

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



## Regular Meeting of the Board Agenda Package

**April 14, 2015**

PUBLIC COPY

# TABLE OF CONTENTS



<b>A</b>	<b>AGENDA 04.14.15</b>
<b>B</b>	A-4a.—Los Alamitos High School Choirs Re: Grand Champ. at Fame NYC Competition
<b>C</b>	D-1.—Report of the General Manager Re: District Contracting & Bidding Process
<b>D</b>	E-1a.—Minutes: Regular Board Meeting of March 10, 2015
<b>E</b>	E-1b.—Minutes: Special Board Meeting of March 23, 2015
<b>F</b>	E-2.—Revenue & Expenditure Report-February 2015
<b>G</b>	G-1.—2 <sup>nd</sup> Reading of Ordinance No. 2015-02 Codifying Revisions to Board Policy No. 3080 Tree Maintenance
<b>H</b>	H-1.—Revision of Fee Schedule for Special Events w/the Dispensing & Consumption of Alcohol (Beer/Wine)
<b>I</b>	H-2.— Amendments to Policy No. 5020 Board Mtg Agenda Re: Placement of Certain Agenda Items on the Board Agenda
<b>J</b>	H-3.— Professional Services Contract—HTGroup
<b>K</b>	K-1.— CLOSED SESSION: Public Employee Performance Evaluation Pursuant to Govt Code Sect 54957-Title: Gen Mgr.
<b>L</b>	
<b>M</b>	
<b>N</b>	
<b>O</b>	
<b>P</b>	
<b>Q</b>	
<b>R</b>	
<b>S</b>	
<b>T</b>	
<b>U</b>	
<b>V</b>	
<b>W</b>	
<b>Y</b>	
<b>Z</b>	

AGENDA  
BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, April 14, 2015**

**7:00 p.m.**

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

**A. ORGANIZATION**

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Burgess, Casey, DeMarco, Maynard  
President Kahlert
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
  - a. Los Alamitos High School Choirs re: Grand Championship at Fame NYC Competition.

**B. ADDITIONS TO AGENDA – None**

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

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

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

**C. PUBLIC FORUM**

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

**D. REPORTS TO THE BOARD**

1. REPORT OF THE GENERAL MANAGER RE: DISTRICT CONTRACTING AND BIDDING PROCESS.

**E. CONSENT CALENDAR**

1. MINUTES:

a. Regular Board Meeting of March 10, 2015.

b. Special Board Meeting of March 23, 2015

2. FEBRUARY REVENUE AND EXPENDITURE REPORT.

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

**F. PUBLIC HEARING—None**

**G. RESOLUTIONS—None**

**ORDINANCES**

1. SECOND READING OF ORDINANCE NO. 2015-02 CODIFYING REVISIONS TO BOARD POLICY NO. 3080 PARKWAY AND ROSSMOOR WAY TREE MAINTENANCE.

**H. REGULAR CALENDAR**

1. REVISION OF FEE SCHEDULE FOR SPECIAL EVENTS WITH THE DISPENSING AND CONSUMPTION OF ALCOHOL (BEER AND WINE).

2. AMENDMENTS TO POLICY NO. 5020 BOARD MEETING AGENDA RE: PLACEMENT OF CERTAIN AGENDA ITEMS ON THE BOARD AGENDA.

3. PROFESSIONALSERVICES CONTRACT-HTGROUP.

**I. GENERAL MANAGER ITEMS**

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

**J. BOARD MEMBER ITEMS**

*This part of the Agenda is reserved for Board members to request that specific items be placed on a future Agenda. The Board may not discuss or take action on items that are not on the Agenda.*

**K. CLOSED SESSION**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54957  
Title: General Manager

**L. ADJOURNMENT**

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

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


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

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

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the April 14, 2015, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

  
\_\_\_\_\_  
JAMES D. RUTH  
General Manager

Date April 6, 2015\_\_\_\_\_

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4a**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** PRESENTATIONS FOR MEETING OF APRIL 14, 2015

**RECOMMENDATION:**

Receive presentations.

**BACKGROUND:**

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

- a. Los Alamitos High School Show Choirs (Choir Director David Moellenkamp) re: Grand Championship at Fame NYC Competition.

**ATTACHMENTS**

1. Orange County Breeze Article date March 9, 2015.

- Orange County Breeze - <http://www.oc-breeze.com> -

## Los Al HS show choirs earn grand champion at FAME NYC competition

Posted By [courtesy](#) On March 9, 2015 @ 4:49 pm In [Entertainment, Los Alamitos High School, School](#) | [Comments Disabled](#)

*Both SoundFX And SoundTrax won the title of Grand Champion this weekend, with Sophia Wackerman bringing home Best Soloist*

Countless weeks of rehearsals and hard work paid off on Friday when Soundtrax and SoundFX both won Grand Championships at the FAME New York City show choir competition at Lincoln Center.

In addition to championship wins, SoundFX also garnered awards for Best Show Design, Vocals and Choreography.

SoundFX's Sophia Wackerman was named Best Female Soloist.

The win qualifes both groups to compete for National Grand Championships in Chicago in late April.

Before they can even think about Chicago, the champs will need to come home, rest and regroup. Along with our other Griffin choirs, both will be competing at the Burbank Blast Competition on Saturday, March 14, and performing at the All-District Choral Festival on Monday, March 16.

*The article above was released by Los Alamitos Unified School District.*

### Featured photo

Los Alamitos High School Choir Director David Moellenkamp surrounded by his students in New York City.

Photo courtesy of Los Alamitos Unified School District.

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Article printed from Orange County Breeze: <http://www.oc-breeze.com>

URL to article: [http://www.oc-breeze.com/2015/03/09/68229\\_los-al-hs-show-choirs-earn-grand-champion-at-fame-nyc-competition/](http://www.oc-breeze.com/2015/03/09/68229_los-al-hs-show-choirs-earn-grand-champion-at-fame-nyc-competition/)

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# PROCLAMATION

Rossmoor Community Services District

***David Moellenkamp***

**WHEREAS:** Los Alamitos High School Choir Director David Moellenkamp has been; teaching at Los Alamitos High School in Los Alamitos, California for 7 years. He previously taught in the state of Illinois for 16 years; and

**WHEREAS:** This year the Los Alamitos High School Choir program's advanced mixed group, SoundFX and advanced women's group, Soundtrax, both won National Grand Championships at the FAME New York City show choir competition at Lincoln Center. In addition to championship wins, SoundFX also won awards for Best Show Design, Vocals and Choreography; and

**WHEREAS:** In April, 2014 the program's advanced choirs, SoundFX and Soundtrax, were both also named National Grand Champions after performing at the Grand Old Opry in Nashville; and

**WHEREAS:** The Los Alamitos High School Choral Program has grown to over 600 students enrolled in 8 classes throughout the school day. The choirs have been named Grand Champions in competition over 60 times in the last 7 years; most notably 5 time National Championships; and

**THEREFORE:** The Board of Directors of the Rossmoor Community Services District, does hereby commend Los Alamitos High School Choir Director David Moellenkamp for his dedication to being an exemplary educator who fosters creativity and talent in local high school youth and demonstrates outstanding leadership.

**ADOPTED,** This 14<sup>th</sup> day of April, 2015.

**ATTEST:**

William Kahlert, President of the Board  
Rossmoor Community Services District

James D. Ruth, General Manager  
Rossmoor Community Services District



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM D-1**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** REPORT ON THE DISTRICT'S CONTRACTING AND BIDDING PROCESS

**RECOMMENDATION:**

Receive report.

**BACKGROUND:**

From time to time questions arise regarding the manner in which the District contracts for capital projects and the bidding process that result there from. Attached is information which explains these processes. A PowerPoint presentation will be presented at your meeting.

**ATTACHMENTS:**

1. District Contracting and Bidding Process.
2. PowerPoint of District Contracting and Bidding Process.

Policy No. 1010 Authority of Board of Directors  
Policy No. 3020 Budget Preparation, Adoption and Revision.  
Policy No. 2000 General Manager Authority and Responsibilities.  
Policy No. 3050 Purchasing.

## DISTRICT CONTRACTING AND BIDDING PROCESS

The District's contracting and bidding process is spelled out in a number of District policies. First and foremost in the authority of the Board in **Policy No. 1010.60** to approve the District's Annual Budget and to approve all expenditures over \$5,000 (the General Manger has the authority to expend budgeted funds below that threshold).

**Policy No. 3020 Budget Preparation, Adoption and Revision** describes the role of the Public Works/CIP Committed to meet and make recommendations to the Board on recommended capital improved projects for inclusion in the proposed Fund 40 portion of the Preliminary Budget. Capital improvement projects are those projects with an estimated cost of \$5,000 or more and a five-year service life. These recommendations are also made available to the Budget Committee's review and recommendations to the Board on the Preliminary Budget.

Based on the input of the Committee's and the public, the Board holds a public hearing and adopts the Final Budget for the coming year. After approval of the Final Budget, the Public Works/CIP meets to review the Project List, define the accuracy of the cost estimates and makes recommendations to Board on proceeding with individual projects based on staff's recommended project cost and timetable for completion of said project. The Board then deliberates the merits of the project and approves going ahead with the project or requests additional information.

Upon final Board approval of a project, the General Manager, in accordance with Policy No.2000 Manager Authority and Responsibilities under **Section No. 2000.10 CIP Project Contractors** undertakes responsibility for completion of the project, as follows:

**2000.100 CIP Project Contractors:** The General Manager has the responsibility for soliciting and evaluating bidders for the District's CIP project work. Contract development shall be accomplished in consultation, with District Counsel. The General Manager shall be responsible for developing specifications for projects in consultation with any professional consultant approved by the Board; obtaining bids from contractors for CIP projects; and presenting bids to the Board for approval of the successful bidder. With Board approval, the General Manager is authorized to sign an agreement with such bidder, as the District's representative. The General Manager also has the responsibility for monitoring the performance of contractors for any CIP project approved by the Board.

**Policy No. 3050 Purchasing** further describes the District's bidding and contracting process, as follows;

**3050.60 Public Works Projects:** The General Manager shall conduct a competitive bid process in accordance with the Government Contract Code, including noticed bidding and sealed bids for any contract for the construction of a public works project which is estimated to cost in excess of \$25,000. The General Manager shall present the competitive bid results to the Board and the Board shall award the contract, if at all, to the lowest responsive and responsible bidder.

Once a contract is awarded, it is the responsibility of the General Manager to supervise the conduct of the project. **Policy No. 1010.20** describes the Board's involvement, if any, as follows:

**1010.20 Board Responsible for Policy:** The Board shall concern itself primarily with broad questions of policy rather than with administrative details. The Board is responsible for the formulation and evaluation of all policies and for monitoring the District's progress in complying with all policies.


The involvement of the Board or the Public Works/CIP Committee would only occur should the project scope substantially change or the project cost increase beyond the limits of **Policy No. 3050 Purchasing**, as follows:

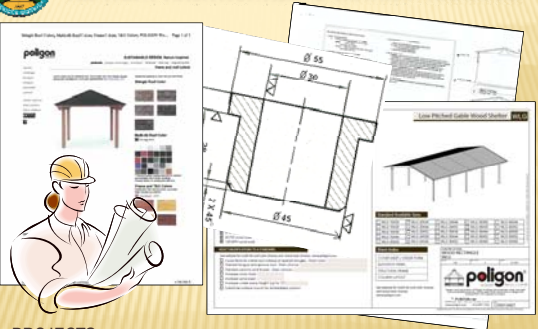
**3050.20 Limits on Expenditures:** The General Manager shall report promptly to the Board any expenditure for equipment, supplies or contract services that exceeds \$5,000. Any contract for goods or services totaling \$10,000 or more, in any one year or any amendment or extension thereto involving a change of more than \$10,000 shall be subject to Board review and approval.

Upon completion of a project, the General Manager shall report to the Board on the final cost and any operational issue, if any, associated with the project.


Legal authority for these processes, as provided by General Counsel, is as follows:

Under the Public Contracts Code, the District is required to utilize competitive bidding when awarding contracts for materials and supplies for the construction or completion of any building, structure, or improvement, when the cost exceeds twenty-five thousand dollars (\$25,000), shall be contracted for and let to the lowest responsible bidder after notice. Public Contract Code § 20682. Further, the District has adopted policies and procedures for the purchases of materials and supplies that are not covered by Public Contract Code section 20682 as required by Government Code sections 54202 and 61063. These policies, set forth in Policy No. 3050, have been adopted by written rules, which are available for public distribution, as required by Government Code section 54204. The Community Services District Law, sets forth the duties of the General Manager, which include the implementation of District policies, and the supervision of District facilities and services. Government Code § 61051. Policy No. 1010 sets forth the separate responsibilities of the Board and the General Manager, in accordance with the Community Services District Law.

 DISTRICT CONTRACTING & BIDDING PROCESS




PROJECTS

 DISTRICT CONTRACTING & BIDDING PROCESS

**Introduction**



**The District's contract and bidding process is spelled out in a number of District Policies. First and foremost is the Authority of the Board to establish policy for the District...**

DISTRICT POLICIES


 DISTRICT CONTRACTING & BIDDING PROCESS

**POLICY NO. 1010.10**

**Defines the authority of the board to act as a unit, not individually.**







DISTRICT POLICIES


 DISTRICT CONTRACTING & BIDDING PROCESS

**POLICY NO. 1010.60**

**Defines the authority of the board to approve the district's annual budget and all expenditures over \$5,000.**






DISTRICT POLICIES


 DISTRICT CONTRACTING & BIDDING PROCESS

**POLICY NO. 3025.26**

**Establishes the responsibility of the Public Works/CIP Committee to recommend approval by the board of the district's capital project list and Fund 40 budget.**




DISTRICT POLICIES

 DISTRICT CONTRACTING & BIDDING PROCESS


**POLICY NO. 2000.100**

**Spells out the General Manager's conduct of a Capital Project's competitive bidding process and the board's approval for awarding of a contract to the lowest responsible bidder.**




DISTRICT POLICIES




 DISTRICT CONTRACTING & BIDDING PROCESS  
**POLICY NO. 3050.60**



**Further describes the General Manager's conduct of a competitive bidding process and awarding of a contract to the lowest responsible bidder by the board.**



DISTRICT POLICIES


 DISTRICT CONTRACTING & BIDDING PROCESS  
**POLICY NO. 1010.60**

**Describes the board's responsibility for questions of board policy rather than administrative matters.**



 vs. 

