loads your vehicle.



Acceptable items to place in your organics cart



Food Waste | Fats•Oils•Grease | Food-Soiled Paper | Yard Waste



Courtesy of **Rossmoor & CR&R Environmental Services**

DATE: Saturday, November 18th, 2023
TIME: 9am to 12pm (or while supplies last)
WHERE: 3001 Blume Drive, Rossmoor, CA

2 FREE COMPOST GIVEAWAY COUPON



2 FREE BAGS PER HOUSEHOLD WITH COUPON WHILE SUPPLIES LAST

Due to the popularity of our compost giveaways, we hold firmly to the two bags with coupon so that we can service as many interested customers as possible with our available supply of compost.

Holiday Schedule: Non-Collection Days

New Year's Day | Memorial Day | Independence Day | Labor Day | Thanksgiving Day | Christmas Day

If the holiday falls on a Saturday or Sunday, trash will be collected on your normal collection day with no delays to your pickup. If the holiday falls during the work week, collection for the remainder of the week will be delayed by one day. For example, if Independence Day falls on a Monday, and your normal collection day is on a Thursday, your pickup for that week will be on Friday.



Customer Service
800.826.9677
crrinc.com

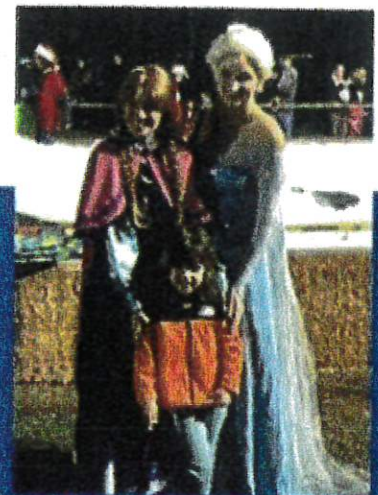
environmental services
the face of a greener generation

ROSSMOOR WINTER FESTIVAL

DECEMBER 9TH 4-9 PM



**Live Music, Snow Play Area,
Kids Carnival, Food Trucks,
Craft Vendors and Holiday Fun**



FOOD TRUCKS



Rush Park

3001 Blume Dr. Rossmoor

For info: (310) 560-9122



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4(b)

Date: October 10, 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 MSR's, 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 MSR's 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 MSR's for the [West](#) and [Southwest](#) Regions were reviewed and approved by the Commission at their August 9th meeting. Upcoming Special District MSR's 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

ATTACHMENT 1

Approved _____ 2023

2023



January						
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December						
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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 A-4(c)

Date: October 10, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GOLDEN STATE WATER – KEN VECCHIARELLI, ORANGE COUNTY DISTRICT GENERAL MANAGER

RECOMMENDATION

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

INFORMATION

Ken Vecchiarelli, Orange County District General Manager from the Golden State Water District will make a presentation regarding water conservation and provide other past and future updates of interest to RCSD.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4(d)

Date: October 10, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: FENTANYL AWARENESS PRESENTATION BY SGT. BRIAN GUNSOLLEY AND RESIDENT KIMI NILSEN

RECOMMENDATION

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

INFORMATION

Sgt. Gunsolley and Rossmoor resident Kimi Nilsen will present to the RCSD Board the Fentanyl Awareness Program to be held on Thursday, November 16, 2023 at 6:30pm in the Rush Park Auditorium. The importance of educating the public regarding this epidemic could be life-saving.

- Illicit fentanyl is a potent synthetic opioid analgesic sold illegally on the streets for people to get high. It is responsible for most drug-related deaths in Orange County. It is often sold online as a counterfeit pill to unsuspecting people seeking relief from pain and anxiety. Fentanyl is also being added to other drugs like methamphetamine, cocaine, and marijuana. Between 2016 and 2022, fentanyl-related deaths rose 1600% in Orange County and is now the leading cause of death for teenagers. During a fentanyl overdose, the person goes unconscious and stops breathing. The immediate deployment of Naloxone by a bystander or family member can save their life. Naloxone, also known as Narcan, is an effective lifesaving opioid overdose reversal nasal spray that anyone can administer with very little training.
- During the fentanyl awareness seminar, Sergeant Brian Gunsolley from the Orange County Sheriff's Department will provide attendees with current information about the fentanyl epidemic in Orange County, including statistics, how it's being manufactured and sold, and treatment options for people struggling with Opioid Use Disorder. Additionally, the Orange County Healthcare agency will provide two doses of Naloxone for every attendee after a fifteen-minute training session to help reduce the risk of death caused by an accidental fentanyl poisoning.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: October 10, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by District Arborist Mary Kingman
Subject: REPORT ON THE URBAN FOREST

RECOMMENDATION

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

INFORMATION

This report provides the RCSD Board of Directors with an overview of the Urban Forest and work being performed in the maintenance and preservation of the trees within the parks and parkways of Rossmoor.

ATTACHMENTS

1. Report on the Urban Forest

**RCSD TREE DEPARTMENT
REPORT ON THE URBAN FOREST
May – September 2023**

Heavy rainfall that southern California experienced during the first three months of 2023 resulted in rapid crown growth on many trees. Tropical storm Hilary passed over the region on August 20 and in the early morning of August 21 with several inches of rain falling within a few hours and winds of up to 32 MPH recorded at Long Beach Airport. A total of 52 limbs failures were recorded because of the storm. Four small trees failed in the wind and rain and 4 trees required emergency removal due to major limb loss. The only damage reported was a broken car antenna.

Other tree data for the months of May through September 2023:

- **66** trees were pruned by District contractors for safety or clearance issues.
- **76** trees were pruned by Orange County Public Works contractors.
- **77** trees that were either dead or considered high risk were removed from Rossmoor parkways and parks.
- **5** unauthorized trimming or removal citations were issued.
- **104** limb failures, mostly weather related, occurred.
- **2** small property damage claims were filed.
- **5** trees failed. Four of these during tropical storm Hilary.
- **243** resident service requests were responded to.

Grid pruning for grid area #1 on the north end of Rossmoor began on September 29, 2023. Around 1200 trees will be pruned, along with 300 trees in other grid areas that require supplemental pruning.

RCSD staff will continue to promote, protect, and maintain a healthy urban forest in Rossmoor. The following are some of the practices that are implemented as part of the District's Urban Forestry program.

Planting Trees

- Trees are planted in vacant parkways and park sites.
- An age and species diverse urban forest is promoted.
- Residents are encouraged to take part in the tree selection process.

Caring for Trees

- All trees are trimmed on grid cycle, once every four years.
- Supplemental trims are performed as needed.
- Hazardous tree conditions are promptly responded to.
- Tree stakes, water basins or mulch are installed as needed.

- Newly planted or drought stressed trees are watered as needed.
- Tree health concerns from residents are promptly addressed.

Monitoring Trees

- Trees are regularly assessed and monitored for health, maintenance, and safety.
- Resident service requests for safety concerns, trim/removal/planting requests and general inquiries are responded to in a timely manner.

Protecting Trees

- Parkway tree policy violations for unauthorized trims, removals, and plantings are responded to according to policy.
- Administrative citations and fines for unauthorized trimming or removal are issued according to policy.
- Letters of correction are sent to residents for tree policy violations involving signs, swings, or artificial turf.

Educating the Public

- Homeowner welcome packets are distributed to new residents.
- The RCSD website is updated with Tree Department information.
- District tree policy information is published in the RCSD newsletter.
- An annual Arbor Day celebration is hosted by the RCSD.

Urban Forest Report 2023 Totals

Month	Safety Pruning OCPW	Grid Pruning	Off-Grid Pruning	Tree Planting	Tree Citation	Parkway Tree Removal	Small Tree Removal	Park Tree Removal	Driveway Permit Removal	Resident Service Request
Jan-23	15						6			36
Feb-23				47		11	1			19
Mar-23				4			1			22
Apr-23			50				1			16
May-23						16	2	1		14
Jun-23					1		1	1		28
Jul-23	8		8		1	6	1		1	53
Aug-23	53		8		3			2		88
Sep-23						26		2		60
Oct-23										
Nov-23										
Dec-23										
Totals	76	0	66	51	5	59	13	6	1	336

Sep-23	TREES	5,152	VALUE	\$19,314,960.00
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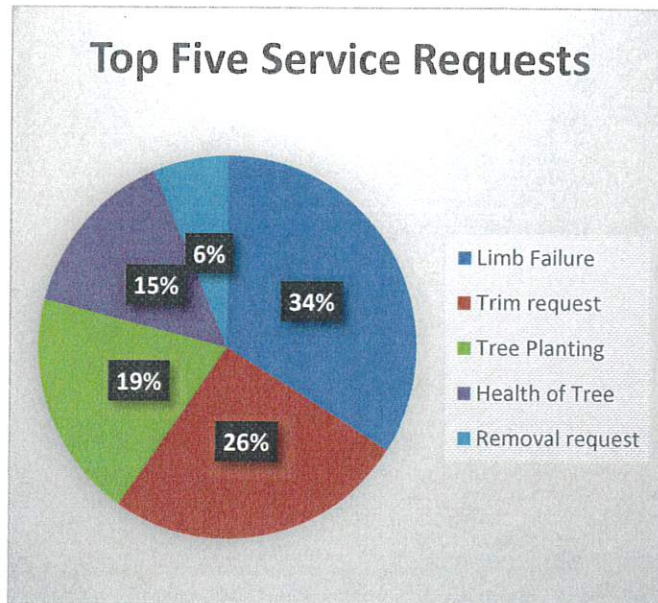
Data retrieved from the National Weather Service (NWS) and the National Oceanic and Atmospheric Administration (NOAA)

Monthly Total Precipitation for Long Beach Area, CA

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2013	1.04	0.3	0.85	0.02	0.66	T	0.07	0
2014	0.01	2.34	0.47	0.37	0	0	0.01	0.07
2015	0.87	0.24	0.49	0.22	0.77	0.01	0.54	T
2016	2.29	0.61	0.92	0.11	0.05	0.01	0	0
2017	9.33	4.72	0.15	0.18	0.4	0	0	T
2018	1.48	0.29	1.64	0.04	0.01	0	0	0
2019	6.42	5.06	1.98	0.02	0.5	0.03	0.01	0
2020	0.31	0.33	3.01	3.03	0.04	T	0	0
2021	1.37	0.07	1.47	0.02	T	T	0.03	0.04
2022	0.01	0.08	0.9	0.15	T	0.12	0	0
2023	6.32	2.9	6.91	0.08	0.53	T	0	2.66
Mean	2.68	1.54	1.71	0.39	0.27	0.02	0.06	0.25
Max	9.33	5.06	6.91	3.03	0.77	0.12	0.54	2.66
	2017	2019	2023	2020	2015	2022	2015	2023
Min	0.01	0.07	0.15	0.02	0	0	0	0
	2022	2021	2017	2021	2014	2018	2023	2022