Board GM/Staff


DISTRICT POLICIES

 DISTRICT CONTRACTING & BIDDING PROCESS  
**POLICY NO. 3050.20**

**Establishes the general manager's expenditure limit of \$5,000 and the requirement for board approval for amendment to any contract which exceeds \$10,000.**

DISTRICT POLICIES

 DISTRICT CONTRACTING & BIDDING PROCESS

POLICY NO. 1010.10- BOARD ACTS AS A UNIT--NOT INDIVIDUALLY

POLICY NO. 1010.60--BOARD AUTHORITY TO APPROVE DISTRICT'S ANNUAL BUDGET

POLICY NO. 3025.26--RESPONSIBILITY OF THE PUBLIC WORKS/CIP COMMITTEE

POLICY NO. 2000.100--GM'S CONDUCT OF CIP COMPETITIVE BIDDING PROCESS/ BOARD APPROVAL FOR AWARDING CONTRACT TO LOWEST BIDDER

POLICY NO. 3050.60--FURTHER DESCRIBES GM'S CONDUCT OF COMPETITIVE BIDDING PROCESS AND BOARD'S AWARDING OF CONTRACT

POLICY NO. 1010.60--BOARD'S RESPONSIBILITY FOR QUESTIONS OF BOARD POLICY RATHER THAN ADMINISTRATIVE MATTERS

POLICY NO. 3050.20--ESTABLISHES THE GENERAL MANAGER'S EXPENDITURE LIMIT OF \$5K & BOARD APPROVAL FOR CONTRACT AMENDMENTS OVER \$10K

SUMMARY OF POLICIES

## Rossmoor Community Services District

**Policy**

**No. 1010**

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### **AUTHORITY OF BOARD OF DIRECTORS**

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**1010.10 Board Authority:** The Board is the unit of authority. Individual officers or other Board Members cannot purport to speak on behalf of, represent, make expenditures on behalf of, or attempt to obligate, bind, or commit the District unless specifically authorized by the Board to do so. Apart from the normal function as part of the unit, the Board Member has no individual authority. The Board Member does not represent any fractional segment of the community but is rather a part of the body which represents and acts for the community as a whole. No individual member of the Board, by virtue of holding office, shall exercise any administrative responsibility with respect to the District or as an individual command the services of any District employee unless authorized by other policies. All actions of the Board shall be taken only in official Board meetings.

**1010.20 Board Responsible for Policy:** The Board shall concern itself primarily with broad questions of policy rather than with administrative details. The Board is responsible for the formulation and evaluation of all policies and for monitoring the District's progress in complying with all policies.

**1010.30 General Manager:** The Board is responsible for hiring and firing the General Manager and shall conduct a performance review of the General Manager not less than once each fiscal year. The Board shall also approve all actions outside the scope of duties of the General Manager.

**1010.40 General Counsel:** The Board is responsible for contracting for the District's General Counsel.

**1010.50 Auditor:** The Board is responsible for contracting for the District's Auditor.

**1010.60 Annual Budget:** The Board shall approve the District's Annual Budget and amended budgets; approve the movement of monies between and among Funds; approve all investment of idle funds; approve the District's Appropriations Limits and approve all expenditures of \$5,000 or more.

**1010.70 Ordinances and Resolutions:** The Board shall approve all ordinances and resolutions governing the operation of the District.

**1010.80 Contractual Agreements:** The Board shall approve all contractual Agreements for services provided by contractors or other governmental agencies.

**1010.90 Real Property:** The Board is the sole authority to convey real property or real property rights.

Renamed, Amended and Renumbered: November 9, 2010

# Rossmoor Community Services District

**Policy**

**No. 3020**

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## **BUDGET PREPARATION, ADOPTION AND REVISION**

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**3020.10** Budget Calendar: This policy shall serve as the budget calendar unless the Board modifies the dates herein. If so, the General Manager shall prepare and the Board shall adopt a budget calendar for the succeeding fiscal year at the March meeting of the Board.

**3020.20** Preliminary Budget: A Preliminary Budget based on current year estimates to close and on forecasting of expected revenues and expenditures for the succeeding fiscal year shall be prepared by the General Manager by April 30. The Preliminary Budget shall conform to generally accepted accounting and budgeting procedures for special districts.

**3020.25** Public Works/CIP Committee: The Public Works/Capital Improvement Projects (CIP) Committee is comprised of two Board members and the General Manager. The President of the Board appoints the members of the Committee

**3025.26** Capitol Project Budget: Prior to the development of the Preliminary Budget, the Public Works/CIP Committee shall meet and make recommendations to the Board on recommended capital improvement projects for inclusion in the proposed Fund 40 budget portion of the Preliminary Budget. Capital improvement projects shall be those projects with an estimated cost of \$5,000 or over and have a five-year service life. Projects of a lesser amount or of less than a five-year service life will be included in the appropriate departmental budgets of Fund 10 of the Preliminary Budget.

**3020.30** Budget Committee: The Budget Committee is comprised of two Board members and the General Manager. The President of the Board appoints members to the Committee.

**3020.31** Presentation of Preliminary Budget: The Budget Committee shall review the Preliminary Budget prepared by the General Manager and make recommended changes. The General Manager shall present the amended Preliminary Budget to the Board at its meeting in May.

**3020.40** Preliminary Budget: The proposed Preliminary Budget, as reviewed and amended by the Budget Committee, shall be reviewed and approved by the Board at its May meeting.

**3020.50** Appropriations Limit: On or before July 1 of each year, the Board shall adopt a resolution establishing its appropriations limit pursuant to Section 61113 of the Government Code.

**3020.60** Public Hearing Notice: On or before July 1 of each year, and at least two weeks before the hearing, a notice of public hearing shall be published in a newspaper of general circulation, which specifies the following:

**3020.61** Availability for Inspection: The proposed Final Budget shall be available for inspection at a specified time in the District office.

**3020.62** Public Hearing: The date, time and place of the meeting of the Board when the Board will meet to adopt the Final Budget and that any person may appear and be heard regarding any item in the budget or the addition of other items.

**3020.70** Second Public Notice: The public notice must be published a second time at least



two (2) weeks before the Final Budget hearing in at least one newspaper of general circulation in accordance with Section 61110(d) of the Government Code.

**3020.80** Final Budget Adoption: The General Manager shall submit a Final Budget to the Board as soon as practicable, but no later than the meeting of the Board in August. The Final Budget shall be based on the latest financial data available or the audited numbers for the previous fiscal year, if available. At the August Board meeting or sooner, the Board will hold the public hearing on the Final Budget and upon completion of the public hearing will consider adoption of the Final Budget. On or before September 1 of each year, the Board must adopt a Final Budget that conforms to generally accepted accounting and budgeting procedures for special districts. Immediately thereafter, the Board will adopt a Resolution stating the District Annual Budget Revenues and Expenses Totals by Fund.

**3020.90** County Auditor: After Final Budget adoption and completion of the District's Financial Audit, the General Manager shall forward a copy of both documents to the County Auditor.

**3020.100** Budget Adjustment: The Budget Committee shall review budget adjustments prepared by the General Manager prior to the February Board meeting. The General Manager shall present budget adjustment recommendations at the February meeting of the Board. The Board shall review current revenue and expenditure projections and make necessary adjustments to the current Budget, which are reflective of the District's current financial condition. The Board may adjust the budget by adoption of a resolution amending the budget.

**3020.110** Budgetary Control: Control of movement of funds is governed by Policy No. 3021 Budgetary Control.

Amended: November 9, 2004

Amended: January 11, 2005

Amended: April 10, 2007

Amended: October 9, 2007

Amended: January 13, 2009

Amended: January 10, 2012

## Rossmoor Community Services District

Policy

No. 2000

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### GENERAL MANAGER AUTHORITY AND RESPONSIBILITIES

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**2000.10 Appointment:** The General Manager shall be appointed by the Board of Directors solely on the basis of executive and administrative ability and qualifications and shall hold office until the General Manager's resignation or termination by the Board. No person holding or who has held membership on the Board shall be eligible for appointment as General Manager until one (1) year has elapsed following the termination of membership on the Board for which the individual was last elected or appointed.

**2000.20 Authority:** The General Manager shall be the chief administrative officer of the Rossmoor Community Services District under an employment agreement with the District. The General Manager shall carry out the directions of the Board. The General Manager is responsible for the efficient administration and management of all District employees, activities and properties.

**2000.30 Secretary:** The General Manager is the Secretary to the Board. Duties include preparing the agenda, and attachments, in consultation with the President, for each Board meeting, taking minutes at each board meeting, preparing them for distribution to all Board members promptly after each meeting, and for performing other duties as directed by the Board or required by law. The General Manager shall also serve as Secretary and Chief Financial Officer to the Public Improvement Finance Corporation.

**2000.40 Meetings:** The General Manager shall attend all meetings of the Board and Committees of the Board and participate in all matters before the Board, but without a vote.

**2000.50 Policies:** The General Manager is responsible for the administration of all policies approved by the Board and for assuring that District employees adhere to all applicable policies. The General Manager may also recommend new policies or revisions to policies for consideration by the Board.

**2000.60 Procedures:** The General Manager is responsible for developing and completing written procedures for use by staff in the performance of their duties in the most cost effective and efficient manner. These procedures shall be available to all District employees.

**2000.70 Staff:** The General Manager shall hire, train, conduct employee performance evaluations, discipline and, when necessary, terminate employees of the District. The General Manager shall create positions of employment, organize the staff, and direct resources to accomplish the functions of the District. The General Manager is also responsible for developing and completing a Job Description which will cover the minimum qualifications (education, experience, skills, etc.) needed and the duties to be performed for each job that exists within the District. All Job Descriptions shall be contained in a Personnel Manual and posted in the District's computer system available to all employees. The General Manager is also responsible for preparing a Salary Plan for each classification and submitting the Plan to the Board annually, as a part of the Preliminary Budget.

**2000.80 Budget and Finances:** The General Manager is responsible for preparing and submitting an annual Preliminary, Final and Mid-year Budget to the Board. Such budgets shall include a multi-year Capital Improvement Program (CIP). The General Manager shall also be responsible for expending funds in conformity with the approved Budget and preparing and submitting a Revenue and Expenditures report to the Board each month which shows actual revenue received and expenditures made that month. The report shall be in the same format as the approved Budget.

The General Manager has the authority to expend funds for budgeted and non-budgeted items within the financial limits imposed by the Board. He/she shall also maintain or cause to be maintained all necessary and required financial records for the proper conduct of the District's annual audit.

**2000.90 District Facilities:** The General Manager has the responsibility for managing and maintaining all District buildings and parks, including the use of such facilities in accordance with applicable District Policies and the approved Fee Schedule. The General Manager is responsible for regularly inspecting all District facilities to evaluate the effectiveness of maintenance and to monitor the performance of District staff and contractors assigned responsibility for the upkeep and maintenance of District facilities through the use of staff personal and/or contractors within the General Manager's spending limits.

**2000.100 CIP Project Contractors:** The General Manager has the responsibility for soliciting and evaluating bidders for the District's CIP project work. Contract development shall be accomplished in consultation, with District Counsel. The General Manager shall be responsible for developing specifications for projects in consultation with any professional consultant approved by the Board; obtaining bids from contractors for CIP projects; and presenting bids to the Board for approval of the successful bidder. With Board approval, the General Manager is authorized to sign an agreement with such bidder, as the District's representative. The General Manager also has the responsibility for monitoring the performance of contractors for any CIP project approved by the Board.

**2000.110 Long Term Contractors:** The General Manager has the same responsibilities for long term contractors as with project contractors. Long term contractors are those whose scope of work is ongoing and for a term of at least a year and usually longer. The General Manager represents the District in negotiations and disputes with contractors and together with any project consultant approved by the Board. The General Manager makes decisions on whether the contractor has performed in compliance with the applicable contract, and whether reductions in payment are to be made or whether termination is warranted. Such actions must be taken in consultation with General Counsel.

**2000.120 Reports to the Board:** The General Manager shall provide a Quarterly Status Report to the Board on the major service categories contained in the District's Goals and Objectives. Such categories include but are not limited to recreational programs, facility maintenance, status of the urban forest, street lighting, street sweeping, County services, fiscal status and community outreach. The General Manager may develop and present special reports, as deemed necessary or as directed by the Board.

**2000.130 Recreation Programs:** The General Manager is responsible for managing the activities of staff responsible for planning, researching, and recommending new or modified recreation programs and equipment utilizing the parks and buildings in the District for the benefit of the Rossmoor community.

**2000.140 Tree Program:** The General Manager is responsible for the management of the District's urban forest. The General Manager shall monitor and coordinate any tree related activity such as plantings, removals, and trimmings with the County, the District's contract arborist, and District staff/consultants for all parkway and median trees in the community.

**2000.150 Public Relations:** The General Manager has the authority and responsibility to represent the District in any dialogue with all local, county, state and federal agencies, news media and local organizations. The General Manager has the responsibility for answering inquiries from the public and news media, producing and distributing the District's Quarterly Newsletter to all Rossmoor homeowners/residents and businesses, and issuing press releases and media alerts to inform local and regional newspapers of events and programs to be conducted on District properties or being supported by the District. The General Manager shall also maintain and keep current the District web site and develop an email data base of homeowners/residents and businesses for timely dissemination of information on current events or emergency alerts.

**2000.160** Emergencies: The General Manager has the responsibility and authority to expend District funds when an emergency occurs which adversely affects, directly or potentially, the ability of the District to perform its services which puts District property or personnel in jeopardy, or which may jeopardize the health and safety of the community and its residents. The General Manager shall determine that an emergency exists and shall take whatever steps and expenditures deemed necessary to meet the emergency.

At the earliest opportunity, the General Manager shall inform the Board President, or in the President's absence, the First Vice President or Second Vice President, of the emergency and the steps taken and expenditures incurred or may be incurred to meet the emergency. Such actions shall be reported to the Board at their next regularly scheduled meeting.

Adopted: July 14, 1993  
Amended: February 9, 2000  
Reformatted: October 8, 2002  
Amended: December 10, 2002  
Amended: January 11, 2005  
Amended: September 12, 2006  
Amended: October 13, 2009

# Rossmoor Community Services District

Policy

No. 3050

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## **PURCHASING**

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**3050.10 Expense Authorization:** The General Manager has the authority and responsibility for managing and expending District funds in accordance with the approved annual District Final Budget (see Policy No. 2000, General Manager Authority and Responsibilities).

**3050.20 Limits on Expenditures:** The General Manager shall report promptly to the Board any expenditure for equipment, supplies or contract services that exceeds \$5,000. Any contract for goods or services totaling \$10,000 or more, in any one year or any amendment or extension thereto involving a change of more than \$10,000 shall be subject to Board review and approval.

**3050.30 Required Payment Signatures:** All District payments require two signatures in accordance with Policy No. 4055. All requests for payment shall be accompanied by an invoice or other documentation supporting the claim.

**3050.40 Credit Card:** The District credit card shall have a limit of \$5,000. Review of the claims and payments will be performed in the manner required by Policy 3050.30, above.

**3050.50 Revolving Cash Fund:** The Revolving Cash Fund for incidental expenses shall be \$400. A review of these expenditures for authorization by the approved District Budget shall be performed prior to replenishment of the fund.

**3050.60 Public Works Projects:** The General Manager shall conduct a competitive bid process in accordance with the Government Contract Code, including noticed bidding and sealed bids for any contract for the construction of a public works project which is estimated to cost in excess of \$25,000. The General Manager shall present the competitive bid results to the Board and the Board shall award the contract, if at all, to the lowest responsive and responsible bidder.

**3050.70 Emergency Expenditures:** All emergency expenditures shall be in accordance with Policy No. 2000.160.

Adopted: December 9, 2003  
Amended: April 10, 2007  
Amended: October 9, 2007  
Amended: November 11, 2014

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1a.**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** MINUTES: REGULAR MEETING OF MARCH 10, 2015

**RECOMMENDATION:**

Approve the Minutes of the Regular Meeting of March 10, 2015 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their Regular March 10, 2015 Meeting of the Board as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. Minutes-Regular Meeting of March 10, 2015 Prepared by the Board's Secretary/General Manager.



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

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, March 10, 2015**

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**A. ORGANIZATION**

**1. CALL TO ORDER: 7:00 P.M.**

**2. ROLL CALL: Directors Burgess, Casey, DeMarco, Maynard  
President Kahlert**

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS:**

**a. OCSD Traffic Bureau—Manny Cruz re: Drunk Driving**

Officer Manny Cruz provided the board with a detailed presentation on drunk-driving awareness, prevention, myths, laws and statistics. He stated that each year St. Patrick's Day generated the most drunk driving fatalities of any holiday. He cautioned the community to be safe and make better choices.

**b. President Kahlert—Eagle Scout Proclamation**

President Bill Kahlert congratulated Eagle Scout Award recipient Matthew Joseph Wauters and presented him with a proclamation on behalf of the RCSD Board. Photos were taken. Applause ensued.

**B. ADDITIONS TO AGENDA—None**

**C. PUBLIC FORUM:**

Residents Robert Kaplan, Michelle Kendall, Stan Olin and Ralph Vartabedian all opined relative to traffic and parking issues around Rossmoor Park and surrounding homes. They stated that although there was an ordinance prohibiting parking on Friday evenings, it was not being enforced. They also had comments relative to softball games creating parking congestion, poor pedestrian visibility as well as ongoing problems with park patrons parking in and across resident driveways and in front of fire hydrants.

Ralph Vartabedian further opined relative to his opposition of the Rossmoor Park permanent shade structure project. He stated that the money would be better spent on a memorial statue commemorating American Veterans and upgrading the softball field at Rush Park. He further opined that the district needed to reach out to adults and seniors and provide a more comprehensive assortment of activities.

Mark Nitikman opined relative to the new speaker card system. He stated that he felt it was an unnecessary layer of bureaucracy for such a small agency.

**D. REPORTS TO THE BOARD**

**1. REPORT OF THE PUBLIC WORKS/CIP COMMITTEE RE: RECOMMENDATION TO PROCEED WITH THE ACQUISITION AND INSTALLATION OF A PERMANENT SHADE STRUCTURE AT RUSH PARK.**

Recommendation to: Adopt the recommendation of the Committee to approve the purchase and installation of a permanent shade structure at Rush Park.

Public Works/CIP Committee members reported on the rationale behind their support of the installation of a permanent shade structure at Rush Park. Discussion ensued relative to cost estimates and materials. The report was received and filed.

**2. REPORT OF THE TREE COMMITTEE RE: ILLEGAL TREE TRIMMING OF PARKWAY AND MEDIAN TREES.**

Recommendation to: Adopt the recommendation of the Tree Committee to set violation penalties for illegal trimming of parkway and median trees.

Tree Committee members reported on the tree committee meeting. Discussion ensued relative to policy changes, tree removal fines and penalties. The report was received and filed.

**3. REPORT OF THE PARKS & FACILITIES COMMITTEE RE: COOPERATIVE PROGRAMMING AGREEMENT WITH THE YOUTH CENTER.**

Recommendation to: Adopt the recommendation of the Parks and Facilities Committee that the District enter into a Cooperative Programming Agreement (CPA) with the Youth Center for the annual Summer Youth Day Camp Program and an After School Program with the Youth Center.

Parks and Facilities Committee members reported on the Parks and Facilities Committee meeting. Discussion ensued relative to the pros and cons and potential liabilities of entering into a cooperative programming agreement with the Los Alamitos Youth Center. The report was received and filed.

**4. REPORT OF THE GENERAL MANAGER RE: NOTIFICATION (FROM CALTRANS) OF PREFERRED ALTERNATIVE 3 (TOLL LANES) FOR THE I-405 IMPROVEMENT PROJECT.**



Recommendation to: Discussion and possible action regarding the selection by Caltrans of Alternative 3 (Toll Lanes) for the I-405 Improvement Project.

Discussion ensued relative to the CalTrans letter dated February 19, 2015 and the possible legal remedies available. General Counsel stated he would study the letter and report back to the board. The report was received and filed.

**5. REPORT OF THE GENERAL MANAGER RE: NOTIFICATION FROM THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY OF LONGEVITY DISTRIBUTION CREDIT (\$2,072).**

Recommendation to receive report. The General Manager reported that the district would be receiving a \$2,072 longevity credit from the Special District Risk Management Authority. The report was received and filed.

**E. CONSENT CALENDAR**

**1a. MINUTES REGULAR BOARD MEETING—February 10, 2015**

**2. REVENUE AND EXPENDITURE REPORT—January 2015**

Motion by Director DeMarco, seconded by Director Casey to approve Consent Calendar Item E-1a. Minutes of February 10, 2015 as submitted. Motion passed 4-1, with Director Maynard abstaining due to his absence at the February board meeting.

Motion by Director Maynard, seconded by Director DeMarco to approve Consent Calendar Item E-2 January 2015 Revenue and Expenditure Report as submitted. Motion passed 5-0.

**F. PUBLIC HEARING: None**

**G. RESOLUTIONS**

**1. RESOLUTION NO. 15-03-10-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT RESOLUTION NO. 15-03-10-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER) AT THE ROSSMOOR COMMUNITY FESTIVAL**

Recommendation: Discussion and possible action regarding a resolution and guidelines for the serving of beer at the Rossmoor Community Festival in May of this year; to approve by roll call vote, Resolution No.15-03-10-01 by reading the title only and waiving further reading as follows:

**RESOLUTION NO. 15-03-10-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT RESOLUTION NO. 15-03-10-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER) AT THE ROSSMOOR COMMUNITY FESTIVAL**

Resident Rachel DeMarco opined that she did not feel that it was appropriate to have alcohol at the annual Rossmoor Community Festival. She stated that alcohol contradicted the spirit of the kid and family friendly event. She also expressed safety concerns.

Mark Nitikman stated that the Rotary Club had requested the alcohol permit in order to host a beer tasting fundraiser in a well controlled and confined area. No one would be permitted to stroll the park grounds with alcoholic beverages.

Emily Gingras reported that there would be a ticket presale whereby participants would be required to show a valid identification prior to purchase and in turn, would receive a matching ID wristband. Participants would not be allowed to travel in and out of the confined area where alcohol was served.

Discussion ensued relative to the scope of the event, the location and security. It was the consensus of the board that they did not have enough information at this point in time to make a decision. Therefore, the request would either have to be denied or continued to a special meeting. Mark Nitikman stated that there was a 30 day deadline to get the RCSD's approval and obtain the required permits from other agencies. Director DeMarco expressed concerns relative to setting deadline precedents and sending the wrong message regarding district timelines and procedures for future alcohol permit requests. Director Maynard opined that the distinction was that the district was the cosponsor of the Rossmoor Community Festival. Director Casey stated that logistically, it was going to be difficult to schedule a meeting with the RCSD, RHA and Rotary Club and other agencies within that timeframe. President Kahlert stated that the special meeting would be scheduled and it would be incumbent upon the requesting agencies to attend. Motion by Director Maynard, seconded by Director Casey to table Item G-1 Resolution No. 15-03-10-01; direct staff to research and compose a more detailed staff report for presentation and discussion at a Special Meeting to be scheduled prior to the 30 day deadline of April 3, 2015. Motion passed 5-0.

**2. INTRODUCTION OF ORDINANCE NO. 2015-02 AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT, COUNTY OF ORANGE, STATE OF CALIFORNIA, ADOPTING AND REVISING POLICY NO. 3080, PARKWAY AND ROSSMOOR WAY MEDIAN TREE MAINTENANCE, AS THE RULES AND REGULATIONS THAT GOVERN THE MAINTENANCE OF PARKWAY AND ROSSMOOR WAY MEDIAN TREE MAINTENANCE**

Recommendation to give first reading to proposed amendments to Policy No. 3080 Parkway and Rossmoor Median Tree Maintenance and proposed Ordinance No. 2015-02 relating to the enforcement of District policy for illegal tree removal/tree trimming.

Mark Nitikman had comments relative to language contained in Sections 3080.14 and 3080.110. He suggested modifying the word "allows" to read "knowingly allows". General Counsel concurred.

Motion by Director Maynard, seconded by Director DeMarco to introduce Ordinance No. 2015-02 An Ordinance of the Rossmoor Community Services District, County of Orange, State of

California, adopting and revising Policy No. 3080 Parkway and Rossmoor Way Median Tree Maintenance as the Rules and Regulations that Govern the Maintenance of Parkway and Rossmoor Way Median Tree Maintenance with the following language modifications in Section 3080.14 and 3080.110: revise the word “allows” to read “knowingly allows” and bring the ordinance and policy back to the board for a second reading at the next regular board meeting. Motion passed 5-0.

## **H. REGULAR CALENDAR:**

### **1. ADOPTION OF FY 2015-2016 BUDGET CALENDAR**

Recommendation to Review and adopt FY 2015-2016 Budget Calendar

Discussion ensued. Motion by Director Maynard, seconded by Director Casey to review and adopt FY 2015-2016 Budget Calendar. Motion passed 5-0.

### **2. BROADCASTING AND PRODUCTION OF DISTRICT BOARD MEETINGS**

Recommendation to Approve Extended Term Agreement with Mr. Doug Wood for broadcasting and production of District Board Meetings.

Discussion ensued. Director Burgess requested that the language in Exhibit B be modified to read “up to” 4 hours. The board and general counsel concurred.

Motion by Director Maynard, seconded by Director Casey to approve extended term agreement with Mr. Doug Wood for broadcasting and production of district board meetings; with the aforementioned language modifications to Exhibit B. Motion passed 5-0.

### **3. THE YOUTH CENTER SUMMER PROGRAM—PARTNERING PROPOSAL—ROSSMOOR PARK**

Recommendation to Authorize General Manager to execute a three-year Cooperative Programming Agreement (CPA) with the Youth Center.

Discussion ensued relative to The Youth Center after school program, safety and potential for district liability. General Counsel opined that there would always be a certain amount of liability; however, sufficient indemnification was included in the agreement.

Motion by Director Maynard, seconded by Director DeMarco to authorize general manager to execute a three year cooperative programming agreement (CPA) with the Youth Center. Motion passed 5-0.

### **4. SHAKESPEARE BY THE SEA—PARTNERING PROPOSAL—RUSH PARK**

Recommendation to Approve the request of Lisa Coffi, Producing Artistic Director, to continue a partnering relationship with the District in providing their presentation of “The Tempest” and “As You Like It” at Rush Park.

Discussion ensued relative to program costs. Emily Gingras stated that as cosponsors, the district

provides the venue, but is not charged for the performance as in other communities. She also stated the performances were very popular with residents.

Motion by Director Casey, seconded by Director DeMarco to approve the request of Lisa Coffi, Producing Artistic Director, to continue a partnering relationship with the District in providing their presentation of “The Tempest” and “As You Like It” at Rush Park. Motion passed 5-0.

**5. AUTHORIZE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR THE PURCHASE AND INSTALLATION OF A PERMANENT SHADE STRUCTURE AT RUSH PARK**

Recommendation to Authorize General Manager to execute Agreements with PORTERcorp for the purchase and installation of a permanent Poligon shade structure. Discussion ensued relative to project cost, ADA requirements and aesthetics. It was the consensus of the board that the upgrade was overdue, worthwhile and would add quality and value to the community.

Motion by Director Casey, seconded by Director DeMarco to Authorize General Manager to execute Agreements with PORTERcorp for the purchase and installation of a permanent Poligon shade structure. Motion passed 5-0.

**6. FIRST READING OF AMENDMENT TO POLICY NO. 1015 RE: MISSION STATEMENT**

Recommendation to Give first reading to amendment of Policy No. 1015 Mission and Jurisdiction to amend the current Mission Statement for consistency with the Board’s adoption of revised Goals and Objectives.

Brief discussion ensued. Motion by Director Maynard, seconded by Director DeMarco to give first reading, waive second reading and adopt the proposed amendment to Policy No. 1015 Mission and Jurisdiction to amend the current Mission Statement for consistency with the Board’s adoption of revised Goals and Objectives. Motion passed 5-0.

**I. GENERAL MANAGER ITEMS:**

The General Manager updated the board on various business of the district. He stated that the Southern California Gas Company planning commission meeting was in the process of being rescheduled and he would notify the board as soon as he received an update from them. He reported that County Public Works had scheduled the re-striping and signage illumination improvements to Montecito Road between March 15<sup>th</sup> and April 15, 2015. The street lighting was a separate issue and he was working on a solution with Southern California Edison. He announced that the district had scheduled a latent powers meeting next Monday, March 16, 2015 at 2:30 p.m. and a meeting with LAUSD School Superintendent Sherry Kropp on Thursday, March 19, 2015.

**J. BOARD MEMBER ITEMS**

Director Burgess had brief comments relative to next year’s budget and the possible expansion of the summer recreation program.

Director DeMarco thanked the General Manager and staff for their efforts and hard work to improve the striping and signage on Montecito Road. He added that he was driving on Ocean Blvd. near the pier in Seal Beach and observed that their street lighting is much brighter due to what he believes is a higher wattage bulb. He suggested researching LED lighting options. Director DeMarco also congratulated Eagle Scout Matthew Wauters on his achievements and thanked Officer Manny Cruz from the Traffic Bureau for his informative presentation on drunk driving.

Director Maynard thanked Officer Manny Cruz for his informative presentation. He encouraged the community that when celebrating with alcohol to always designate a driver, call a friend, call a cab—drunk driving tragedies can be prevented with proper forethought and preparation. He concluded with comments relative to the district’s implementation of a new speaker card system and encouraged the public to fill out the cards and participate. He commented that change, while sometimes painful, can be a good thing.