Date	Time	wind_gust/mph
8/21/2023	01:49AM	32.22
8/21/2023	01:53AM	32.22
8/21/2023	01:36AM	31.07
8/21/2023	04:27AM	27.62
8/21/2023	08:07AM	27.62
8/21/2023	08:53AM	27.62
8/21/2023	08:34AM	26.47

Requests May-September 2023	Count
Limb Failure	58
Trim request	44
Tree Planting	33
Health of Tree	25
Removal request	11
Arborist inquiry	10
Root concern	11
Stakes	7
Trim request	6
Leaning tree	4
Citation	3
Memorial tree	3
Tree Inquiry	3
Trim/treatment inquiry	3
Private property shrub - visibility	2
Small tree failure	2
Tree failure	2
Insects in tree	2
Car crash	1
Construction/Tree	1
Driveway Relocation Permit	1
Follow-up	1
Lights wrapped around tree	1
Limb inquiry	1
Mulch Inquiry	1
Parkway Inquiry	1
Removal inquiry	1
Sap on cars	1
Sooty mold	1
Tree trimming Complaint	1
Trim permit	1
Water inquiry	1
	243



REASON FOR REMOVAL	Count
Dead tree - fungal/bacterial	Jan-00
Decay in trunk/crown	Jan-00
Decay at base/roots	Jan-00
Diseased tree - hazardous conditions	Jan-00
Increased lean - hazardous conditions	Jan-00
Leaning after Hilary, not rooted	Jan-00
Poor structure, crown dieback	Jan-00
Stem girdling root, soil movement	Jan-00
Hilary limb failure, crown loss	Jan-00
Tree damaged by construction vehicle	Jan-00
Young tree not rooted/not thriving	Jan-00
Hazard from fruit drop	Jan-00
	58

VACANT SITES	Count
Plant List 2023	98
Vacant Park Sites	32
School Parkways	26
Syn Turf, HS, Shrubs	12
Construction Hold	13
Resident Refusals	44
	225

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: October 10, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MONTHLY TRAFFIC SAFETY UPDATE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided.

BACKGROUND

The General Manager provides a monthly update to the Rossmoor Community Services District (RCSD) Board of Directors to keep the Board and community informed of measures being taken to address traffic safety within Rossmoor.

INFORMATION

On September 12, 2023, Wei Zhu, Senior Civil Engineer, Orange County Public Works Traffic Investigations and Studies, and her Traffic Study consultants, presented their findings to-date on the study they're conducting along the Montecito and Bradbury corridors. Several community members opined and asked questions of Wei Zhu and her team. The study is moving forward with hopes of gaining a community consensus as to which option(s) to implement. There will be social media campaigns, flyers and banners informing and inviting the community to attend the next scheduled RCSD Ad Hoc Traffic/Safety Committee Meeting on October 16, 2023.

ATTACHMENTS

1. Meeting flyer for the next scheduled Traffic Committee meeting – October 16, 2023
2. Minutes of the presentation and subsequent discussion held on September 12, 2023



JOIN THE MONTECITO/BRADBURY CORRIDOR DISCUSSION

HELP US WITH NEXT STEPS...

- **CREATE A CONCENSUS**
- **ESTABLISH A VOTING PROCESS**

RCSD Ad Hoc Traffic/Safety

Committee Meeting

With Special Guest:

Wei Zhu PE,TE - Orange County Public Works

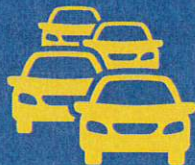
October 16, 2023 - 7pm

Rush Park Auditorium

3021 Blume Drive, Rossmoor

BIKE LANES

CONGESTION



SAFETY

PARKING

Submit Comments To
RCSD@Rossmoor-CSD.org

Public Welcome
ph. 562.430.3707



**MINUTES
ROSSMOOR COMMUNITY SERVICES DISTRICT
TRAFFIC STUDY PRESENTATION**

TRAFFIC STUDY PRESENTED BY

**ORANGE COUNTY PUBLIC WORKS
TRAFFIC ENGINEER WEI ZHU, PE, TE**

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

**Tuesday, September 12, 2023
7:00 p.m.**

A. ORGANIZATION

1. CALL TO ORDER:

7:00 p.m.

2. ROLL CALL:

Present:

Vice Chair Maynard, Chair DeMarco

B. PUBLIC FORUM - None

C. REPORTS TO THE TRAFFIC COMMITTEE

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

Wei Zhu, Orange County Public Works, Traffic Engineering Division, narrated a PowerPoint presentation with details of the results of their traffic investigations and studies for Rossmoor.

Chair DeMarco invited comments from the public regarding this matter; noted the need for a consensus from Rossmoor and reported there will be other meetings to address the item.

Nia Hartman asked about roundabouts being yield controlled and about the possibility of reducing speed to 25 mph with the reduction in lanes from four to three; felt it would be good for all of Rossmoor to be at 25 mph and commented on parking in residential areas and adding parking spots on Montecito by extending corners.

Kimmy suggested installing speed humps; commented on the possibility of building a parking structure for residents only in the parking lot behind Sprouts Market; spoke about bicycle lanes and expressed concerns regarding security and public safety relative to diagonal parking and eBikes.

Dan Collins spoke about challenges with sight distance on Tucker; felt Alternative 1 would address those challenges and asked that it be considered as the option to implement.

Karen Swenson spoke about prohibiting U-turns on Montecito, north and asked that signs be installed accordingly.

Curtis Frazier spoke about the need for the community to realize they must slow down; stated he likes the idea of installing humps; commented on the size of his family and indicated he would like them to be able to park in front of his house and voiced support for a parking permit system in Rossmoor.

Nila McMullin stated she lives near Tucker and Montecito, expressed concerns regarding traffic and pedestrian safety; voiced support for a parking permit program for Rossmoor and for the 3-1-1 Alternative presented by Orange County Public Works.

Travis expressed concerns regarding bicyclist safety with cars opening driver-side doors while parked and felt it is too dangerous to ride bicycles in Rossmoor without designated lanes.

Matt Mathews noted there is not enough parking on Montecito to serve all of the existing condominiums and spoke about using the area behind Kohl's for parking.

Jill Perry spoke about the lack of parking down Kempton from Montecito.

Alan Winter referenced Area 1; suggested getting input from existing Crossing Guards; spoke about the impacts of street-sweeping and increased construction activities on parking and commented on the average number of collisions per year in Rossmoor.

Curt Wheeler felt the bicycle lanes and roundabouts are not compatible and that bicycle lanes and parking are not compatible and suggested RCSD work out parking problems with the City of Seal Beach.

Female Speaker, Bradbury area, spoke about the importance of reducing speed on Bradbury; noted there are no traffic calming measures on that street; opined that roundabouts are not going to slow traffic traveling in the middle of Bradbury and suggested installing speed humps to slow traffic.

Maureen Waters spoke about the timing of the study; voiced support for the 3-1-1 model; felt more curbs should be painted red to increase visibility; noted she favors permit parking; commented on using radar to enforce speed and on Seal Beach's responsibility to address the problem.

Helen asserted there is a disconnect with the County's data and what residents of Rossmoor experience; spoke about increased dangers related to diagonal parking and eBikes and urged the Orange County Public Works to listen to the people and consider installing speed humps.

Discussion followed regarding the community advocating for what it wants, getting majority support for the desired option, recommendations for getting a consensus and continuing the conversation with the City of Seal Beach.

Vice Chair Maynard agreed with residents' comments about the need to reduce speed in the area; spoke in support of a permit parking for residents; noted challenges with the property behind Kohl's and discussed bringing the City of Seal Beach into the conversation to resolve the parking problems.

Chair DeMarco hoped RCSD can come up with a consensus; looked forward to continuing to work with Orange County Public Works; addressed options for bicycle lanes and the roundabout configuration; spoke about making safety the No. 1 priority and challenges with enforcement.

ATTEST:

TRAFFIC COMMITTEE
ROSSMOOR COMMUNITY SERVICES DISTRICT

Tony DeMarco, Chair

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a

Date: October 10, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Administrative Assistant Carolyn Whang
Subject: MINUTES REGULAR RCSD BOARD MEETING 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 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. 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: October 10, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Administrative Assistant Carolyn Whang

Subject: MINUTES REGULAR RCSD BOARD MEETING 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: October 10, 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	1,760,618	1,760,618		1,760,618		
End of period	1,809,758	1,809,758		1,629,490		
Cash Balances at 7/31/23:						
Checking				224,658		
LAIF				1,333,411		
Total				1,558,069		

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 Current Month	Received YTD	Estimated Revenue	Revenue 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 Propert 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 %

09/04/23
15:27:19

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: October 10, 2023
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Accountant Michael Matsumoto
Subject: AUGUST 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 August 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 second month of the fiscal year and there is no significant activity to report.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of August 2023
2. Explanation of Significant Variances from budgeted amounts

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

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
Revenues:						
Property taxes	\$ 1,333,100	\$ 1,333,100	\$ 2,630	\$ 2,630	\$ (1,330,470)	0.20%
Street light assessments	404,300	404,300	888	888	(403,412)	0.22%
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	18,337	31,254	(183,046)	14.58%
Misc./Sponsorships	35,000	35,000	192	192	(34,808)	0.55%
Total Revenues	2,152,700	2,152,700	22,047	34,964	(2,117,736)	1.62%
Expenditures:						
Administration	1,224,390	1,224,390	96,290	203,369	1,021,021	16.61%
Recreation	63,000	63,000	8,922	13,122	49,878	20.83%
Rossmoor park	209,250	209,250	18,285	25,819	183,431	12.34%
Montecito center	13,450	13,450	1,047	1,902	11,548	14.14%
Rush park	193,070	193,070	7,700	14,948	178,122	7.74%
Street lighting	113,100	113,100	9,801	19,601	93,499	17.33%
Street sweeping	83,100	83,100	6,538	13,076	70,024	15.74%
Parkway trees	189,010	189,010	2,196	2,196	186,814	1.16%
Mini-parks and medians	15,190	15,190	932	1,721	13,469	11.33%
Total Expenditures	2,103,560	2,103,560	151,711	295,754	1,807,806	14.06%
Changes in fund balance	49,140	49,140	\$ (129,664)	(260,790)	\$ (309,930)	
Fund balance:						
Beginning of year	<u>1,733,292</u>	<u>1,733,292</u>		<u>1,733,292</u>		
End of period	<u>1,782,432</u>	<u>1,782,432</u>		<u>1,472,502</u>		
Cash Balances at 8/31/23:						
Checking				171,082		
LAIF				<u>1,333,411</u>		
Total				<u>1,504,493</u>		