Director Casey reported on his recent attendance at a LAFCO Collaborative Services meeting with General Manager Ruth.

President Kahlert congratulated his fellow board members for approving the permanent shade structure project at Rush Park. He stated that he was confident that the canopy would prove to be a beautiful and valuable asset to the community.

**K. CLOSED SESSION—None**

**L. ADJOURNMENT:**

Motion by Director DeMarco, seconded by Director Casey to adjourn the regular meeting at 9:45 p.m. Motion passed 5-0.

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1b.**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** MINUTES: SPECIAL MEETING OF MARCH 23, 2015

**RECOMMENDATION:**

Approve the Minutes of the Special Meeting of March 23, 2015 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their Special March 23, 2015 Meeting of the Board as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. Minutes-Special Meeting of March 23, 2015 Prepared by the Board's Secretary/General Manager.



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

**SPECIAL MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, March 23, 2015**

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**A. ORGANIZATION**

1. **CALL TO ORDER: 4:31 P.M.**
2. **ROLL CALL: Directors Burgess, Casey, Maynard  
President Kahlert  
Director DeMarco had an excused absence**

3. **PLEDGE OF ALLEGIANCE**

**B. PUBLIC FORUM—None**

**C. REGULAR CALENDAR**

1. Discussion and Possible Action Re: Authorizing the dispensing of alcohol (beer) at the Rossmoor Community Festival and possible approval of the security provisions and guidelines relative to the dispensing of alcohol at the event.

The General Manager reported that at the March 10, 2015 regular meeting the board discussed a draft resolution which would have authorized the dispensing of alcohol (*beer*) at the Rossmoor Community Festival. After discussion, the Board requested a Special Board Meeting to review the matter further. Should the Board move to approve the request, Agenda Item D-1 is a resolution required for dispensing of alcohol on District Property.

Recommendation to approve or disapprove the dispensing of alcohol (beer) at the Rossmoor Community Festival.

**PRESIDENT KAHLERT OPENED THE MEETING FOR DISCUSSION.**

President Kahlert made it clear for the record that the District had no intention of setting precedent for future alcohol permit requests or giving the impression that a special meeting would be held to approve the untimely and/or incomplete requests of future applicants. This special meeting was being held due to the novelty and complexity of alcohol permitting process and the board's need to familiarize themselves with the requirements and procedures. He asked the RHA and Rotary Club members to proceed.

RHA Rossmoor Community Festival Coordinator Beverly Houghton stated that the agenda packet presented to the board effectively outlined the Rotary Club's request. She noted that Rotary Club member John Paulson could not be present as he was unexpectedly called away on business; however, Rotary Club President Milt Houghton would report on behalf of the club.

Milt Houghton provided the board with details relative to the history of the Rotary Club. He informed the Board that John Paulson had over 30 years of experience organizing events, including the LA Open and he was confident in his abilities. He added that the beer tasting was a fundraiser and the Rotary Club did not make any profit. All money earned from the ticket sales went back into the community and was contributed to various charities. He stated all tickets were strictly presale and could not be purchased at the event. The Beer Tasting Event would take place on May 3rd from the hours of 12 p.m. to 4 p.m. Only one ticket was permitted per person. Each ticket would be exchanged for a wristband consisting of a total of five tear-off tabs—each tab represented one tasting. Each tasting was equivalent to 4 ounces of beer with a maximum possible per person consumption of 20 ounces of beer. Once the five tabs were expended no more alcohol consumption was permitted.

Lengthy discussion ensued relative to ticket sales, fencing dimensions, exact location and beer dispensing method, security and law enforcement provisions and the required ABC approvals. Bev Houghton stated that the grass area would be fenced off on the corner of Blume Drive and Chianti Drive. Milt Houghton stated that the RCSD Board must first approve the request before the ABC would direct the Rotary Club on additional requirements.

President Kahlert inquired as to the chances of Rotary Club obtaining ABC approval. Milt Houghton replied that John Paulson anticipated a 90% chance. He stated that 1,000 tickets would be printed with a sales goal of 400 tickets. Director Casey had concerns relative to possible parking issues that could arise. Mark Nitikman replied that ideally the attendance would involve somewhat of an overlap with typical festival participants. He added that they would agree to cutoff date/time for ticket sales and no tickets would be sold on the day of the event.

Director Maynard opined that he would have preferred a more detailed map of the beer garden layout including locations of alcohol, seating, trash cans, security, etc. President Kahlert agreed and requested going forward that staff develops a comprehensive staff report template for similar events. He directed staff to notify all homeowners living in close proximity to Rush Park of the festivities and develop a standard notification system for future events (*i.e. weddings*) involving alcohol.

Director Maynard requested an after action report. He also requested that the Rotary Club give future consideration to making the Beer Garden Tasting a separate Rotary Fundraiser apart from the Rossmoor Community Festival.

General Counsel Tarquin Preziosi stated that page 10, Attachment 1D of the agenda packet, the insurance document was missing the date as well as the necessary \$1M certificate of endorsement/liability provision naming the Rossmoor Community Services District as additional insured; effectively leaving the District uninsured and unprotected. Discussion ensued relative to whether the item could still be approved or not. Tarquin Preziosi stated that the board could approve the request with the condition that the Rotary Club first obtain the proper insurance.



**D. RESOLUTIONS**

**1. Resolution No. 15-03-23-01 Authorizing the Dispensing of Alcohol (Beer) at the May 3, 2015 Rossmoor Community Festival**

Motion by Director Maynard, seconded by Director Burgess to approve Resolution 15-03-23-01 Authorizing the Dispensing of Alcohol (Beer) at the May 3, 2015 Community Festival with ultimate permit approval conditioned upon the Rotary Club obtaining the proper \$1M liability insurance naming the Rossmoor Community Services District as additional insured; also subject to General Counsel’s modifications to p.10, Attachment 1d of the Special Agenda packet which called for the addition of a date and proper insurance provisions. Motion passed 4-0.

**E. ADJOURNMENT:**

Motion by Director Maynard, seconded by Director Casey to adjourn the regular meeting at 5:06 p.m. Motion passed 4-0.

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

DRAFT

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-2**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** REVENUE & EXPENDITURE REPORT - FEBRUARY, 2015

**RECOMMENDATION:**

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

**BACKGROUND:**

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

**ATTACHMENTS:**

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

REVENUE / EXPENDITURE SUMMARY REPORT  
 FUND 10 - GENERAL FUND  
 February 2015 @ 66.67%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
<b>Revenues</b>						
PROPERTY TAXES	753,614.00	767,129.00	446,975.64	3,592.43	320,153.36	58.3
STREET LIGHT ASSESSMENTS	258,000.00	265,000.00	156,799.14	1,252.30	108,200.86	59.2
USE OF MONEY AND PROPERTY	2,000.00	2,500.00	733.68	0.00	1,766.32	29.3
OTHER GOVERNMENT AGENCIES	57,800.00	60,800.00	2,686.54	0.00	58,113.46	4.4
FEES AND SERVICES	159,900.00	159,900.00	101,867.25	10,847.00	58,032.75	63.7
OTHER REVENUE	23,500.00	58,500.00	1,689.31	231.37	56,810.69	2.9
<b>Total Revenues</b>	<b>1,254,814.00</b>	<b>1,313,829.00</b>	<b>710,751.56</b>	<b>15,923.10</b>	<b>603,077.44</b>	<b>54.1</b>
<b>Expenditures</b>						
ADMINISTRATION	391,200.00	426,141.00	313,176.12	34,961.71	112,964.88	73.5
RECREATION	122,553.00	123,003.00	79,934.30	7,982.89	43,068.70	65.0
ROSSMOOR PARK	170,513.00	193,835.00	124,074.46	15,122.75	69,760.54	64.0
MONTECITO CENTER	70,012.00	74,010.00	51,254.47	6,142.04	22,755.53	69.3
RUSH PARK	207,430.00	204,524.00	128,063.63	12,894.52	76,460.37	62.6
STREET LIGHTING	110,580.00	105,580.00	63,014.27	9,046.88	42,565.73	59.7
ROSSMOOR WALL	2,100.00	2,100.00	2,000.00	0.00	100.00	95.2
STREET SWEEPING	55,580.00	55,080.00	32,366.10	4,750.06	22,713.90	58.8
PARKWAY TREES	104,775.00	108,775.00	81,133.67	2,827.81	27,641.33	74.6
MINI-PARKS, MEDIANS & TRIANGLE	15,714.00	15,714.00	8,391.59	978.68	7,322.41	53.4
<b>Total Expenditures</b>	<b>1,250,457.00</b>	<b>1,308,762.00</b>	<b>883,408.61</b>	<b>94,707.34</b>	<b>425,353.39</b>	<b>67.5</b>

**Audited Fund Balance  
 at June 30, 2014**

**\$ 802,718.00**

**REVENUE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 10 - GENERAL FUND</b>							
<b>Revenues</b>							
<b>Dept: 00</b>							
PROPERTY TAXES	753,614.00	767,129.00	446,975.64	3,592.43	0.00	320,153.36	58.3
ASSESSMENTS	258,000.00	265,000.00	156,799.14	1,252.30	0.00	108,200.86	59.2
USE OF MONEY AND PROPERTY	2,000.00	2,500.00	733.68	0.00	0.00	1,766.32	29.3
OTHER GOVERNMENT AGENCIES	57,800.00	60,800.00	2,686.54	0.00	0.00	58,113.46	4.4
FEEES AND SERVICES	159,900.00	159,900.00	101,867.25	10,847.00	0.00	58,032.75	63.7
OTHER REVENUE	23,500.00	58,500.00	1,689.31	231.37	0.00	56,810.69	2.9
<b>Dept: 00</b>	<b>1,254,814.00</b>	<b>1,313,829.00</b>	<b>710,751.56</b>	<b>15,923.10</b>	<b>0.00</b>	<b>603,077.44</b>	<b>54.1</b>
<b>Revenues</b>	<b>1,254,814.00</b>	<b>1,313,829.00</b>	<b>710,751.56</b>	<b>15,923.10</b>	<b>0.00</b>	<b>603,077.44</b>	<b>54.1</b>
<b>Grand Total Net Effect:</b>	<b>1,254,814.00</b>	<b>1,313,829.00</b>	<b>710,751.56</b>	<b>15,923.10</b>	<b>0.00</b>	<b>603,077.44</b>	

**EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS	214,800.00	233,950.00	166,227.47	24,432.70	0.00	67,722.53	71.1
OPERATIONS AND MAINTENANCE	73,900.00	68,991.00	52,889.72	4,369.63	0.00	16,101.28	76.7
CONTRACT SERVICES	96,500.00	113,200.00	85,409.16	6,159.38	0.00	27,790.84	75.4
CAPITAL EXPENDITURES	6,000.00	10,000.00	8,649.77	0.00	0.00	1,350.23	86.5
ADMINISTRATION	391,200.00	426,141.00	313,176.12	34,961.71	0.00	112,964.88	73.5
Dept: 20 RECREATION							
SALARIES AND BENEFITS	92,353.00	92,903.00	62,073.54	7,381.92	0.00	30,829.46	66.8
OPERATIONS AND MAINTENANCE	24,700.00	24,600.00	15,936.12	454.34	0.00	8,663.88	64.8
CONTRACT SERVICES	3,500.00	3,500.00	1,891.95	146.63	0.00	1,608.05	54.1
CAPITAL EXPENDITURES	2,000.00	2,000.00	32.69	0.00	0.00	1,967.31	1.6
RECREATION	122,553.00	123,003.00	79,934.30	7,982.89	0.00	43,068.70	65.0
Dept: 30 ROSSMOOR PARK							
SALARIES AND BENEFITS	57,013.00	67,610.00	46,190.77	5,943.93	0.00	21,419.23	68.3
OPERATIONS AND MAINTENANCE	75,550.00	88,525.00	53,820.33	6,360.56	0.00	34,704.67	60.8
CONTRACT SERVICES	37,700.00	37,450.00	23,940.79	2,818.26	0.00	13,509.21	63.9
CAPITAL EXPENDITURES	250.00	250.00	122.57	0.00	0.00	127.43	49.0
ROSSMOOR PARK	170,513.00	193,835.00	124,074.46	15,122.75	0.00	69,760.54	64.0
Dept: 40 MONTECITO CENTER							
SALARIES AND BENEFITS	43,762.00	49,425.00	35,093.09	4,171.75	0.00	14,331.91	71.0
OPERATIONS AND MAINTENANCE	18,400.00	16,785.00	11,100.59	1,512.03	0.00	5,684.41	66.1
CONTRACT SERVICES	7,800.00	7,750.00	5,060.79	458.26	0.00	2,689.21	65.3
CAPITAL EXPENDITURES	50.00	50.00	0.00	0.00	0.00	50.00	0.0
MONTECITO CENTER	70,012.00	74,010.00	51,254.47	6,142.04	0.00	22,755.53	69.3
Dept: 50 RUSH PARK							
SALARIES AND BENEFITS	62,659.00	69,175.00	50,108.26	6,049.98	0.00	19,066.74	72.4
OPERATIONS AND MAINTENANCE	106,821.00	97,649.00	53,892.02	4,026.28	0.00	43,756.98	55.2
CONTRACT SERVICES	37,700.00	37,450.00	23,940.79	2,818.26	0.00	13,509.21	63.9
CAPITAL EXPENDITURES	250.00	250.00	122.56	0.00	0.00	127.44	49.0
RUSH PARK	207,430.00	204,524.00	128,063.63	12,894.52	0.00	76,460.37	62.6

**EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Page: 11  
 3/31/2015  
 11:09 am

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CJRR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	580.00	580.00	355.37	50.39	0.00	224.63	61.3
CONTRACT SERVICES	110,000.00	105,000.00	62,658.90	8,996.49	0.00	42,341.10	59.7
STREET LIGHTING	110,580.00	105,580.00	63,014.27	9,046.88	0.00	42,565.73	59.7
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL	2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	580.00	580.00	355.37	50.39	0.00	224.63	61.3
CONTRACT SERVICES	55,000.00	54,500.00	32,010.73	4,699.67	0.00	22,489.27	58.7
STREET SWEEPING	55,580.00	55,080.00	32,366.10	4,750.06	0.00	22,713.90	58.8
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	17,400.00	17,400.00	12,820.37	1,519.80	0.00	4,579.63	73.7
OPERATIONS AND MAINTENANCE	1,775.00	1,775.00	877.97	108.14	0.00	897.03	49.5
CONTRACT SERVICES	73,600.00	70,600.00	60,537.43	1,199.87	0.00	10,062.57	85.7
CAPITAL EXPENDITURES	12,000.00	19,000.00	6,897.90	0.00	0.00	12,102.10	36.3
PARKWAY TREES	104,775.00	108,775.00	81,133.67	2,827.81	0.00	27,641.33	74.6
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	964.00	964.00	607.37	71.36	0.00	356.63	63.0
OPERATIONS AND MAINTENANCE	10,500.00	10,500.00	5,091.76	606.78	0.00	5,408.24	48.5
CONTRACT SERVICES	4,150.00	4,150.00	2,692.46	300.54	0.00	1,457.54	64.9
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,714.00	15,714.00	8,391.59	978.68	0.00	7,322.41	53.4
Expenditures	1,250,457.00	1,308,762.00	883,408.61	94,707.34	0.00	425,353.39	67.5
Grand Total Net Effect:	-1,250,457.00	-1,308,762.00	-883,408.61	-94,707.34	0.00	-425,353.39	