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 23

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue 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	1,239.34	1,239.34	15,200.00	13,960.66	8 %
3004	Prior Unsecured Property Tax	0.00	0.00	3,300.00	3,300.00	0 %
3005	Delinquent Propert Taxes	182.03	182.03	1,100.00	917.97	17 %
3006	Current Supplemental Assessment	1,208.88	1,208.88	19,600.00	18,391.12	6 %
3008	Public Utility Tax	0.00	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:	2,630.25	2,630.32	1,333,100.00	1,330,469.68	0 %
3100						
3101	Street light assessments	888.01	888.04	404,300.00	403,411.96	0 %
	Account Group Total:	888.01	888.04	404,300.00	403,411.96	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	1,826.00	3,452.00	41,000.00	37,548.00	8 %
3402	Tennis Instructor Private Lessons	1,232.50	2,898.75	38,000.00	35,101.25	8 %
3403	Basketball Court Reservations	308.00	308.00	0.00	-308.00	** %
3405	Rossmoor Park Ball Field Reservations	2,110.00	2,166.00	12,500.00	10,334.00	17 %
3406	Rush Park Ball field reservations	4,446.00	4,784.27	12,500.00	7,715.73	38 %
3407	Pickleball Reservation	1,166.00	1,166.00	0.00	-1,166.00	** %
3411	Signature Wall Banner Rental	20.00	140.00	300.00	160.00	47 %
3421	Tree Revenue	0.00	261.60	5,000.00	4,738.40	5 %
3422	Tree Voilation Fines	300.00	300.00	0.00	-300.00	** %
3431	Rossmoor Building Rental	0.00	290.00	2,500.00	2,210.00	12 %
3432	Rossmoor Park Picinic Site	245.00	500.00	2,500.00	2,000.00	20 %
3441	Montecito Building Rental	808.50	1,968.00	25,000.00	23,032.00	8 %
3451	Rush Building Rental	5,260.16	11,729.97	67,000.00	55,270.03	18 %
3452	Rush Park Picnic Site	615.00	945.00	7,000.00	6,055.00	14 %
3453	Rush Park Kitchen	0.00	344.00	0.00	-344.00	** %
3454		0.00	0.00	1,000.00	1,000.00	0 %
	Account Group Total:	18,337.16	31,253.59	214,300.00	183,046.41	15 %
3500						
3501	MISC REVENUE	192.51	192.51	10,000.00	9,807.49	2 %
3502	Sponsorships	0.00	0.00	25,000.00	25,000.00	0 %
	Account Group Total:	192.51	192.51	35,000.00	34,807.49	1 %
	Fund Total:	22,047.93	34,964.46	2,152,700.00	2,117,735.54	2 %

Grand Total:	22,047.93	34,964.46	2,152,700.00	2,117,735.54	2 8
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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 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	500.00	900.00	11,000.00	11,000.00	10,100.00	8 %
4002	Salaries - Part-time	2,776.18	7,873.58	82,100.00	82,100.00	74,226.42	10 %
4003	Overtime	1,234.46	2,658.64	10,500.00	10,500.00	7,841.36	25 %
4006	SALARIES - ADMINISTRATION	21,596.89	42,372.43	255,800.00	255,800.00	213,427.57	17 %
4007	VEHICLE ALLOWANCE (MILEAGE)	0.00	0.00	2,100.00	2,100.00	2,100.00	0 %
4008	SALARIES - PARK AND RECREATION	18,117.37	32,548.02	166,100.00	166,100.00	133,551.98	20 %
4009	SALARIES - Park /TREE MAINTENANCE	5,277.12	10,095.36	59,700.00	59,700.00	49,604.64	17 %
4010	Workers Compensation Insurance	0.00	12,000.00	15,000.00	15,000.00	3,000.00	80 %
4011	Medical Insurance	13,850.84	13,850.84	84,000.00	84,000.00	70,149.16	16 %
4015	Federal Payroll Tax -FICA	3,851.79	7,512.66	56,390.00	56,390.00	48,877.34	13 %
5002	Insurance - Liability	448.00	38,722.00	41,000.00	41,000.00	2,278.00	94 %
5004	Memberships and Dues	0.00	0.00	9,980.00	9,980.00	9,980.00	0 %
5006	Travel & Meetings	219.13	219.13	2,630.00	2,630.00	2,410.87	8 %
5007	Televised Meeting Costs	1,396.50	1,396.50	23,100.00	23,100.00	21,703.50	6 %
5008	Gasoline	606.91	925.54	5,250.00	5,250.00	4,324.46	18 %
5010	Publications & Legal Notices	720.00	1,020.00	7,880.00	7,880.00	6,860.00	13 %
5012	Printing	297.50	297.50	4,200.00	4,200.00	3,902.50	7 %
5014	Postage	18.77	18.77	2,100.00	2,100.00	2,081.23	1 %
5016	Office & Meeting Supplies	410.47	469.47	15,750.00	15,750.00	15,280.53	3 %
5018	Janitorial Supplies	145.98	145.98	20,790.00	20,790.00	20,644.02	1 %
5020	Telephone	777.20	777.20	10,500.00	10,500.00	9,722.80	7 %
5021	Computer/Email/Server Costs	509.62	509.62	5,250.00	5,250.00	4,740.38	10 %
5030	Vehicle Maintenance	262.00	262.00	10,500.00	10,500.00	10,238.00	2 %
5032	Building & Grounds-Maintenance	4,167.01	6,062.79	85,050.00	85,050.00	78,987.21	7 %
5045	Miscellaneous Expenditures	7,557.91	7,557.91	21,000.00	21,000.00	13,442.09	36 %
5046	Bank Service Charge	148.79	1,264.84	4,200.00	4,200.00	2,935.16	30 %
5610	Legal Services	4,708.00	4,708.00	65,520.00	65,520.00	60,812.00	7 %
5615	Financial Audit-Consulting	0.00	0.00	19,950.00	19,950.00	19,950.00	0 %
5620	Outsource Financial Consultant	6,000.00	6,000.00	72,450.00	72,450.00	66,450.00	8 %
5670	Other Professional Services	612.49	2,121.49	42,000.00	42,000.00	39,878.51	5 %
6010	Equipment	0.00	0.00	2,100.00	2,100.00	2,100.00	0 %
6025	Software	79.00	1,079.00	10,500.00	10,500.00	9,421.00	10 %
	Account Total:	96,289.93	203,369.27	1,224,390.00	1,224,390.00	1,021,020.73	17 %
5020 Recreation							
5017	Community Events	8,921.84	13,122.43	63,000.00	63,000.00	49,877.57	21 %
	Account Total:	8,921.84	13,122.43	63,000.00	63,000.00	49,877.57	21 %
5030 Rossmoor Park							
5022	Utilities	1,471.44	2,768.28	13,130.00	13,130.00	10,361.72	21 %
5023	Water	4,800.25	8,536.59	63,000.00	63,000.00	54,463.41	14 %
5025	SECURED PROP TAX	0.00	0.00	1,260.00	1,260.00	1,260.00	0 %
5034	Alarm Systems/Security	123.00	123.00	1,050.00	1,050.00	927.00	12 %
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	6,263.63	8,763.63	34,500.00	34,500.00	25,736.37	25 %
6005	Buildings and Improvements	5,626.92	5,626.92	90,000.00	90,000.00	84,373.08	6 %

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 23

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Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
	Account Total:	18,285.24	25,818.42	209,250.00	209,250.00	183,431.58	12 %
5040 Montecito Center							
	5022 Utilities	218.79	377.30	2,100.00	2,100.00	1,722.70	18 %
	5023 Water	389.77	773.96	4,730.00	4,730.00	3,956.04	16 %
	5025 SECURED PROP TAX	0.00	0.00	1,050.00	1,050.00	1,050.00	0 %
	5034 Alarm Systems/Security	126.00	126.00	680.00	680.00	554.00	19 %
	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	624.66	3,830.00	3,830.00	3,205.34	16 %
	Account Total:	1,046.89	1,901.92	13,450.00	13,450.00	11,548.08	14 %
5050 Rush Park							
	5022 Utilities	3,735.26	5,865.21	33,180.00	33,180.00	27,314.79	18 %
	5023 Water	1,464.43	3,957.15	52,500.00	52,500.00	48,542.85	8 %
	5025 SECURED PROP TAX	0.00	0.00	4,410.00	4,410.00	4,410.00	0 %
	5034 Alarm Systems/Security	0.00	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	5,000.00	34,500.00	34,500.00	29,500.00	14 %
	6005 Buildings and Improvements	0.00	0.00	65,000.00	65,000.00	65,000.00	0 %
	Account Total:	7,699.69	14,948.36	193,070.00	193,070.00	178,121.64	8 %
5060 Street Lighting							
	5650 Street Lighting and Maintenance	9,800.46	19,600.92	113,100.00	113,100.00	93,499.08	17 %
	Account Total:	9,800.46	19,600.92	113,100.00	113,100.00	93,499.08	17 %
5070 Street Sweeping							
	5642 Street Sweeping	6,538.14	13,076.28	83,100.00	83,100.00	70,023.72	16 %
	Account Total:	6,538.14	13,076.28	83,100.00	83,100.00	70,023.72	16 %
5080 Parkway Trees							
	5017 Community Events	0.00	0.00	1,580.00	1,580.00	1,580.00	0 %
	5656 Tree Trimming	2,196.00	2,196.00	137,030.00	137,030.00	134,834.00	2 %
	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:	2,196.00	2,196.00	189,010.00	189,010.00	186,814.00	1 %
5090 Mini-Parks and Medians							
	5022 Utilities	21.15	37.99	530.00	530.00	492.01	7 %
	5023 Water	911.07	1,682.42	10,500.00	10,500.00	8,817.58	16 %
	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:	932.22	1,720.41	15,190.00	15,190.00	13,469.59	11 %
	Account Group Total:	151,710.41	295,754.01	2,103,560.00	2,103,560.00	1,807,805.99	14 %

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 23

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Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Fund Total:	151,710.41	295,754.01	2,103,560.00	2,103,560.00	1,807,805.99	14 %
	Grand Total:	151,710.41	295,754.01	2,103,560.00	2,103,560.00	1,807,805.99	14 %

**EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS
AUGUST 2023**

Revenue Accounts

Account Code	Item	Explanation

Expenditure Accounts

Account Code	Item	Explanation
5010-4010	Administration - Worker's Compensation Insurance	Annual premium has been paid for FY
5010-5002	Administration - Insurance Liability	Annual premium has been paid for FY

*

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-4

Date: October 10, 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 2 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 7am
- 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-5

Date: October 10, 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 cancelling, 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 Ranases
Michael Eugene Ranases

Date: November 12, 2020

556-60-6219
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

Tarquin 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: October 10, 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 and Tennis Court resurfacing.
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
2. Bid Summary

ROSSMOOR COMMUNITY SERVICES DISTRICT NOTICE 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.

2023 - Rossmoor Park Pickleball Conversion and Court Resurfacing

Rossmoor Scope	Trueline		
	Taylor Tennis Courts Inc.	Construction&Surfacing	Zaino/Beynon Sports
Preparation: Pressure wash courts surfaces and rinse with clean water. Patch cracks and spalls. Prime any exposed areas of concrete.	X	X	X
Acrylic Resurfacer: Apply by squeegee, one coat of acrylic resurfacer with 60 silica sand as base coat and as filler	X	X	X
Color Texture Coats: Apply by squeegee, one coat of Plexipave Acrylic Texture System with 60 silica sand.	X	X	X
Color Coat: Apply one coat by squeegee of Plexipave Color System with no sand. This coat seals in the sand coats and improves the color of the court. Color of the court shall be determine from Standard Colors on Plexipave color chart. Tournament colors will be additional cost.	X	X	X
Play Lines: The play lines shall be sharp and accurate for tennis and basketball and pickle ball. White textured line paint shall be applied between strips of masking tape.	X	X	X
Caulking: Clean out approximately 355' total of expansion joints on tennis courts and basketball court. (60' joints under four net lines and at 30' openings between tennis courts. 55' of expansion joint across basketball court). Install, in all joints, a two part urethane caulk by sika to seal the joints.	X	X	X
Net Posts/Nets: Fabricate square Douglas net posts with 10" steel plate and bolt down four pair of square pickle ball net posts. Drill and set Red-Head drop in anchors in concrete slab for steel plate bolt down. Drill four holes and place Red-Head anchor and eye bolt for pickle ball net 'center strap' tie down. Provide and install four new Edwards pickle ball nets and center straps.	X	X	X
Post Bid Walk Addition: Basketball Center Court Logo		X	X
Bid Breakdown			
Basketball Court Resurfacing	\$ 8,760.00	\$ 12,330.00	
Tennis Court Resurfacing and caulking (3 courts)	\$ 23,400.00	\$ 35,640.00	
Pickleball Court Conversion (4 courts)	\$ 28,035.00	\$ 18,940.00	
All-In: Basketball and Tennis Court Resurfacing and Pickleball Conversion	\$ 61,395.00	\$ 71,482.40	\$ 71,000.00
Optional Center Court (Basketball) Logo	N/A	\$ 5,860.00	\$ 15,949.00
Grand Total	\$ 61,395.00	\$ 77,342.40	\$ 86,949.00

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: October 10, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: INTRODUCTION OF AMENDMENTS TO POLICY NO. 5020 TO INCLUDE RESOLUTIONS WITHIN REGULAR CALENDAR AGENDA ITEMS AND TO RESTORE PREVIOUSLY OMITTED LANGUAGE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors introduce and give first reading to amendments to Policy No. 5020 that include reorganizing the Regular Calendar section 5020.30 of the Board Meeting Agenda and restoring language to section 5020.22 that had been inadvertently deleted in 2015.

INFORMATION

The current Board Policy No. 5020, section 5020.30 G. Resolutions and Ordinances (redline version Attachment 1) calls for a separate approval by the District Board of Directors prior to the review of the corresponding Board Agenda Item H.

To expedite and make the process clearer and to be consistent with other public agencies, staff is recommending including resolutions (that do not require a public hearing) with the corresponding Regular Calendar Item, therefore approving the agenda item and resolution with one motion (see attachment 2). Again, the action will remove Resolutions from item G and combine Resolutions with the Regular Calendar Reports and adjust other items accordingly.

Revisions to Policy No. 5020 were presented to the Board at the August 10, 2023 meeting (Directors Barke and Shade absent) for direction. Revisions to sections 5020.22 (District Jurisdiction), 5020.23 (Appeal of Rejection) and 5020.30 (Agenda) were considered. The Board expressed their favorable opinion of the revisions to section 5020.30 (Agenda). However, the Board requested further analysis of the proposed changes to sections 5020.22 and 5020.23. Those changes had been proposed to fix the grammatical errors that exist in section 5020.22 and to clarify the procedures for appealing a decision of the General Manager regarding public requests to place items on the agenda in 5020.23. Further analysis revealed that when the April

14, 2015 amendments were adopted to various policies, one line of text was apparently inadvertently omitted from the published version of section 5020.22 (underlined below in brackets):

5020.22 District Jurisdiction: The General Manager shall be the sole judge of whether the public [request is a matter related to the District's jurisdiction or business. No matter which is legally a] proper subject for consideration by the Board in closed session will be accepted under this policy.

The red-lined addition on Attachment 1 depicts the language as it was as of the March 8, 2011 and March 13, 2007 amendments to section 5020.22. Accordingly, staff recommends adding the deleted language back in to section 5020.22. With this revision, staff do not believe that the previously proposed revisions to section 5020.23 are necessary.

ATTACHMENTS

1. Amended Policy No. 5020 Board Meeting Agenda Draft (Redline)
2. Policy No. 5020 Board Meeting Agenda (Clean)

Rossmoor Community Services District

Policy

No. 5020

BOARD MEETING AGENDA

5020.10 Development Procedure: The General Manager, in cooperation with the Board President shall prepare an Agenda for each Regular and Special Meeting of the Board. Any Director may contact the Board President to ask that an item be placed on Agenda (no later than two weeks prior to the meeting). The Board President shall determine either to direct the General Manager to place the item on the Agenda or to ask the Director to request that it be considered at the next Regular Meeting for placement at the subsequent meeting of the Board.

5020.20 Public Requests: Any member of the public may request that a matter directly related to District business be placed on the Agenda of a regularly scheduled meeting of the Board, subject to the following conditions:

5020.21 Request in Writing: The request must be in writing and be submitted to the General Manager together with supporting documents and information no later than two weeks prior to the meeting.

5020.22 District Jurisdiction: The General Manager shall be the sole judge of whether the public request is a matter related to the District's jurisdiction or business. No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy.

5020.23 Appeal of Rejection: All decisions of the General Manager not to include an item on the Agenda may be appealed to the Board, at a subsequent Regular or Special Meeting of the Board.

5020.24 Time Limitations: The Board Chair may place limitations on the total time to be devoted to a public request issue at any meeting and may limit the time allowed for any one person to speak on the issue at the meeting.

5020.30 Agenda Format: The Board shall use a standardized and consistent Agenda format for all Regular Meetings. The Regular Meeting Agenda shall contain the following items and order of business:

- A. ORGANIZATION
 - 1. Call to Order
 - 2. Roll Call
 - 3. Pledge of Allegiance
 - 4. Presentations
 - 5. Board Elections (As required pursuant to Policy 5010.80.)
- B. ADDITIONS TO AGENDA
- C. PUBLIC COMMENT [three (3) minute limit per individual unless time is extended by the Board Chair and no time may be ceded from one speaker to the other unless approved by the Board Chair]
- D. REPORTS TO THE BOARD (Board Committees, Board Appointed Citizen Committees and General Manager Information Items) (Items which require a specific action will only be noted as deferred to Resolutions/OrdinancesPublic Hearings under FG or Regular Calendar under G as appropriateH)

Commented [TP1]: The red-lined addition depicts the language as it was as of the March 8, 2011 and March 13, 2007 amendments to Policy 5020.22. When the April 14, 2015 amendment was adopted, this one line of text was apparently inadvertently omitted from the published version.

E. CONSENT CALENDAR (All items approved in a single motion unless otherwise requested for discussion by a Director or a member of the public.)

1. Minutes
2. Routine Matters (Project Schedule, Revenue & Expense Report, Quarterly Status Report, etc)

F. PUBLIC HEARINGS

1. Budget Adoption, Ordinances and Other Public Hearing Matters.

GG. RESOLUTIONS/ORDINANCES

H. REGULAR CALENDAR

HI. GENERAL MANAGER ITEMS

IJ. BOARD MEMBER ITEMS

JK. GENERAL COUNSEL ITEMS

KL. CLOSED SESSION

LM. ADJOURNMENT

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5020.35 Revising the Order of Items: the Board retains the authority to hear items out of order or to revise the order of items appearing on the agenda for any particular meeting.

5020.40 Staff Reports: All Items placed on the Agenda by the General Manager will be accompanied by a staff report. The staff report is intended to identify and summarize the issue. The staff report will offer recommendations for Board action, as appropriate.

5020.50 Special Meetings: The Special Meeting Agenda shall contain the specific subject matter as necessary for calling the Special Meeting.

5020.60 Posting of Agenda: In addition to the posting of the Agenda at the District Office, it shall be posted at Rossmoor Park and Montecito Center. Regular meeting agendas are to be posted at least seventy-two (72) hours prior to the scheduled meeting. The Agenda will also be noticed on the District's website as soon as practicable after the Agenda is delivered to the Board. The agenda for a Special Meeting or Committee meetings shall be posted at these locations at least twenty-four (24) hours prior to the meeting.