**REVENUE/EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 10 - GENERAL FUND</b>							
<b>Revenues</b>							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
3000 Current Secured Property Taxes	689,313.00	698,000.00	399,964.01	0.00	0.00	298,035.99	57.3
3001 Current unsecured prop tax	26,010.00	26,010.00	22,844.00	0.00	0.00	3,166.00	87.8
3002 Prior secured property taxes	10,200.00	10,200.00	5,930.16	313.49	0.00	4,269.84	58.1
3003 Prior unsecured prop taxes	449.00	4,577.00	0.00	0.00	0.00	4,577.00	0.0
3004 Delinquent property taxes	510.00	510.00	0.00	0.00	0.00	510.00	0.0
3010 Current supplemental assessmnt	15,300.00	16,000.00	12,379.01	3,278.94	0.00	3,620.99	77.4
3020 Public utility tax	11,832.00	11,832.00	5,858.46	0.00	0.00	5,973.54	49.5
<b>PROPERTY TAXES</b>	<b>753,614.00</b>	<b>767,129.00</b>	<b>446,975.64</b>	<b>3,592.43</b>	<b>0.00</b>	<b>320,153.36</b>	<b>58.3</b>
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	258,000.00	265,000.00	156,799.14	1,252.30	0.00	108,200.86	59.2
<b>ASSESSMENTS</b>	<b>258,000.00</b>	<b>265,000.00</b>	<b>156,799.14</b>	<b>1,252.30</b>	<b>0.00</b>	<b>108,200.86</b>	<b>59.2</b>
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	2,000.00	2,500.00	733.68	0.00	0.00	1,766.32	29.3
<b>USE OF MONEY AND PROPERTY</b>	<b>2,000.00</b>	<b>2,500.00</b>	<b>733.68</b>	<b>0.00</b>	<b>0.00</b>	<b>1,766.32</b>	<b>29.3</b>
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,800.00	5,800.00	2,686.54	0.00	0.00	3,113.46	46.3
3305 County street sweep reimburse	52,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
<b>OTHER GOVERNMENT AGENCIES</b>	<b>57,800.00</b>	<b>60,800.00</b>	<b>2,686.54</b>	<b>0.00</b>	<b>0.00</b>	<b>58,113.46</b>	<b>4.4</b>
Acct Class: 34 FEES AND SERVICES							
3404 Court reservations	14,040.00	14,040.00	10,157.25	655.00	0.00	3,882.75	72.3
3405 Wall Rental	520.00	520.00	340.00	60.00	0.00	180.00	65.4
3406 Ball field reservations	28,600.00	28,600.00	17,399.00	4,184.00	0.00	11,201.00	60.8
3410 Rossmoor building rental	4,680.00	4,680.00	2,285.00	0.00	0.00	2,395.00	48.8
3412 Montecito building rental	25,220.00	25,220.00	16,131.00	3,285.00	0.00	9,089.00	64.0
3414 Rush Park Building Rental	86,840.00	86,840.00	55,555.00	2,663.00	0.00	31,285.00	64.0
<b>FEES AND SERVICES</b>	<b>159,900.00</b>	<b>159,900.00</b>	<b>101,867.25</b>	<b>10,847.00</b>	<b>0.00</b>	<b>58,032.75</b>	<b>63.7</b>
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	3,500.00	3,500.00	1,689.31	231.37	0.00	1,810.69	48.3
3502 Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
3600 TRANSFER IN/OUT OTHER FUNDS	0.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
<b>OTHER REVENUE</b>	<b>23,500.00</b>	<b>58,500.00</b>	<b>1,689.31</b>	<b>231.37</b>	<b>0.00</b>	<b>56,810.69</b>	<b>2.9</b>
<b>Dept: 00</b>	<b>1,254,814.00</b>	<b>1,313,829.00</b>	<b>710,751.56</b>	<b>15,923.10</b>	<b>0.00</b>	<b>603,077.44</b>	<b>54.1</b>
<b>Revenues</b>	<b>1,254,814.00</b>	<b>1,313,829.00</b>	<b>710,751.56</b>	<b>15,923.10</b>	<b>0.00</b>	<b>603,077.44</b>	<b>54.1</b>
<b>Expenditures</b>							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensatn	14,000.00	11,000.00	6,150.00	600.00	0.00	4,850.00	55.9
4001 Salaries - Full-time	156,000.00	172,000.00	121,684.39	18,695.60	0.00	50,315.61	70.7
4003 Salaries - Overtime	3,300.00	3,600.00	2,371.89	307.41	0.00	1,228.11	65.9
4007 Vehicle Allowance	500.00	500.00	281.22	72.74	0.00	218.78	56.2
4010 Workers Compensation Insurance	3,600.00	2,600.00	1,207.01	182.75	0.00	1,392.99	46.4
4011 Medical Insurance	27,500.00	31,000.00	23,324.82	2,939.24	0.00	7,675.18	75.2
4015 Federal Payroll Tax -FICA	8,800.00	12,750.00	10,773.24	1,606.64	0.00	1,976.76	84.5
4018 State Payroll Taxes	1,100.00	500.00	434.90	28.32	0.00	65.10	87.0
<b>SALARIES AND BENEFITS</b>	<b>214,800.00</b>	<b>233,950.00</b>	<b>166,227.47</b>	<b>24,432.70</b>	<b>0.00</b>	<b>67,722.53</b>	<b>71.1</b>
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	12,500.00	13,187.00	13,186.91	0.00	0.00	0.09	100.0
5004 Memberships and Dues	6,400.00	6,400.00	6,051.48	300.00	0.00	348.52	94.6
5006 Travel & Meetings	1,500.00	1,500.00	1,345.15	0.00	0.00	154.85	89.7

**REVENUE/EXPENDITURE REPORT**  
 FEBRUARY 2015 @ 66.67%

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 10 - GENERAL FUND</b>							
<b>Expenditures</b>							
Dept: 10 ADMINISTRATION							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5007 Televised Meeting Costs	17,200.00	17,200.00	9,987.95	0.00	0.00	7,212.05	58.1
5010 Publications & Legal Notices	7,200.00	7,200.00	5,539.08	1,341.12	0.00	1,660.92	76.9
5012 Printing	400.00	700.00	360.03	0.00	0.00	339.97	51.4
5014 Postage	2,000.00	2,000.00	1,410.12	168.65	0.00	589.88	70.5
5016 Office Supplies	7,200.00	7,200.00	4,483.12	568.87	0.00	2,716.88	62.3
5020 Telephone	1,000.00	1,500.00	1,066.11	151.16	0.00	433.89	71.1
5045 Miscellaneous Expenditures	5,500.00	5,500.00	3,127.80	1,701.57	0.00	2,372.20	56.9
5046 Bank Service Charge	1,000.00	1,000.00	728.26	138.26	0.00	271.74	72.8
5050 Elections	12,000.00	5,604.00	5,603.71	0.00	0.00	0.29	100.0
<b>OPERATIONS AND MAINTENANCE</b>	<b>73,900.00</b>	<b>68,991.00</b>	<b>52,889.72</b>	<b>4,369.63</b>	<b>0.00</b>	<b>16,101.28</b>	<b>76.7</b>
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	38,000.00	54,500.00	46,212.44	3,960.00	0.00	8,287.56	84.8
5615 Financial Audit-Consulting	8,500.00	8,700.00	8,700.00	0.00	0.00	0.00	100.0
5670 Other Professional Services	50,000.00	50,000.00	30,496.72	2,199.38	0.00	19,503.28	61.0
<b>CONTRACT SERVICES</b>	<b>96,500.00</b>	<b>113,200.00</b>	<b>85,409.16</b>	<b>6,159.38</b>	<b>0.00</b>	<b>27,790.84</b>	<b>75.4</b>
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	6,000.00	10,000.00	8,649.77	0.00	0.00	1,350.23	86.5
<b>CAPITAL EXPENDITURES</b>	<b>6,000.00</b>	<b>10,000.00</b>	<b>8,649.77</b>	<b>0.00</b>	<b>0.00</b>	<b>1,350.23</b>	<b>86.5</b>
<b>ADMINISTRATION</b>	<b>391,200.00</b>	<b>426,141.00</b>	<b>313,176.12</b>	<b>34,961.71</b>	<b>0.00</b>	<b>112,964.88</b>	<b>73.5</b>
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	51,229.00	51,229.00	34,015.86	4,170.50	0.00	17,213.14	66.4
4002 Salaries - Part-time	22,104.00	22,104.00	15,014.28	1,696.15	0.00	7,089.72	67.9
4003 Salaries - Overtime	3,640.00	3,640.00	1,503.19	36.40	0.00	2,136.81	41.3
4005 Salaries - Event Attendant	200.00	400.00	352.50	0.00	0.00	47.50	88.1
4007 Vehicle Allowance	500.00	350.00	167.59	0.00	0.00	182.41	47.9
4010 Workers Compensation Insurance	1,080.00	1,080.00	808.47	73.88	0.00	271.53	74.9
4011 Medical Insurance	7,000.00	8,000.00	5,930.14	747.28	0.00	2,069.86	74.1
4015 Federal Payroll Tax -FICA	5,500.00	5,500.00	3,881.51	441.41	0.00	1,618.49	70.6
4018 State Payroll Taxes	1,100.00	600.00	400.00	216.30	0.00	200.00	66.7
<b>SALARIES AND BENEFITS</b>	<b>92,353.00</b>	<b>92,903.00</b>	<b>62,073.54</b>	<b>7,381.92</b>	<b>0.00</b>	<b>30,829.46</b>	<b>66.8</b>
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	250.00	400.00	220.00	0.00	0.00	180.00	55.0
5010 Publications & Legal Notices	200.00	200.00	153.59	153.59	0.00	46.41	76.8
5012 Printing	100.00	100.00	56.96	0.00	0.00	43.04	57.0
5014 Postage	150.00	150.00	78.91	12.75	0.00	71.09	52.6
5016 Office Supplies	1,000.00	1,000.00	822.86	61.84	0.00	177.14	82.3
5017 Community Events	14,000.00	14,000.00	7,337.69	75.00	0.00	6,662.31	52.4
5019 Fireworks	6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020 Telephone	1,800.00	1,800.00	1,066.11	151.16	0.00	733.89	59.2
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	500.00	250.00	0.00	0.00	0.00	250.00	0.0
<b>OPERATIONS AND MAINTENANCE</b>	<b>24,700.00</b>	<b>24,600.00</b>	<b>15,936.12</b>	<b>454.34</b>	<b>0.00</b>	<b>8,663.88</b>	<b>64.8</b>
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	3,500.00	3,500.00	1,891.95	146.63	0.00	1,608.05	54.1
<b>CONTRACT SERVICES</b>	<b>3,500.00</b>	<b>3,500.00</b>	<b>1,891.95</b>	<b>146.63</b>	<b>0.00</b>	<b>1,608.05</b>	<b>54.1</b>
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	2,000.00	2,000.00	32.69	0.00	0.00	1,967.31	1.6
<b>CAPITAL EXPENDITURES</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>32.69</b>	<b>0.00</b>	<b>0.00</b>	<b>1,967.31</b>	<b>1.6</b>



**REVENUE/EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Page: 4  
 3/31/2015  
 11:08 am

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 10 - GENERAL FUND</b>							
<b>Expenditures</b>							
<b>RECREATION</b>	<b>122,553.00</b>	<b>123,003.00</b>	<b>79,934.30</b>	<b>7,982.89</b>	<b>0.00</b>	<b>43,068.70</b>	<b>65.0</b>
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	31,252.00	37,500.00	25,883.96	3,632.41	0.00	11,616.04	69.0
4002 Salaries - Part-time	6,851.00	10,600.00	6,903.47	748.28	0.00	3,696.53	65.1
4003 Salaries - Overtime	1,900.00	2,200.00	1,311.14	75.82	0.00	888.86	59.6
4005 Salaries - Event Attendant	250.00	250.00	0.00	0.00	0.00	250.00	0.0
4010 Workers Compensation Insurance	3,800.00	2,800.00	1,999.84	182.75	0.00	800.16	71.4
4011 Medical Insurance	8,700.00	10,000.00	7,325.53	923.11	0.00	2,674.47	73.3
4015 Federal Payroll Tax -FICA	3,600.00	4,000.00	2,545.83	281.33	0.00	1,454.17	63.6
4018 State Payroll Taxes	660.00	260.00	221.00	100.23	0.00	39.00	85.0
<b>SALARIES AND BENEFITS</b>	<b>57,013.00</b>	<b>67,610.00</b>	<b>46,190.77</b>	<b>5,943.93</b>	<b>0.00</b>	<b>21,419.23</b>	<b>68.3</b>
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	300.00	153.59	153.59	0.00	146.41	51.2
5012 Printing	50.00	50.00	28.48	0.00	0.00	21.52	57.0
5014 Postage	50.00	50.00	27.06	4.32	0.00	22.94	54.1
5016 Office Supplies	900.00	900.00	411.42	30.92	0.00	488.58	45.7
5018 Janitorial Supplies	4,500.00	4,500.00	2,173.11	544.77	0.00	2,326.89	48.3
5020 Telephone	1,600.00	1,600.00	1,066.11	151.16	0.00	533.89	66.6
5022 Utilities	48,000.00	55,000.00	33,999.31	2,571.66	0.00	21,000.69	61.8
5025 SECURED PROP TAX	900.00	875.00	875.05	0.00	0.00	-0.05	100.0
5030 Vehicle Maintenance	1,000.00	1,000.00	426.65	25.67	0.00	573.35	42.7
5032 Building & Grounds-Maintenance	16,000.00	22,000.00	14,034.04	2,588.40	0.00	7,965.96	63.8
5034 Alarm Systems	750.00	750.00	507.51	290.07	0.00	242.49	67.7
5045 Miscellaneous Expenditures	500.00	500.00	118.00	0.00	0.00	382.00	23.6
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
<b>OPERATIONS AND MAINTENANCE</b>	<b>75,550.00</b>	<b>88,525.00</b>	<b>53,820.33</b>	<b>6,360.56</b>	<b>0.00</b>	<b>34,704.67</b>	<b>60.8</b>
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	33,000.00	33,000.00	21,240.00	2,655.00	0.00	11,760.00	64.4
5656 Tree Trimming	1,200.00	950.00	894.71	16.63	0.00	55.29	94.2
5670 Other Professional Services	3,500.00	3,500.00	1,806.08	146.63	0.00	1,693.92	51.6
<b>CONTRACT SERVICES</b>	<b>37,700.00</b>	<b>37,450.00</b>	<b>23,940.79</b>	<b>2,818.26</b>	<b>0.00</b>	<b>13,509.21</b>	<b>63.9</b>
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	250.00	250.00	122.57	0.00	0.00	127.43	49.0
<b>CAPITAL EXPENDITURES</b>	<b>250.00</b>	<b>250.00</b>	<b>122.57</b>	<b>0.00</b>	<b>0.00</b>	<b>127.43</b>	<b>49.0</b>
<b>ROSSMOOR PARK</b>	<b>170,513.00</b>	<b>193,835.00</b>	<b>124,074.46</b>	<b>15,122.75</b>	<b>0.00</b>	<b>69,760.54</b>	<b>64.0</b>
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	26,137.00	31,000.00	21,719.67	2,596.39	0.00	9,280.33	70.1
4002 Salaries - Part-time	3,425.00	4,000.00	2,908.88	388.78	0.00	1,091.12	72.7
4003 Salaries - Overtime	1,000.00	1,200.00	892.19	54.88	0.00	307.81	74.3
4010 Workers Compensation Insurance	3,000.00	2,250.00	1,608.40	146.98	0.00	641.60	71.5
4011 Medical Insurance	7,100.00	8,100.00	5,927.26	746.92	0.00	2,172.74	73.2
4015 Federal Payroll Tax -FICA	2,500.00	2,750.00	1,938.76	222.12	0.00	811.24	70.5
4018 State Payroll Taxes	600.00	125.00	97.93	15.68	0.00	27.07	78.3
<b>SALARIES AND BENEFITS</b>	<b>43,762.00</b>	<b>49,425.00</b>	<b>35,093.09</b>	<b>4,171.75</b>	<b>0.00</b>	<b>14,331.91</b>	<b>71.0</b>
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	200.00	200.00	153.59	153.59	0.00	46.41	76.8
5012 Printing	50.00	50.00	28.48	0.00	0.00	21.52	57.0
5014 Postage	50.00	50.00	27.06	4.32	0.00	22.94	54.1
5016 Office Supplies	900.00	900.00	411.42	30.92	0.00	488.58	45.7
5018 Janitorial Supplies	3,000.00	3,000.00	2,173.11	544.77	0.00	826.89	72.4
5020 Telephone	1,650.00	1,650.00	1,066.11	151.16	0.00	583.89	64.6