5020.70 Agenda Mailing: The Agenda is to be sent to all newspapers requesting it. In addition, it is to be sent to all individuals who so request and provide a stamped, self-addressed envelope and as otherwise required by the Brown Act.

5020.80 Executing Documents: The Board President (or Vice President, in the absence of the President) shall sign ordinances, resolutions, and contracts approved by the Board. The Secretary shall attest to the signature of the President or Vice President. When authorized by the Board, the General Manager may execute Agreements for services.

Adopted: December 8, 1993, February 14, 1996
Amended: February 9, 2000, June 8, 2000
Approved renumbering & format: October 8, 2002
Reaffirmed: March 11, 2003
Amended: April 13, 2004

Amended: March 13, 2007
Amended: March 8, 2011
Amended: April 14, 2015
Amended: February 12, 2019
[Amended: \[insert date of second reading\]](#)

Rossmoor Community Services District

Policy

No. 5020

BOARD MEETING AGENDA

5020.10 Development Procedure: The General Manager, in cooperation with the Board President shall prepare an Agenda for each Regular and Special Meeting of the Board. Any Director may contact the Board President to ask that an item be placed on Agenda (no later than two weeks prior to the meeting). The Board President shall determine either to direct the General Manager to place the item on the Agenda or to ask the Director to request that it be considered at the next Regular Meeting for placement at the subsequent meeting of the Board.

5020.20 Public Requests: Any member of the public may request that a matter directly related to District business be placed on the Agenda of a regularly scheduled meeting of the Board, subject to the following conditions:

5020.21 Request in Writing: The request must be in writing and be submitted to the General Manager together with supporting documents and information no later than two weeks prior to the meeting.

5020.22 District Jurisdiction: The General Manager shall be the sole judge of whether the public request is a matter related to the District's jurisdiction or business. No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy.

5020.23 Appeal of Rejection: All decisions of the General Manager not to include an item on the Agenda may be appealed to the Board, at a subsequent Regular or Special Meeting of the Board.

5020.24 Time Limitations: The Board Chair may place limitations on the total time to be devoted to a public request issue at any meeting and may limit the time allowed for any one person to speak on the issue at the meeting.

5020.30 Agenda Format: The Board shall use a standardized and consistent Agenda format for all Regular Meetings. The Regular Meeting Agenda shall contain the following items and order of business:

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C. PUBLIC COMMENT [three (3) minute limit per individual unless time is extended by the Board Chair and no time may be ceded from one speaker to the other unless approved by the Board Chair]

D. REPORTS TO THE BOARD (Board Committees, Board Appointed Citizen Committees and General Manager Information Items) (Items which require a specific action will only be noted as deferred to Public Hearings under F or Regular Calendar under G as appropriate)

E. CONSENT CALENDAR (All items approved in a single motion unless otherwise requested for discussion by a Director or a member of the public.)

1. Minutes
2. Routine Matters (Project Schedule, Revenue & Expense Report, Quarterly Status Report, etc)

F. PUBLIC HEARINGS

1. Budget Adoption, Ordinances and Other Public Hearing Matters.

G. REGULAR CALENDAR

H. GENERAL MANAGER ITEMS

I. BOARD MEMBER ITEMS

J. GENERAL COUNSEL ITEMS

k. CLOSED SESSION

L. ADJOURNMENT

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Adopted: December 8, 1993, February 14, 1996
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 Reaffirmed: March 11, 2003
 Amended: April 13, 2004
 Amended: March 13, 2007
 Amended: March 8, 2011
 Amended: April 14, 2015
 Amended: February 12, 2019
 Amended: [insert date of second reading]

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: October 10, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Initiated by Administrative Assistant Carolyn Whang

Subject: REPORT FROM THE AD HOC WEBSITE COMMITTEE REGARDING RCSD WEBSITE REFRESH PROJECT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors acknowledge and agree with the recommendation of the Ad Hoc Website Committee to move forward with engaging the services of Streamline for the RCSD's website development.

INFORMATION

The Ad Hoc Website Committee (President DeMarco and Director Shade) of the Rossmoor Community Services District (RCSD) met on September 19, 2023, and October 2, 2023, to discuss the state of the RCSD Website Refresh Project. Due to extenuating circumstances, RCSD is having to start this project from scratch. On each of the referenced dates, the Ad Hoc Website Committee met with Streamline, a Sacramento based company that specializes in building websites for special districts. Streamline came highly recommended to RCSD via the California Special Districts Association (CSDA). Here are some of the Streamline presentation highlights:

- Streamline will migrate all of RCSD's website content and domain name.
- Streamline's platform provides website hosting, a payments platform, security, and unlimited support/training.
- Unlimited upload and storage space.
- Unlimited ability to add, edit, and remove content on the site.
- Compliance dashboards will help manage agendas, minutes, and transparency requirements.
- Transparency Dashboard provides real-time status on compliance progress.

The Ad Hoc Website Committee is confident that this company will be a great fit for RCSD and has recommended moving forward with the migration. Brea IT has confirmed there will not be any transition or firewall issues and legal counsel has been engaged to review the Streamline Terms of Service and Subscription Agreement.

FISCAL IMPACT

Cost to migrate current website data to Streamline’s hosting platform (one time fee)	\$1,500
Annual maintenance cost	\$2,998

ATTACHMENTS

- 1. Streamline Summary of Services



STREAMLINE

The Special District Website Engine

Response to Proposed Website

Streamline introduction

Streamline is a website development system built specifically for special districts and local agencies. Our intention is to provide a product that lets district staff focus on what they do best: deliver services to their customers. We know many special districts don't have IT staff, and our vision is to empower them with web technology that makes their lives easier, not harder.

Platform overview: key features

- **Meeting dashboard.** The meeting dashboard is designed to help special districts keep up to date with posting requirements, including the recent requirement for virtual meeting access.
- **Agenda reminders.** Use the agenda reminder functionality to send an email to your Board Secretary before the 24 posting deadline, so you never forget to post your agenda online.
- **Transparency dashboard** helps track for transparency best practices, such as budgets, audits, and public records requests. See what content is suggested to be considered a transparent organization, or filter to see only your state requirements.
- **Clear indication of State compliance.** The transparency dashboard clearly indicates the website content required and allows you to create and publish this content with ease. **Compliance with all current and upcoming government requirements** (for example, the recently-passed law in CA requiring posting of most recent agenda to the home page).
- **Full ADA / Section 508 compliance** for visitors with disabilities, as required by the federal government.
- **Responsive and mobile friendly**
- **Easily embed anything:** MailChimp, Constant Contact, Survey Monkey, Google Maps, PayPal, social media feeds , and even calendars into any page in seconds.

The Process

1. **Site set-up:** Streamline builds your new website (*~15 minutes*)
2. **Content migration (if applicable):** District staff or Streamline transfers content from the old website to the new, Streamline website.
3. **Training:** District staff members complete an online training session with our Customer Success Manager (*1 hour*)
4. **Go-Live:** Take your new website live to the world using our free, or your custom, domain

What your Streamline subscription includes

Technology	Setup and training	Ongoing support
Easy-to-use website tool allows you to control your content - no more waiting on a vendor or IT.	Initial website setup is free, and done before we meet - including information architecture (menu) best practices.	Unlimited support is included for anyone on your staff responsible for updating the website.
Built-in ADA compliance (the platform is fully accessible out of the "box").	Introduction to your state requirements so you know what needs to be posted.	Support system is built into your website - get help with the click of a button.
State-specific transparency dashboard with checkpoints for all posting requirements.	Training for your anyone on your staff via remote meeting to help you learn the system.	Unlimited hosting of content and files so you never have to "upgrade" your account.
Meeting dashboard with agenda reminders, one-click agenda and minute upload that takes seconds.	Free domain included (acmemud.specialdistrict.org) or connect your own custom domain / web address.	Extensive knowledge base of how-to articles and getting started guides are available 24/7.
Ongoing improvements to existing features included at no cost - your software will never be out of date.	Free SSL security certificate so that your site is served over https and visitors are protected.	Can't figure out how to send your question? That's ok, you'll have our technical support number, too.
<i>And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.</i>		



STREAMLINE

How special districts stay safe from ADA website risks

It's the law, and it's the right thing to do. We're committed to the best user experience for users with disabilities.

Just as buildings must have wheelchair ramps, public websites must have special provisions for users with disabilities. The number of lawsuits rose 56% in 2021¹, and the penalties for noncompliance are rising fast—averaging \$4,000 for an ADA claim in 2019² to \$39,000 in 2022. It's a situation that *The Wall Street Journal* calls “very perilous” in a [recent article](#).

The most appalling development is that the majority of new actions are targeting organizations smaller than 30 million in revenue, as they are often not aware of or prepared to meet web accessibility standards.

Quantifying the risk

Districts often ask themselves, “What is the actual risk that an ADA claim will affect us?” The results are both surprising and unpredictable.

The overwhelming majority of ADA-related claims never make it to court. They are quietly settled, usually forced by insurance pools who want to manage risk without admitting to any wrongdoing or panicked districts who realize their EPLI insurance doesn't cover *website*-related ADA issues (the majority do not).

<p>More than 2,403 districts affected</p> <p>(about 6% of all districts in the US, including county-dependent districts) have been fined, received demand letters, or gotten Department of Justice Office of Civil Rights (OCR) letters for website ADA violations in the US.</p> <p>That number is expected to exceed 4,000 (10%) by the end of 2024.</p>	<p>Very few if any, special district insurance policies even partially cover the costs of web accessibility issues</p> <p>Most insurance carriers, including district statewide insurance pools, do not cover website-specific ADA claims in their EPLI policies. ADA is <i>not</i> covered by cyber, either.</p> <p>Median deductible: \$5,200 Median settlement: \$25,000³</p>
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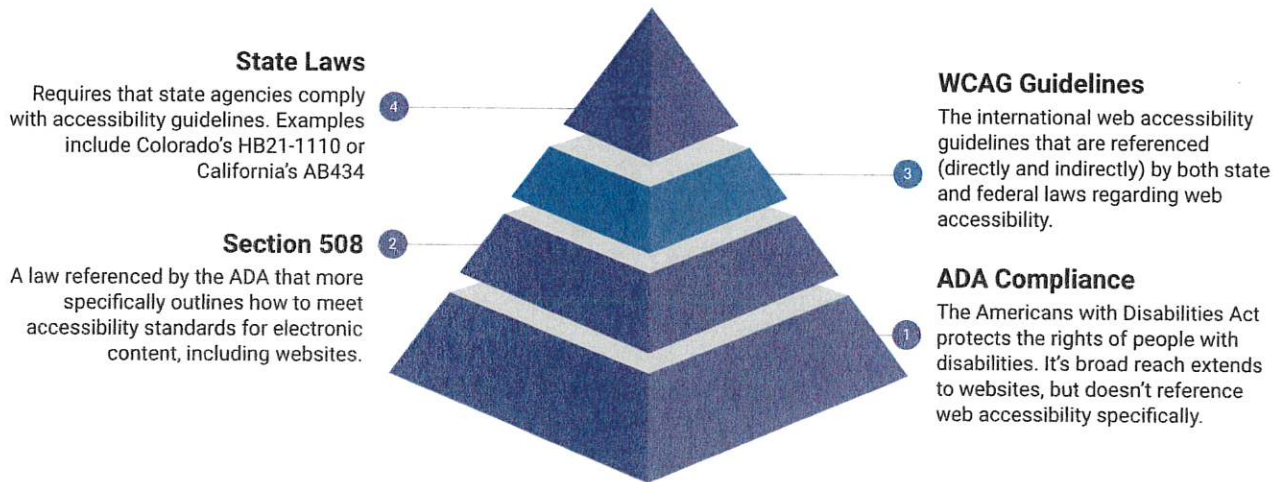
¹ <https://www.wsj.com/articles/lawsuits-over-digital-accessibility-for-people-with-disabilities-are-rising-11626369056>

² <https://ada.jmbm.com/ada-website-accessibility-lawsuits-wont-go-away-in-2020-part-1-how-we-got-here/>

³ <https://www.boia.org/blog/did-u-s-businesses-spend-billions-on-legal-fees-for-inaccessible-websites-in-2020>



Accessibility Laws

The laws surrounding accessibility are both disjointed and nuanced. There are a few layers of federal regulations further augmented by state regulations. *While more and more state laws are emerging with their own timelines and penalties, most districts do not realize that they are already liable for violations of federal laws, which comprise the majority of current actions.*



Understanding website accessibility

Districts are required to have not only a website that is technically accessible but policies and procedures for reporting and remediation.

<p>What is my district's risk now? One way to assess risk is to scan your homepage. Learn how to use Lighthouse or run a free scan at getstreamline.com/accessibility-scanner</p>  <p>What is Google Lighthouse? A free tool that anyone can use to scan your webpage to check for accessibility. It is available in the Chrome browser by hitting F12.</p>	 <p>Accessibility</p> <p>Lighthouse tests basic webpage conformance to standards such as WCAG, which is one of many requirements for web accessibility. Districts must also scan all pages, PDF documents, maintain an accessibility policy, check for closed captioning on videos, and more to meet federal standards.</p>
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Streamline will protect you

Streamline cares about accessibility

The Streamline team has a long history of working on accessible websites. At the California Capital, Streamline’s CEO was presented with the “Vision Award” from Disability Rights California, the nation’s largest disability rights advocacy group, for their work on making websites more accessible to the public.

The award was presented by Jeffrey Thom, a board member, Stanford-trained attorney, and long-time champion of disability rights. In presenting the award, Jeffrey, who is blind, challenged the audience. “Consider how frustrated you would be if you went to your favorite website and you got just a blue screen with nothing on it,” he said. “This is the reality for many users with disabilities.”



Meet our legal team

Streamline has partnered with two of the most recognized ADA defense attorneys in the United States—Martin Orlick and Stuart Tubis of Jeffer Mangels Butler & Mitchell LLP. They are intimately familiar with your website, the Streamline platform, and understand the unique nature of public sector Title II ADA complaints.



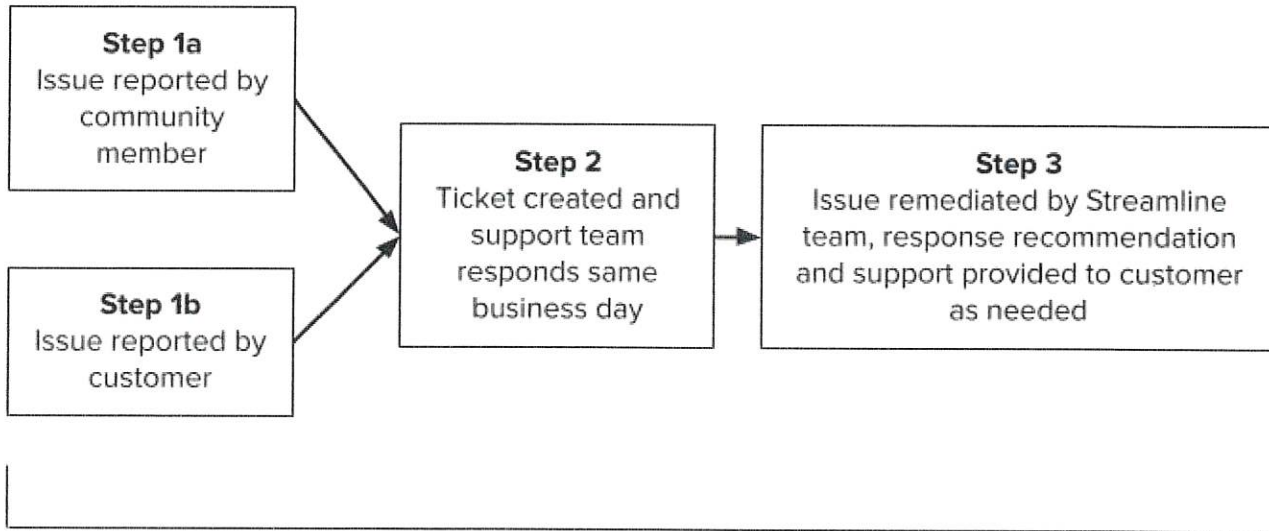
Our accessibility review process

Streamline conducts rigorous audits of its own platform in partnership with LevelAccess, one of the leading providers of web accessibility testing. This includes numerous real users with real disabilities on various accessible technologies (ATs) testing the site for issues.

Any identified issues are immediately addressed by our engineering team. Since accessibility best practices are constantly evolving, our work is never complete. If we find a widespread issue affecting multiple sites, we will work with those customers directly to resolve the issue in a timely manner.

Our rapid response process

Streamline is committed to a speed response when either you or a member of your community finds an issue. Also, all communication is carefully documented in case the request for accommodation leads to a legal action or demand letter.



within one business day

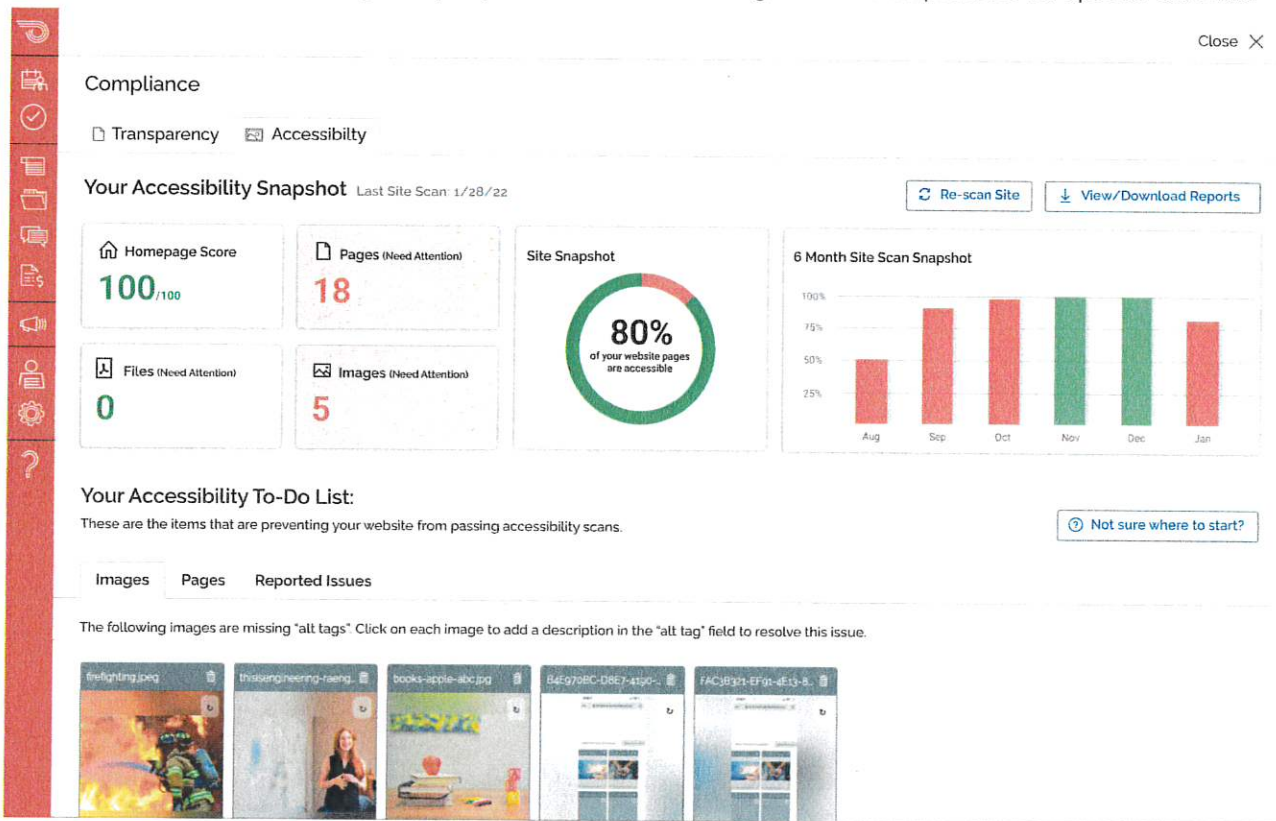
Ongoing training

Streamline offers CE-credit eligible ongoing accessibility training for special districts. Learn more or sign up for a class at getstreamline.com/accessibility.

How Streamline can help you

Streamline Accessibility Shield™

Streamline is the first and only company to offer ADA scanning built into its product for special districts.