**REVENUE/EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 10 - GENERAL FUND</b>							
<b>Expenditures</b>							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5022 Utilities	4,000.00	4,000.00	2,533.28	137.64	0.00	1,466.72	63.3
5025 SECURED PROP TAX	750.00	735.00	734.86	0.00	0.00	0.14	100.0
5030 Vehicle Maintenance	1,000.00	1,000.00	426.65	25.67	0.00	573.35	42.7
5032 Building & Grounds-Maintenance	3,000.00	4,000.00	2,978.42	336.30	0.00	1,021.58	74.5
5034 Alarm Systems	500.00	400.00	349.12	127.66	0.00	50.88	87.3
5045 Miscellaneous Expenditures	50.00	50.00	10.27	0.00	0.00	39.73	20.5
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	3,000.00	500.00	208.22	0.00	0.00	291.78	41.6
<b>OPERATIONS AND MAINTENANCE</b>	<b>18,400.00</b>	<b>16,785.00</b>	<b>11,100.59</b>	<b>1,512.03</b>	<b>0.00</b>	<b>5,684.41</b>	<b>66.1</b>
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,300.00	3,300.00	2,360.00	295.00	0.00	940.00	71.5
5656 Tree Trimming	1,000.00	950.00	894.71	16.63	0.00	55.29	94.2
5670 Other Professional Services	3,500.00	3,500.00	1,806.08	146.63	0.00	1,693.92	51.6
<b>CONTRACT SERVICES</b>	<b>7,800.00</b>	<b>7,750.00</b>	<b>5,060.79</b>	<b>458.26</b>	<b>0.00</b>	<b>2,689.21</b>	<b>65.3</b>
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	50.00	50.00	0.00	0.00	0.00	50.00	0.0
<b>CAPITAL EXPENDITURES</b>	<b>50.00</b>	<b>50.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50.00</b>	<b>0.0</b>
<b>MONTECITO CENTER</b>	<b>70,012.00</b>	<b>74,010.00</b>	<b>51,254.47</b>	<b>6,142.04</b>	<b>0.00</b>	<b>22,755.53</b>	<b>69.3</b>
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	34,034.00	37,000.00	25,571.56	3,320.01	0.00	11,428.44	69.1
4002 Salaries - Part-time	8,200.00	9,000.00	7,170.48	748.28	0.00	1,829.52	79.7
4003 Salaries - Overtime	1,650.00	2,000.00	1,350.42	94.34	0.00	649.58	67.5
4005 Salaries - Event Attendant	2,000.00	4,000.00	3,532.50	360.00	0.00	467.50	88.3
4010 Workers Compensation Insurance	3,500.00	2,600.00	1,999.84	182.75	0.00	600.16	76.9
4011 Medical Insurance	8,700.00	10,000.00	7,325.53	923.11	0.00	2,674.47	73.3
4015 Federal Payroll Tax -FICA	3,800.00	4,200.00	2,839.18	310.16	0.00	1,360.82	67.6
4018 State Payroll Taxes	775.00	375.00	318.75	111.33	0.00	56.25	85.0
<b>SALARIES AND BENEFITS</b>	<b>62,659.00</b>	<b>69,175.00</b>	<b>50,108.26</b>	<b>6,049.98</b>	<b>0.00</b>	<b>19,066.74</b>	<b>72.4</b>
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5012 Printing	500.00	250.00	28.48	0.00	0.00	221.52	11.4
5014 Postage	100.00	100.00	27.06	4.32	0.00	72.94	27.1
5016 Office Supplies	900.00	900.00	411.42	30.92	0.00	488.58	45.7
5018 Janitorial Supplies	4,500.00	4,000.00	2,179.65	546.40	0.00	1,820.35	54.5
5020 Telephone	1,800.00	1,800.00	1,066.11	151.16	0.00	733.89	59.2
5022 Utilities	67,771.00	66,000.00	37,657.82	2,202.14	0.00	28,342.18	57.1
5025 SECURED PROP TAX	3,500.00	3,349.00	3,348.87	0.00	0.00	0.13	100.0
5030 Vehicle Maintenance	1,000.00	1,000.00	580.20	179.24	0.00	419.80	58.0
5032 Building & Grounds-Maintenance	23,500.00	18,000.00	8,220.31	898.45	0.00	9,779.69	45.7
5034 Alarm Systems	750.00	750.00	313.10	13.65	0.00	436.90	41.7
5045 Miscellaneous Expenditures	250.00	250.00	59.00	0.00	0.00	191.00	23.6
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	1,500.00	500.00	0.00	0.00	0.00	500.00	0.0
<b>OPERATIONS AND MAINTENANCE</b>	<b>106,821.00</b>	<b>97,649.00</b>	<b>53,892.02</b>	<b>4,026.28</b>	<b>0.00</b>	<b>43,756.98</b>	<b>55.2</b>
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	33,000.00	33,000.00	21,240.00	2,655.00	0.00	11,760.00	64.4
5656 Tree Trimming	1,200.00	950.00	894.71	16.63	0.00	55.29	94.2
5670 Other Professional Services	3,500.00	3,500.00	1,806.08	146.63	0.00	1,693.92	51.6
<b>CONTRACT SERVICES</b>	<b>37,700.00</b>	<b>37,450.00</b>	<b>23,940.79</b>	<b>2,818.26</b>	<b>0.00</b>	<b>13,509.21</b>	<b>63.9</b>
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	250.00	250.00	122.56	0.00	0.00	127.44	49.0

**REVENUE/EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
CAPITAL EXPENDITURES		250.00	250.00	122.56	0.00	0.00	127.44	49.0
RUSH PARK		207,430.00	204,524.00	128,063.63	12,894.52	0.00	76,460.37	62.6
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	580.00	580.00	355.37	50.39	0.00	224.63	61.3
OPERATIONS AND MAINTENANCE		580.00	580.00	355.37	50.39	0.00	224.63	61.3
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	110,000.00	105,000.00	62,658.90	8,996.49	0.00	42,341.10	59.7
CONTRACT SERVICES		110,000.00	105,000.00	62,658.90	8,996.49	0.00	42,341.10	59.7
STREET LIGHTING		110,580.00	105,580.00	63,014.27	9,046.88	0.00	42,565.73	59.7
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL		2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	580.00	580.00	355.37	50.39	0.00	224.63	61.3
OPERATIONS AND MAINTENANCE		580.00	580.00	355.37	50.39	0.00	224.63	61.3
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	55,000.00	54,500.00	32,010.73	4,699.67	0.00	22,489.27	58.7
CONTRACT SERVICES		55,000.00	54,500.00	32,010.73	4,699.67	0.00	22,489.27	58.7
STREET SWEEPING		55,580.00	55,080.00	32,366.10	4,750.06	0.00	22,713.90	58.8
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4002	Salaries - Part-time	15,800.00	15,800.00	11,462.23	1,317.50	0.00	4,337.77	72.5
4003	Salaries - Overtime	0.00	0.00	12.35	0.00	0.00	-12.35	0.0
4007	Vehicle Allowance	400.00	400.00	321.18	0.00	0.00	78.82	80.3
4015	Federal Payroll Tax -FICA	1,000.00	1,000.00	877.75	100.78	0.00	122.25	87.8
4018	State Payroll Taxes	200.00	200.00	146.86	101.52	0.00	53.14	73.4
SALARIES AND BENEFITS		17,400.00	17,400.00	12,820.37	1,519.80	0.00	4,579.63	73.7
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	25.00	25.00	0.19	0.00	0.00	24.81	0.8
5014	Postage	300.00	300.00	12.08	1.74	0.00	287.92	4.0
5016	Office Supplies	200.00	200.00	74.82	5.63	0.00	125.18	37.4
5020	Telephone	1,000.00	1,000.00	710.76	100.77	0.00	289.24	71.1
5030	Vehicle Maintenance	200.00	200.00	50.12	0.00	0.00	149.88	25.1
5051	Equipment Rental	50.00	50.00	30.00	0.00	0.00	20.00	60.0
OPERATIONS AND MAINTENANCE		1,775.00	1,775.00	877.97	108.14	0.00	897.03	49.5
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	67,000.00	64,000.00	56,902.27	1,053.27	0.00	7,097.73	88.9
5660	TREE REMOVAL	700.00	700.00	0.00	0.00	0.00	700.00	0.0
5664	Tree Watering Program	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5670	Other Professional Services	5,500.00	5,500.00	3,635.16	146.60	0.00	1,864.84	66.1
CONTRACT SERVICES		73,600.00	70,600.00	60,537.43	1,199.87	0.00	10,062.57	85.7

**REVENUE/EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 10 - GENERAL FUND</b>							
<b>Expenditures</b>							
Dept: 80 PARKWAY TREES							
Acct Class: 60 CAPITAL EXPENDITURES							
6015 Trees	12,000.00	19,000.00	6,897.90	0.00	0.00	12,102.10	36.3
<b>CAPITAL EXPENDITURES</b>							
	12,000.00	19,000.00	6,897.90	0.00	0.00	12,102.10	36.3
<b>PARKWAY TREES</b>							
	104,775.00	108,775.00	81,133.67	2,827.81	0.00	27,641.33	74.6
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	639.00	639.00	440.21	49.18	0.00	198.79	68.9
4003 Salaries - Overtime	60.00	60.00	28.28	1.84	0.00	31.72	47.1
4010 Workers Compensation Insurance	180.00	180.00	93.67	8.56	0.00	86.33	52.0
4015 Federal Payroll Tax -FICA	70.00	70.00	35.66	3.88	0.00	34.34	50.9
4018 State Payroll Taxes	15.00	15.00	9.55	7.90	0.00	5.45	63.7
<b>SALARIES AND BENEFITS</b>							
	964.00	964.00	607.37	71.36	0.00	356.63	63.0
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	500.00	500.00	355.40	50.39	0.00	144.60	71.1
5022 Utilities	8,500.00	8,500.00	4,143.21	556.39	0.00	4,356.79	48.7
5030 Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5032 Building & Grounds-Maintenance	1,000.00	1,000.00	593.15	0.00	0.00	406.85	59.3
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0
<b>OPERATIONS AND MAINTENANCE</b>							
	10,500.00	10,500.00	5,091.76	606.78	0.00	5,408.24	48.5
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	2,360.00	295.00	0.00	1,240.00	65.6
5656 Tree Trimming	500.00	500.00	298.20	5.54	0.00	201.80	59.6
5670 Other Professional Services	50.00	50.00	34.26	0.00	0.00	15.74	68.5
<b>CONTRACT SERVICES</b>							
	4,150.00	4,150.00	2,692.46	300.54	0.00	1,457.54	64.9
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
<b>CAPITAL EXPENDITURES</b>							
	100.00	100.00	0.00	0.00	0.00	100.00	0.0
<b>MINI-PARKS AND MEDIANS</b>							
	15,714.00	15,714.00	8,391.59	978.68	0.00	7,322.41	53.4
<b>Expenditures</b>							
	1,250,457.00	1,308,762.00	883,408.61	94,707.34	0.00	425,353.39	67.5
<b>Net Effect for GENERAL FUND</b>							
	4,357.00	5,067.00	-172,657.05	-78,784.24	0.00	177,724.05	-3,407.5
<b>Change in Fund Balance:</b>							
			-172,657.05				

**REVENUE/EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 66.67%**

Page 11  
 3/31/2015  
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Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH</b>							
<b>Revenues</b>							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	228,101.59	0.00	0.00	151,898.41	60.0
3101 Property assessments-prior yr	3,400.00	3,400.00	2,455.07	0.00	0.00	944.93	72.2
<b>ASSESSMENTS</b>	<b>383,400.00</b>	<b>383,400.00</b>	<b>230,556.66</b>	<b>0.00</b>	<b>0.00</b>	<b>152,843.34</b>	<b>60.1</b>
Dept: 00	383,400.00	383,400.00	230,556.66	0.00	0.00	152,843.34	60.1
<b>Revenues</b>	<b>383,400.00</b>	<b>383,400.00</b>	<b>230,556.66</b>	<b>0.00</b>	<b>0.00</b>	<b>152,843.34</b>	<b>60.1</b>
<b>Expenditures</b>							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
5619 Bond Trustee	2,875.00	3,048.00	3,047.50	0.00	0.00	0.50	100.0
<b>CONTRACT SERVICES</b>	<b>22,875.00</b>	<b>23,048.00</b>	<b>3,047.50</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.50</b>	<b>13.2</b>
Acct Class: 58 DEBT SERVICE							
5800 Principal	230,000.00	230,000.00	230,000.00	0.00	0.00	0.00	100.0
5801 Interest	121,210.00	121,210.00	121,210.00	0.00	0.00	0.00	100.0
<b>DEBT SERVICE</b>	<b>351,210.00</b>	<b>351,210.00</b>	<b>351,210.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.0</b>
<b>RUSH PARK</b>	<b>374,085.00</b>	<b>374,258.00</b>	<b>354,257.50</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.50</b>	<b>94.7</b>
Dept: 95 CONTINGENCY/RESERVES							
Acct Class: 59 RESERVES/CONTINGENCIES							
5730 Reserves - general	0.00	0.00	10,498.30	0.00	0.00	-10,498.30	0.0
<b>RESERVES/CONTINGENCIES</b>	<b>0.00</b>	<b>0.00</b>	<b>10,498.30</b>	<b>0.00</b>	<b>0.00</b>	<b>-10,498.30</b>	<b>0.0</b>
<b>CONTINGENCY/RESERVES</b>	<b>0.00</b>	<b>0.00</b>	<b>10,498.30</b>	<b>0.00</b>	<b>0.00</b>	<b>-10,498.30</b>	<b>0.0</b>
<b>Expenditures</b>	<b>374,085.00</b>	<b>374,258.00</b>	<b>364,755.80</b>	<b>0.00</b>	<b>0.00</b>	<b>9,502.20</b>	<b>97.5</b>
<b>Net Effect for ASSESSMENT DISTRICT FUND-RUSH</b>	<b>9,315.00</b>	<b>9,142.00</b>	<b>-134,199.14</b>	<b>0.00</b>	<b>0.00</b>	<b>143,341.14</b>	<b>-1,467.9</b>
Change in Fund Balance:			-134,199.14				

**REVENUE/EXPENDITURE REPORT**  
**FEBRUARY 2015 @ 68.67%**

Page: 12  
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Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL</b>							
<b>Revenues</b>							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
2999 FY Begin Fund Balance	105,202.00	105,202.00	105,202.00	0.00	0.00	0.00	100.0
PROPERTY TAXES	105,202.00	105,202.00	105,202.00	0.00	0.00	0.00	100.0
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	87,700.00	87,700.00	51,181.70	0.00	0.00	36,518.30	58.4
3101 Property assessments-prior yr	780.00	780.00	471.88	0.00	0.00	308.12	60.5
ASSESSMENTS	88,480.00	88,480.00	51,653.58	0.00	0.00	36,826.42	58.4
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00	194,682.00	194,682.00	156,855.58	0.00	0.00	37,826.42	80.6
Revenues	194,682.00	194,682.00	156,855.58	0.00	0.00	37,826.42	80.6
<b>Expenditures</b>							
Dept: 65 ROSSMOOR WALL							
Acct Class: 56 CONTRACT SERVICES							
5619 Bond Trustee	2,530.00	2,640.00	2,640.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES	2,530.00	2,640.00	2,640.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	100.0
5801 Interest	14,935.00	14,935.00	14,935.00	0.00	0.00	0.00	100.0
DEBT SERVICE	79,935.00	79,935.00	79,935.00	0.00	0.00	0.00	100.0
ROSSMOOR WALL	82,465.00	82,575.00	82,575.00	0.00	0.00	0.00	100.0
Expenditures	82,465.00	82,575.00	82,575.00	0.00	0.00	0.00	100.0
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL	112,217.00	112,107.00	74,280.58	0.00	0.00	37,826.42	66.3
Change in Fund Balance:			-30,921.42				



**REVENUE/EXPENDITURE REPORT**  
 FEBRUARY 2015 @ 66.67%

Rossmoor Community

For the Period: 7/1/2014 to 2/28/2015		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS</b>								
<b>Revenues</b>								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	97,685.00	97,685.00	0.00	0.00	0.00	97,685.00	0.0
PROPERTY TAXES		97,685.00	97,685.00	0.00	0.00	0.00	97,685.00	0.0
Acct Class: 35 OTHER REVENUE								
3600	TRANSFER IN/OUT OTHER FUNDS	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
OTHER REVENUE		100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 00								
Revenues		197,685.00	197,685.00	0.00	0.00	0.00	197,685.00	0.0
<b>Expenditures</b>								
Dept: 40 MONTECITO CENTER								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	10,957.00	10,956.69	0.00	0.00	0.31	100.0
CAPITAL EXPENDITURES		0.00	10,957.00	10,956.69	0.00	0.00	0.31	100.0
MONTECITO CENTER		0.00	10,957.00	10,956.69	0.00	0.00	0.31	100.0
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	67,000.00	128,768.00	33,688.61	0.00	0.00	95,079.39	26.2
CAPITAL EXPENDITURES		67,000.00	128,768.00	33,688.61	0.00	0.00	95,079.39	26.2
RUSH PARK		67,000.00	128,768.00	33,688.61	0.00	0.00	95,079.39	26.2
Dept: 65 ROSSMOOR WALL								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	20,000.00	19,300.00	13,251.29	3,225.04	0.00	6,048.71	68.7
CAPITAL EXPENDITURES		20,000.00	19,300.00	13,251.29	3,225.04	0.00	6,048.71	68.7
ROSSMOOR WALL		20,000.00	19,300.00	13,251.29	3,225.04	0.00	6,048.71	68.7
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	7,000.00	1,730.00	1,730.00	0.00	0.00	0.00	100.0
OPERATIONS AND MAINTENANCE		7,000.00	1,730.00	1,730.00	0.00	0.00	0.00	100.0
CAPITAL PROJECTS		7,000.00	1,730.00	1,730.00	0.00	0.00	0.00	100.0
Expenditures		94,000.00	160,755.00	59,626.59	3,225.04	0.00	101,128.41	37.1
<b>Net Effect for CAPITAL PROJECTS CONTRIBUTIONS</b>		<b>103,685.00</b>	<b>36,930.00</b>	<b>-59,626.59</b>	<b>-3,225.04</b>	<b>0.00</b>	<b>96,556.59</b>	<b>-161.5</b>
Change in Fund Balance:				-59,626.59				
<b>Grand Total Net Effect:</b>		<b>229,574.00</b>	<b>163,246.00</b>	<b>-292,202.20</b>	<b>-82,009.28</b>	<b>0.00</b>	<b>455,448.20</b>	

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-1**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** SECOND READING OF ORDINANCE AND REVISION OF  
POLICY RE: ILLEGAL TREE REMOVAL/TREE TRIMMING

**RECOMMENDATION:**

Give second reading to proposed amendments to Policy No. 3080 Parkway and Rossmoor Median Tree Maintenance and proposed Ordinance No. 2015-02 relating to the enforcement of District policy for illegal tree removal/tree trimming.

**BACKGROUND:**

As requested by the Tree Committee, staff and General Counsel have formulated a draft ordinance and revised policy relating to the illegal trimming of parkway and median trees. It is requested that the Board give second reading to the revised policy and proposed ordinance.

Attached is the proposed ordinance and revised policy. Each of these have been prepared by General Counsel and are deemed to be appropriate for enforcement of District policies relating to the prohibition of illegal tree trimming of parkway and median trees. As previously stated monetary penalties will require a separate ordinance.

The adoption of ordinances and policies require two readings, publication of the proposed ordinances in a newspaper of general circulation and 30 days thereafter for the ordinance to take effect after second reading.

**ATTACHMENTS:**

1. Ordinance 2015-02 Codifying Policy No. 3080.
2. Policy No. 3080 Parkway and Rossmoor Median Tree Maintenance.
  - a. Current
  - b. Redline



**DRAFT  
ORDINANCE NO. 2015-02**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
ROSSMOOR COMMUNITY SERVICES DISTRICT, COUNTY OF  
ORANGE, STATE OF CALIFORNIA, ADOPTING AND  
REVISING POLICY NO. 3080, PARKWAY AND ROSSMOOR  
WAY MEDIAN TREE MAINTENANCE, AS THE RULES AND  
REGULATIONS THAT GOVERN THE MAINTENANCE OF  
PARKWAY AND ROSSMOOR WAY MEDIAN TREE  
MAINTENANCE**

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

**WHEREAS**, the District is empowered by California Government Code Section 61060(b) to adopt, by ordinance, and enforce rules and regulations for the administration, operation and use of facilities and services listed in California Government Code Section 61100; and

**WHEREAS**, California Government Code Section 61100(e) authorizes the District to acquire, construct, improve, maintain and operate recreation facilities such as parks;

**WHEREAS**, California Government Code Section 61064(a) provides that any violation of any rule, regulation or ordinance adopted by the District is punishable as a misdemeanor pursuant to California Penal Code Section 19; and

**WHEREAS**, the District desires to adopt and amend Policy 3080, to regulate the maintenance of parkway and median trees.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT ORDAINS AS FOLLOWS:**

**SECTION 1.** Adoption of Policy No. 3080, the Rules and Regulations for Use of District Property.

The Board of Directors hereby adopts, and incorporates by reference, the attached policy, Policy No. 3080 Parkway and Rossmoor Way Median Tree Maintenance, as the rules and regulations that govern the maintenance of parkway and Rossmoor Way median trees.

**SECTION 2.** Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

**SECTION 3. Compliance with California Environmental Quality Act**

The Board finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, the Board finds that this Ordinance is categorically exempt from the provisions of CEQA under Section 15301(c) and (f) of the Guidelines.

**SECTION 4. Effective Date.**

This Ordinance shall become effective thirty (30) days from its adoption.

**SECTION 5. Publication.**

The District Secretary shall certify to the adoption of this Ordinance and cause it and the incorporated exhibits, including the vote for and against the same, to be published once within fifteen (15) days of adoption in a newspaper of general circulation printed and published within the Rossmoor Community Services District in accordance with California Government Code Section 25124(a).

Adopted by the Rossmoor Community Services District Board of Directors this 14 day of April, 2015.

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President Bill Kahlert  
Rossmoor Community Services District Board of Directors

Attested:

I hereby certify that the foregoing Ordinance is a true copy adopted by the Rossmoor Community Services District Board of Directors regular meeting held on April 14, 2015 and signed by Board Secretary, \_\_\_\_\_, on April 14, 2015.

CURRENT  
Rossmoor Community Services District

**Policy**

**No. 3080**

**PARKWAY AND ROSSMOOR WAY MEDIAN TREE  
MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3080.41** Valid reasons for removing trees:

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

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

**3080.42** Non-valid reasons for removing trees:

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

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

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

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

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

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

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

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

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

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

**3080.80** Enforcement of Policy:

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

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

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

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

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

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

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

**3080.85** Nuisance Enforcement by Civil Action::Attorney's Fees

(1) In addition to other penalties authorized by law, any condition caused or permitted to exist in violation of the Policy shall be deemed a public nuisance and may be abated as such. Each and every day such condition continues shall be regarded as a new and separate offense.

(2) In addition to other penalties and enforcement mechanisms authorized by law, this Policy may be enforced by injunction issued by the superior court upon the suit of the District.

(3) In any action, administrative proceeding or special proceeding commenced by the District to abate a public nuisance, to enjoin a violation of any provision of this Policy, to enforce the provisions of this Policy, or to collect a civil debt owing to the District pursuant to this Policy, the prevailing party shall be entitled to recover its reasonable attorney's fees. The recovery of attorney's fees by the prevailing party is limited to those individual actions or proceedings in the District elect, at the initiation of that individual action or proceeding, to seek recovery of its own attorney's fees. Failure to make such an election precludes any entitlement to, or award of, attorney's fees in favor of any person or the District. In no action, administrative proceeding, or special proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the District in the action or proceeding.

**3080.90** Tree/Parkway Committee: The Tree/Parkway Committee is comprised of two Board Members and the General Manager. The President of the Board appoints the members to the Committee. The General Manager shall also provide a quarterly report to the Board giving a summary of all parkway and median tree plantings, trimmings, inspections and removals.

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

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

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

- Root pruning—The cutting of roots to facilitate the replacement of curbs, gutters or sidewalks.

Adopted: September 10, 2002  
Approved renumbering & format: October 10, 2002  
Reaffirmed: December 10, 2002  
Amended: December 9, 2003  
Amended: April 13, 2004  
Amended: October 12, 2004  
Amended: July 12, 2005  
Amended: December 13, 2005  
Amended: April 13, 2010  
Amended: June 14, 2011  
Amended: November 12, 2013  
Readopted by Ordinance 2014-01: January 14, 2014



Rossmoor Community Services District

Policy

No. 3080

**PARKWAY AND ROSSMOOR WAY MEDIAN TREE  
MAINTENANCE**

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

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

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

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

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

**3080.14** No person shall remove, prune, trim, cut or otherwise damage a tree that is located in the parkway or median, or cause, permit, direct, or allow the removal, pruning, trimming, cutting, or damaging of a parkway or median tree, unless authorized to do so pursuant to this Policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3080.41** Valid reasons for removing trees:

- A dead, rotting or seriously diseased tree that presents a danger of structural failure.
- Trees that present a hazard, such as a tree with weak roots, a tree with a split trunk or a tree with falling limbs that cannot be corrected with trimming.

- A diseased or insect infested tree that is a serious threat to nearby trees if removal is the best pest or disease control option.
- An unauthorized tree of the wrong species for its location
- Hardscape (sidewalks, curbs, driveways etc.) damage that requires repairs and if such repairs cannot be made without causing severe root damage that renders the tree structurally unsound.
- If in order to repair or replace a lateral sewer line, it is necessary to remove significant tree roots that would undermine the structural integrity of a tree. This need must be demonstrated to the District by the homeowner through video evidence of the location and extent of damage to the sewer lateral. During excavation, the sewer line must be exposed and be available to the District for a visual inspection to determine the need for the tree removal.
- Home remodeling that requires removal of a tree. If this is driveway relocation, the homeowner must have a building permit and plot plan showing the tree to be removed is less than eight (8) feet from the proposed new driveway. The Homeowner must pay the District for the tree removal and the planting of a new 24-inch box tree selected by the District before the District will sign off on the building permit.
- Any reason deemed by the General Manager to be in the best interests of the District and/or homeowner/resident.