What AccessibilityShield can do for your board members and management:

- Monthly comprehensive site scans
- Public accessibility policy landing page with up-to-date best practices for your state
- Website issue reporting form
- Scan results and remediation action reports
- Monthly board-ready compliance reports⁴

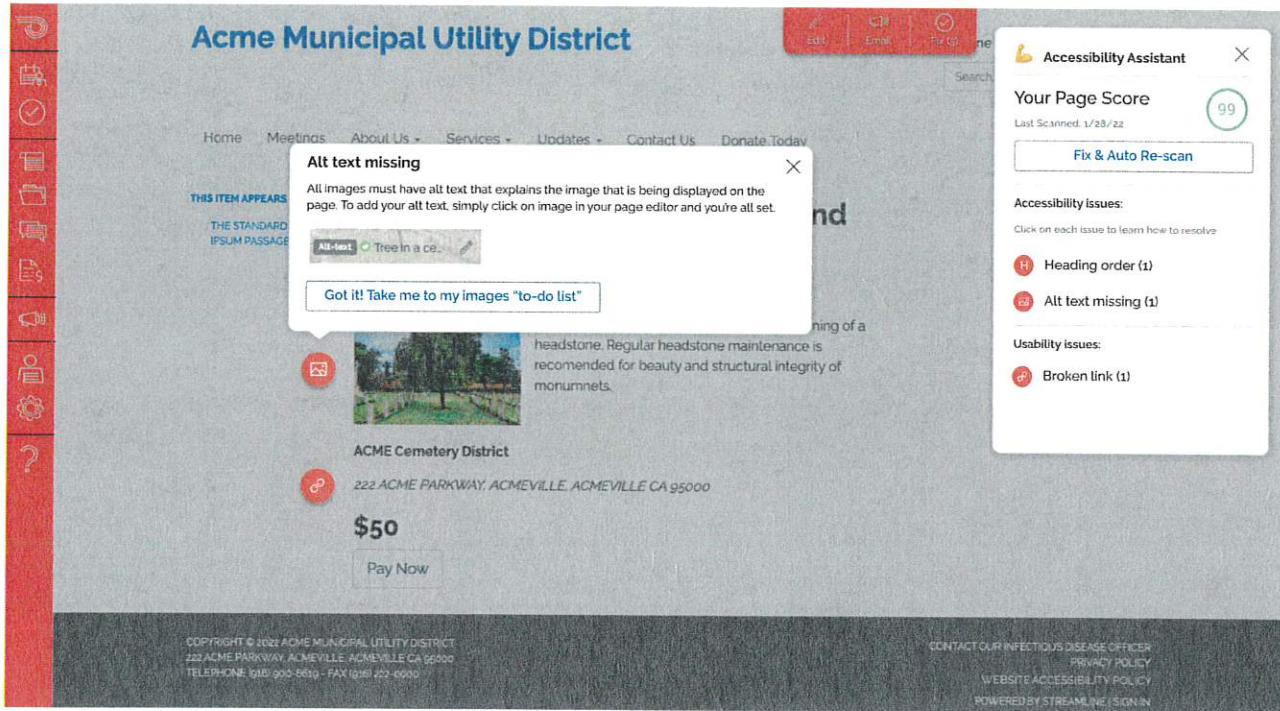
Why the person editing your website (e.g. a board secretary or communications director) will love it:

- AI-driven alt-text will automatically tag your images
- Color contrast boundaries, correctly-formatted headers, specific ADA-friendly fonts selected
- Mobile responsive designs that maintain ADA compliance for the 40% of people not on a desktop

What AccessibilityShield doesn't do (yet) that you will need to check manually:

- Check your PDFs for potential accessibility issues (coming soon)
- Check your images to make sure they don't have text in them that you should also have on your page, such as a flyer (coming soon)
- Check your videos for closed captioning (this is something you will want to have in place)
- Check third-party content or linked content, such as an embedded map or widget, so please place custom HTML with care, or just ask us for help!

⁴ Coming in 2023



Streamline’s accessibility assistant will guide you through specific fixes right on the page, without having to go to another system. With other systems, it can take a few hours to go through all the identified items and fix them on your site. With Streamline, remediation is right at your fingertips, with most identified problems being automatically resolved by the tool. Because Streamline is so easy to use, you can do the fixes yourself, or with help from our responsive team.

Acme Municipal Utility District

Website Accessibility Compliance Report

Reporting Period: April 2022

[Download or Share](#)

Compliance Snapshot:

Overall Website Score: 80

At the time of this report, 80% of the pages on your website meet accessibility requirements

Number of pages scanned: 56

Your website currently has 56 pages that are accessible to the public. All of these pages were scanned and evaluated in preparation of this report.

Pages in the process of remediation: 11

Your website currently has 11 pages that require remediation to meet full compliance.

[View your list of pages that require remediation](#)

Page	Score
About Us	98
Something Else	99
Another Page	99

Comprehensive reports, policies, and workflows will be developed for your organization, bringing you into full compliance.

ADA Legal Shield™ *Coming Soon*

We won't just stand by our product, we'll stand by you in court.

Streamline is the first and only company to offer a robust legal defense as part of its offering.



We will indemnify your district against website ADA claims. Our Harvard and MIT-trained attorneys will defend your district against website accessibility claims and demand letters at no cost to you. We'll strike fear into the hearts of trial attorneys looking to make a quick buck off your district, and more importantly, we will make users with genuine disability-related issues get the respect and support they deserve.

Note that ADA Legal Shield™ requires having the accessibility shield criteria met, as well as the district agreeing to reasonable provisions, such as giving Streamline and its legal team strategic control of litigation and waivers/exclusion of claims against physical property matters (such as wheelchair ramps), class action lawsuits, and third-party content. We'll explain all of this in detail if you're interested in learning more.

All offerings are subject to the terms and conditions of the contract. The Streamline Accessibility Shield is in Beta and developed in active collaboration with districts, attorneys, district associations, and state and local government officials. Pricing and features are subject to change over time.



STREAMLINE

Streamline's Unlimited Training and Support

Small things, big things, and anywhere in between. Our support team is always here to jump on a call, address your support ticket, or train that new staff member. We've got your back!

Free training and support from a real human whenever you need it

Training

We'll teach you how to use your website

- 1 - hour start-up training for all users
- New staff member training as needed
- Hundreds of on-demand tutorials
- Monthly Masterclass webinars

Support

We'll jump in if you need help getting it done

- Email support
- Dedicated phone support hotline
- Request help through your website
- One-on-one Zoom session

*When you reach out, we guarantee a response from a real-human in **less than an hour***

Honestly, support might be the thing our customers love most about us

Our customers give us a 94%, all-time, positive support rating



"Streamline has made my life so much easier! I don't procrastinate because I'm intimidated and I know that if I need help I can ask. Thank you for taking a daunting task and making it easy, even fun, so that our patrons can find the information they need when they need it."

- Su Liudahl, Creswell Library District



"When I needed help getting more detailed work done on the website, I was able to schedule a one-on-one with Chris in no time. During our meeting, he showed me some cool tricks and got our website looking outstanding! Plus he's just friendly and great to work with. Definitely recommend Streamline to everyone who needs it."

- Taylor Gullikson, Los Olivos Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

Date: October 10, 2023

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH RAMS, LLP FOR AUDITOR SERVICES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and approve the extension of the Professional Services Agreement (PSA) with Rogers, Anderson, Malody & Scott, LLP (RAMS) for auditor services to the District for the 2023-2024 fiscal year.

BACKGROUND

The firm of Rogers, Anderson, Malody & Scott, LLP (RAMS) has provided financial audit services to the RCSD since 2007. The Professional Services Agreement with RAMS has been of benefit to the RCSD and services have been consistent, timely, and accurate. The communication between RAMS and the District has been excellent. RAMS staff have been outstanding and responsive. For the past five years our RAMS Auditor has been Mr. Brad Welebir, however due to the Government Code Section 12410.6(b) (see Policy No. 3025) the lead audit partner must be rotated every six years. Therefore, RAMS designated Mr. Terry Shea as our new engagement partner along with Sean Schmidt, Sr. Accountant.

The PSA was extended in 2022 for one year (through June 30, 2023). The current agreement provides for an automatic renewal for July 1, 2023 through June 30, 2024, with possible annual extensions through 2024 and 2025.

INFORMATION

The (PSA) outlines a 3% increase in 2023-2024 bringing our contract amount to \$18,400, an increase of \$500, which is within our approved 2023-2024 budget. If the board desires to go out with a Request for Proposals (RFP), it is recommended to delay the RFP process until December 2025 for the 2025-2026 audit. To date the auditor has worked well with our

contracted accountant Mr. Michael Matsumoto and RCSD staff has completed the 2022-2023 audit which will be presented to the Audit Committee at an upcoming meeting and subsequently to the RCSD Board at the November 14, 2023 meeting.

At their March 3, 2022 meeting, the Organizational Committee reviewed the information regarding the RAMS PSA and discussed the automatic renewal provision. The Committee is recommending that the RCSD Board of Directors approve a one-year extension, effective July 1, 2023 through June 30, 2024. If approved, RAMS will provide an acceptance and understanding of audit engagement letter for the General Manager to execute that will extend their services through June 2024.

FISCAL IMPACT

The additional \$500 will not have a significant fiscal impact on the RCSD budget. The new amount was included in the FY 2023-2024 budget.

ATTACHMENTS

1. May 1, 2023 acceptance and understanding of audit engagement letter from RAMS for June 30, 2023 audit services
2. Audit cost proposal outlining the cost to extend FY 2023-2024 and FY 2024-2025
3. Policy No. 3025



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

May 1 2023

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ramscpa.net

To the Board of Directors
Rossmoor Community Services District
Rossmoor, California

PARTNERS

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Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF

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Laura Arvizu, CPA
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John Maldonado, CPA, MSA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA
Jeffrey McKennan, CPA

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Certified Public Accountants

PCPS The AICPA Alliance
for CPA Firms

Governmental Audit
Quality Center

California Society of
Certified Public Accountants



This letter is provided in connection with our engagement to audit the financial statements of the Rossmoor Community Services District (the District) as of and for the year ended June 30, 2023. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated May 1, 2023, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America, and in accordance with *Government Auditing Standards* and the State Controller's *Minimum Audit Requirements for California Special Districts*, for the purpose of forming and expressing opinions about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America, as well as accounting systems prescribed by the California State Controller's Office and State regulations governing special districts. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual report includes only the information identified in our report. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, or if that is not possible, as soon as practicable and, in any case, prior to the entity's issuance of such information.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Management override of internal controls is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition:* Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.