**3080.42** Non-valid reasons for removing trees:

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

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

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

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

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

**3080.61** Parkway may not be cemented, bricked or covered with vegetation which prevents the planting of a parkway tree. Any such paving-over, cementing-over or other covering of a parkway shall be subject to the applicable permitting or other approval requirements of the County of Orange. For example, and not by way of limitation, any

such paving-over, cementing-over or other covering of a parkway shall be subject to the applicable urban storm water runoff permit regulations as set forth in the applicable National Pollution Discharge Elimination System (NPDES) permit program as established and administered by the County of Orange or other applicable state or regulatory body.

**3080.62** Parkway may be covered with grass or other plants, so long as such grass or plants are not more than two (2) feet high or closer than 1½ feet from the base of the tree. Any work on the parkway that could involve the pruning of tree roots must first be approved by the District.

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

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

**3080.80** Enforcement of Policy:

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

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

**3080.83** The District ~~shall~~ may notify the ~~homeowner/resident~~ responsible person of any violation of this policy. If the ~~homeowner/resident~~ responsible person refuses to correct the violation after such notification, the District shall pursue other appropriate legal remedies for the collection of damages in order to compensate the District for all costs and expenses caused by the alleged violation of this policy. Nothing in this policy shall require the District to notify the responsible person prior to initiating a criminal action. ~~The District staff shall establish internal procedures, with the assistance of General Counsel, for performing such reporting and enforcement functions.~~

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**3080.84** ~~The internal procedures which may be established by District staff may be deemed to include, and/or be supplemented by, the following District~~ The District may enforce this Policy by criminal and/or civil action. Where the District elects to proceed by other than criminal action, the following enforcement ~~Enforcement p~~ Procedures shall apply:

- ~~(1)~~ (1) Send the Resident Person a Notice/Demand Letter. Along with the option of prosecuting residents for misdemeanors, the District General Manager or his or her designee shall ~~may~~ notify residents any person that their his or her actions are in violation of this policy e District's regulations and may provide them that person with the opportunity to correct the violation and/or pay the expenses and damages the District incurred in correcting the violation. A demand for such payment could may shall be in the form of a notice/demand letter which sets forth the violation and the amount due and

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owing. In regard to correcting the violation, the District may take the initiative to correct the violation, such as replanting a parkway tree and also take the initiative in pursuing recovery of costs and expenses. The notice/letter may also state that the resident must refrain in the future from taking such action that caused the violation to occur. ~~If the District elects to proceed in this manner, the~~The General Manager shall send a letter via first class mail to the address at which the violation occurred and/or to the last known address of the person causing the violation.

(2) Appeal to the Board. Any person who disputes the decision of the General Manager sent pursuant to subsection (1), above, may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the Board Agenda for the next scheduled Regular Board meeting and payment of the appeal fee as set forth in the Fee Schedule. Any such appeal must be in writing and must be delivered to the General Manager along with the applicable fee within ten (10) calendar days of the contested action and must state the specific action or inaction that is being challenged. The matter shall be placed on a subsequent Board Agenda if there is insufficient time to place the matter on the agenda for the next regularly scheduled meeting of the Board. The Board shall hold a hearing, admit evidence, and shall render a decision on the matter. The decision of the Board shall be final.

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

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### **3080.85 Nuisance Enforcement by Civil Action & Attorney's Fees.**

(1) In addition to any other penalties authorized by law, any condition caused or permitted to exist in violation of ~~this~~ Policy shall be deemed a public nuisance and may be abated as such. Each and every day such condition continues shall be regarded as a new and separate offense.

(2) In addition to other penalties and enforcement mechanisms authorized by law, this Policy may be enforced by injunction issued by the superior court upon the suit of the District.

(3) In any action, administrative proceeding or special proceeding commenced by the District to abate a public nuisance, to enjoin a violation of any provision of this Policy, to enforce the provisions of this Policy, or to collect a civil debt owing to the District pursuant to this Policy, the prevailing party shall be entitled to recover its reasonable attorney's fees. The recovery of attorney's fees by the prevailing party is limited to those individual actions or proceeding in the District elect, at the initiation of that individual action or proceeding, to seek recovery of its own attorney's fees. Failure to make such an election precludes any entitlement to, or award of, attorney's fees in favor of any person or the District. In no action, administrative proceeding, or special proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the District in the action or proceeding.

**3080.90 Tree/Parkway Committee:** The Tree/Parkway Committee is comprised of two Board Members and the General Manager. The President of the Board appoints the members to the Committee. The General Manager shall also provide a quarterly report to the Board giving a summary of all parkway and median tree plantings, trimmings, inspections and removals.

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

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

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

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**3080.120 Challenging The Administrative and Quasi-Judicial Actions Of The District - Time In Which Actions Must Be Brought**

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Any action challenging a final administrative order or decision by the District made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and discretion regarding a final and non-appealable determination of facts is vested in the District, or in any or its boards, commissions, officers or employees, must be filed within the time limits set forth in California Code of Civil Procedure Section 1094.6.

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Adopted: September 10, 2002  
Approved renumbering & format: October 10, 2002  
Reaffirmed: December 10, 2002  
Amended: December 9, 2003  
Amended: April 13, 2004  
Amended: October 12, 2004  
Amended: July 12, 2005  
Amended: December 13, 2005  
Amended: April 13, 2010  
Amended: June 14, 2011  
Amended: November 12, 2013  
Readopted by Ordinance 2014-01: January 14, 2014  
Amended:

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-1**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** REVISION OF FEE SCHEDULE FOR COMMUNITY EVENTS WHICH INCLUDE THE DISPENSING AND CONSUMPTION OF ALCOHOL (BEER AND WINE)

**RECOMMENDATION:**

Approve the proposed fees charges for community events which include the dispensing and consumption of beer and/or wine and discuss procedures for the issuance of a User Permit based on Alcohol Beverage Control (ABC) requirements.

**BACKGROUND:**

At your February meeting, the Board gave final approval to an ordinance and policy revision for the dispensing and consumption of beer and wine at community events. As a result, it is necessary to amend the District's Fee Schedule to include an additional alcohol event fee of \$150.00 for community events with alcohol. This additional fee is intended to cover the expenses of the District in the processing and regulating the conditions for each event in accordance with ABC regulations and District policy for the Use of District Property.

Further, the Board has requested that the District develop procedures for the regulating of special events with alcohol. Currently, staff has not been able to obtain definitive ABC requirements for various types of events. The Board will be informed when this information is secured and procedures are developed.

**ATTACHMENTS:**

1. Current FY 2014-2015 Fee Schedule.
2. Proposed FY 2014-2015 Fee Schedule.





# RCSD FEE SCHEDULE 2014/2015

**RUSH PARK 3001 Blume Dr., Rossmoor, CA 90720**

MISC. RENTAL FEES (per use)	
Podium	\$50
Portable Screen	\$15
Risers	\$30

FACILITIES	RES	NON RES	CAP
Auditorium	\$57 hr.	\$78.00 hr.	300-600
300+ Guests ★	\$77 hr.	\$98.00 hr.	300-600
East Rm	\$15 hr.	\$20.50 hr.	30
Kitchen	\$42.50 hr.	\$60 hr.	N/A

PICNIC SITES	RESIDENTS ONLY
Canopy A	\$30+
Site B	\$21+ 

**Flat Rate + Permit Fee**

MINI-PARKS	RESIDENTS ONLY
Kempton Rd.	\$21+ 

**Flat Rate + Permit Fee**



**BOUNCE HOUSE FEE: \$15**

FIELDS	RES	NON RES	Softball
Fields 1, 2, 3,4	\$12.00 hr.	\$18.50 hr.	Soccer

★ **HOURLY FEES: EVENT ATTENDANT (4 hr. min.) \$20**

An Event Attendant may be mandatorily assigned to oversee your event as determined by the RCSD

**WALL BANNER PERMIT FEE: \$20**



**ROSSMOOR PARK 3232 Hedwig Rd., Rossmoor, CA 90720**



FACILITIES	RES	NON RES	CAP
Community Rm ★	\$30 hr.	\$41 hr.	40-50
Kitchen	\$16.50 hr.	\$24 hr.	N/A

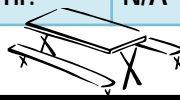
**PICNIC AREAS RESIDENTS ONLY**

Sites A,B,C Flat Rate: \$21+ 

**MINI-PARKS RESIDENTS ONLY**

Foster Road Flat Rate: \$21+

**Flat Rate + Permit Fee**



\$60 Picnic Deposit  
(Over 100 people)



**BOUNCE HOUSE  
FEE: \$15**

FIELDS	RES	NON RES
Ball Fields	\$12.00hr.	\$18.50hr.
Basketball Cts.	\$12.00hr.	\$18.50hr.
Volleyball Cts.	\$12.00hr.	\$18.50hr.
<b>TENNIS COURTS 1/2/3/4</b>		
Day Rate	\$6 hr.	\$8 hr.
M-F: 5-9 pm & Weekends	\$8 hr.	\$10 hr.
	<b>PER HR.</b>	



**MONTECITO CENTER 12341 Montecito Rd., Rossmoor, CA 90720**



FACILITIES ★	RES	NON RES	CAP
Commy. Rms	\$26 hr.	\$35 hr.	75

## REFUNDABLE DEPOSITS

★ Event Deposit	\$60
★ Picnic Deposit	\$60
Cleaning/Damage Deposit	\$175
Key/Gate Deposit	\$25
300+ Guest Deposit	\$350

★ As determined by GM for special equipment/activity/staff callout in lieu of an Event Attendant.

- Applications are processed on a first come/first served basis.
  - Setup/Takedown, within reservation timeframe, is renter's responsibility.
  - Children under 18 yrs. require adult chaperones in ratio of 1 to 10.
  - User Permits/Indemnification are mandatory for all rentals & Permits for a gathering of 50 or more people.
  - A million dollar insurance policy naming RCSD as additional insured is required for gatherings of over 150 people.
- THIS LIST IS NOT ALL INCLUSIVE

FEES	FEES (Other)
User Permit Fee	\$20 False Alarm Fee \$74
UP Change Fee (2 <sup>nd</sup> )	\$20 Check NSF \$25
Special Event Filing Fee (*Due at time of application submission)	\$50 As per Policy 6012.73
Appeal Fee	\$50 As per Policy 6015.15



# RCSD FEE SCHEDULE 2015/2016

MISC. RENTAL FEES (per use)	
Podium	\$50
Portable Screen	\$15
Risers	\$30

**RUSH PARK** 3001 Blume Dr., Rossmoor, CA 90720

FACILITIES	RES	NON RES	CAP
Auditorium	\$57 hr.	\$78.00 hr.	300-600
300+ Guests	\$77 hr.	\$98.00 hr.	300-600
East Rm	\$15 hr.	\$20.50 hr.	30
Kitchen	\$42.50 hr.	\$60 hr.	N/A

FIELDS	RES	NON RES	Softball
Fields 1, 2, 3,4	\$12.00 hr.	\$18.50 hr.	Soccer

**HOURLY FEES:** EVENT ATTENDANT (4 hr. min.) \$20

An Event Attendant may be mandatorily assigned to oversee your event as determined by the RCSD

PICNIC SITES	RESIDENTS ONLY
Canopy A	\$30+
Site B	\$21+
<b>Flat Rate + Permit Fee</b>	

MINI-PARKS	RESIDENTS ONLY
Kempton Rd.	\$21+
<b>Flat Rate + Permit Fee</b>	

**BOUNCE HOUSE FEE: \$15**

**WALL BANNER PERMIT FEE: \$20**

**ROSSMOOR PARK** 3232 Hedwig Rd., Rossmoor, CA 90720

FACILITIES	RES	NON RES	CAP
Community Rm	\$30 hr.	\$41 hr.	40-50
Kitchen	\$16.50 hr.	\$24 hr.	N/A

**PICNIC AREAS** **RESIDENTS ONLY**

Sites A,B,C Flat Rate: \$21 +

**MINI-PARKS** **RESIDENTS ONLY**

Foster Road Flat Rate: \$21 +

**Flat Rate + Permit Fee**

**BOUNCE HOUSE FEE: \$15**

**\$60 Picnic Deposit (Over 100 people)**

FIELDS	RES	NON RES
Ball Fields	\$12.00hr.	\$18.50hr.
Basketball Cts.	\$12.00hr.	\$18.50 hr.
Volleyball Cts.	\$12.00hr.	\$18.50 hr.
<b>TENNIS COURTS 1/2/3/4</b>		
Day Rate	\$6 hr.	\$8 hr.
M-F: 5-9 pm	\$8 hr.	\$10 hr.
& Weekends	<b>PER HR.</b>	

Denotes Residents Only

**MONTECITO CENTER** 12341 Montecito Rd., Rossmoor, CA 90720

FACILITIES	RES	NON RES	CAP
Commy. Rms	\$26 hr.	\$35 hr.	75

## REFUNDABLE DEPOSITS

Event Deposit (over 100 people)	\$60
Picnic Deposit	\$60
Cleaning/Damage Deposit	\$175
Key/Gate Deposit	\$25
300+ Guest Deposit	\$350
Alcohol Cleaning/Damage Deposit	\$350

As determined by GM for special equipment/activity/staff callout in lieu of an Event Attendant.

- Applications are processed on a first come/first served basis.
  - Setup/Takedown, within reservation timeframe, is renter's responsibility.
  - Children under 18 yrs. require adult chaperones in ratio of 1 to 10.
  - User Permits/Indemnification are mandatory for all rentals & Permits for a gathering of 50 or more people.
  - A million dollar insurance policy naming RCSD as additional insured is required for gatherings of over 150 people.
- THIS LIST IS NOT ALL INCLUSIVE

FEES		FEES (Other)	
User Permit Fee	\$20	False Alarm Fee	\$74
UP Change Fee (2 <sup>nd</sup> )	\$20	Check NSF	\$25
Special Event /Alcohol Filing Fee (*Due at time of application submission)	\$50	As per Policy 6012.73	
Appeal Fee	\$50	As per Policy 6015.15	
Alcohol Event Fee	\$150	(Contingent Upon ABC Approval)	

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-2**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** FIRST READING OF AMENDMENTS TO POLICY NO. 5020  
BOARD MEETING AGENDA

**RECOMMENDATION:**

Give first reading to Policy No. 5020 Board Meeting Agenda re: Restructuring of certain placement of Agenda Items.

**BACKGROUND:**

The Board has raised the matter of duplication of Agenda Items on a Board Agenda where a Report to the Board from a Committee has recommendations for Board approval, but which also involves an action to direct action by the General Manager or requires adoption of a resolution and/or an ordinance. General Counsel is recommending that in those cases, that the entire matter be agendized in either the Regular Calendar (H) or the Resolutions/Ordinances (G).

Attached is a redline copy of Policy No. 5020 which incorporates that recommendation. Board Committee and General Manager Items which are informational and do not require formal Board action would continue to appear in the