We expect to begin our audit on approximately August 21, 2023. Terry Shea, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the Board of Directors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

May 1, 2023

735 E. Carnegie Dr. Suite 100
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To the Board of Directors
Rossmoor Community Services District
Rossmoor, California

PARTNERS

Terry P. Shea, CPA
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Brianna Schultz, CPA, CGMA
Brenda L. Odle, CPA, MST (Partner Emeritus)

The following represents our understanding of the services we will provide the Rossmoor Community Services District (District).

You have requested that we audit the governmental activities and each major fund of the Rossmoor Community Services District (the District), as of June 30, 2023, and for the year then ended and the related notes, which collectively comprise the District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

MANAGERS / STAFF

Seong-Hyea Lee, CPA, MBA
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Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA
Jeffrey McKennan, CPA

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, and State Controller's *Minimum Audit Requirements for California Special Districts* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

MEMBERS

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*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

California Society of
Certified Public Accountants

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.



The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and the State Controller's *Minimum Audit Requirements for California Special Districts*. As part of an audit in accordance with these standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* and the State Controller's *Minimum Audit Requirements for California Special Districts*. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services, we agree to perform the following:

- To assist management with drafting the financial statements based on the entity's trial balances,
- To prepare the State Controller's Annual Financial Transaction Report

We will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards and
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinion on the basic financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

If it is determined a Single Audit is needed subsequent to this engagement letter, we will provide the District with another engagement letter covering the terms and conditions related to a Single Audit and the Uniform Guidance.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Terry Shea, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising our firm's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit will be \$17,900. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our fee for this engagement assumes the following: the District will be adequately prepared for the audit and the District's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year; or if there are excessive subsequent journal entries; prepared by client workpapers that do not agree to the working trial balances, there are new funds/functions within the District, or other changes that necessitate a significant amount of time to address, we will need to come to an agreed upon change order to address any possible additional costs incurred by the firm. If the need for additional work does come to our attention, we will immediately notify District staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates applicable to the audit work and set forth in an addendum to the contract between the District and our firm.

Board of Directors
Rossmoor Community Services District

Management is also responsible for the implementation of new standards issued by the Governmental Accounting Standards Board. We will provide reasonable assistance in the preparation of the items noted herein, but any significant time needed to complete the financial statements will be billed separately.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agree-upon audit timeline.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

At the conclusion of our audit engagement, we will communicate to the Board of Director the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for our firm, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

International Alliance Membership

Our firm is an independent member firm of Alliot Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliot Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliot Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliot Global Alliance or any other Alliot Global Alliance member firm in any manner whatsoever. Equally, neither Alliot Global Alliance nor any other member firm has any authority to obligate or bind us or any other member firm. All Alliot Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by us, we may seek advice from or may recommend the retention of an Alliot Global Alliance member firm. Alliot Global Alliance and its other member firms shall have no liability for advice rendered by us or such consulted or retained Alliot Global Alliance member firm. Nor shall we have liability for advice rendered by any of the other Alliot Global Alliance member firms, even if consulted or recommended to you by our firm.

Please electronically sign this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities. Please download a copy of the letter for your records once you have completed the signature process

As a reminder, we will not initiate services until we receive the signed letter.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

Board of Directors
Rossmoor Community Services District

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Rossmoor Community Services District by:

Name: *joe mendoza*

Title: General Manager

Date: 07/03/2023

Rossmoor Community Services District
PROPOSAL FOR PROFESSIONAL SERVICES

Audit Work Cost Proposal

Rogers, Anderson, Malody & Scott, LLP
Certified Public Accountants

Services	Contract Period			Option to Extend	
	2020/21	2021/22	2022/23	2023/24	2024/25
Audit bundle: 1. Audit of the financial statements and supplementary information 2. Nonattest services: Preparation of the financial statements 3. Nonattest services: Preparation of the State Controller's Annual Financial Transactions Report					
Total for Fiscal Year (not-to-exceed)	\$ 16,900	\$ 17,400	\$ 17,900	\$ 18,400	\$ 19,000

Costs after fiscal year 2020/21 were increased by approximately 3% per year.

We are committed to the fee estimate presented above. The fee was developed based on our experience performing the District's audit as well as our experience performing similar services to entities of this size and nature. If circumstances are significantly different than our expectations, we will discuss those with you well in advance of continuing to perform our professional services, to determine the most agreeable remedy.

We encourage our clients to maintain contact with us throughout the year for any technical matters, which is often mutually beneficial for the entity and us. The costs for a reasonable amount of advisory time from our professionals for technical questions throughout the year is included in the proposed costs above.

Brad Welebi

Signature

Partner
Title

1/25/2021
Date

Brad A. Welebi, CPA, CGMA, MBA
Name

Rossmoor Community Services District

Policy

No. 3025

ANNUAL FINANCIAL AUDIT

3025.00 Policy: The integrity of the financial records of the Rossmoor Community Services District constitutes a non-delegable duty of its elected Board of Directors. To assure accuracy of these records and to insure the independence of the firm selected to perform District audit services, the Board will consider, in its discretion, soliciting proposals for a new audit service contract in accordance with the provisions of California Government Code Section 12410.6(b).

3025.01 Audit Services Limitations: The District shall not employ a public accounting firm to provide audit services if the lead audit partner or coordinating partner having responsibilities for the audit, or audit partner responsible for reviewing the audit, has performed audit services for the District for six consecutive fiscal years. The six-year consecutive limitation shall commence with the 2013-2014 fiscal year.

3025.02 Best Practices: In addition to the requirements of Section 3025.01, any California-licensed public accounting firm engaged by the District to perform an audit shall comply with the peer review requirements set forth in California Business & Professions Code Section 5076, and shall provide the District with a copy of its latest peer review report annually. Any firm engaged by the District shall comply with California Government Code Section 12410.6(b) regarding changing the lead audit partner or coordinating audit partner having primary responsibility for the audit, and/or the audit partner responsible for reviewing the audit.

3025.03 Auditing Bidding Process: The District may, in its discretion, reengage the public accounting firm that provides audit services after six consecutive fiscal years if the firm has complied with the provisions of Section 3025.02 or if the Office of the Controller has made a finding that another eligible accounting firm is not available to perform the audit.

3025.10 Audit Committee: The Audit Committee is comprised of two Board members and the General Manager. The President of the Board appoints members to the Committee.

3025.20 Audit Term: An independent financial audit shall be performed annually as soon as practicable after the end of the fiscal year.

3025.30 Audit Approval: Audit findings will first be reviewed by the General Manager who shall then request a meeting of the Audit Committee. The Committee will review the Draft Audit Report with the Auditor and make recommendations, if needed. The findings of the Audit Committee regarding the Draft Audit will be reported to the Board for its review and approval. The Board will also consider findings, if any, which may be contained in a Management Letter and direct the General Manager to take appropriate action. Relevant financial information contained in the Final Audit, showing Fund Balances and tying them to the budget, will be integrated into the Final Budget document for publication and distribution as the District's operating budget.

Converted from Resolutions 93-2 & 95-1

Amended: February 11, 2003

Amended: September 14, 2004

Amended: October 9, 2007

Amended: January 13, 2009

Amended: February 13, 2018

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM I

Date: October 10, 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

- First Vice President Michael Maynard and General Manager Joe Mendoza met with County of Orange First District Supervisor Do's staff regarding RCSD's desire to have its own zip code. Currently RCSD shares zip code 90720 with the City of Los Alamitos and Rossmoor residents may be getting charged at a higher sales tax rate. Supervisor Do's office is researching the issue and will get back to us. Also, Congresswoman Michelle Steel's office has filed a claim with the USPS and opened a case for review. The United States Postal Service has acknowledged the claim and has appointed a case worker to also research our request. The results will be provided within a 30-day period.

- The Personnel and Contract Administration Committee:
 1. Met on Tuesday, August 29, 2023, and acknowledged the upcoming expiration of the agreement with Sweeping Corporation of America. The contract will be brought before the RCSD Board for approval at the November meeting. All terms were approved by the Committee to begin a new contract beginning January 1, 2024.
 2. The Brightview contract was reviewed, and the General Manager was given direction to negotiate, and value engineer the proposed contract that expires March 31, 2024. The General Manager has met with Brightview representatives and will bring back a proposal that better fits our budget and/or prepare an RFP.

3. The General Manager has begun discussions with both the Youth Center and Los Alamitos Girls Softball League representatives regarding the review of the current Memo of Understanding. The findings of a facility fee survey, and potential policy changes will be presented to the Personnel and Contract Administration Committee in late October or early November. The Youth Center agreement expires March 1, 2024. The LAGSL MOU is ongoing and needs to be opened for discussion and modification.
 4. With the addition of Pickleball courts at Rossmoor Park, the General Manager will be sending out a request for proposal in search of a certified Pickleball instructor to teach at Rossmoor Park.
- The Parks and Facilities Committee met on Tuesday, September 26, 2023, and discussed:
 1. The Committee reviewed artwork for consideration in the creation of the District Flag (please see attachment 1). The Committee will continue to review the artwork and costs associated with adding the District flag and bring back a recommendation to the RCSD Board at the November meeting.
 2. The Committee also reviewed flooring options for the Rush Auditorium with the General Manager and direction was given to have an RFP ready to present to the RCSD Board at the November meeting.
 3. The Committee is requesting that staff and the RCSD Board of Directors provide a list of policies that they desire to be reviewed complete with comments and recommendations. The deadline for policy review submissions is October 18, 2023. Any Committee (Audit, Parks and Facilities, Personnel) affected by the proposed policy changes, will be required to meet prior to the December 12th Board of Directors meeting with the goal of having policy recommendations to the RCSD Board at the January 2024 meeting. The Parks and Facilities Committee will be reviewing submitted policies at their next scheduled meeting on November 1, 2023.
 - The Proposition 68 grants coordinator has notified RCSD that California State Parks has extended the grant performance period from June 30TH, 2024 to June 30th, 2028, with all terms and conditions being relevant. Staff will acknowledge the extension and continue to work towards the June 30, 2024, deadline. The outstanding projects are the Rush Park flooring and the Rossmoor Park Shade Structure.

ATTACHMENTS

1. Flag Rendering

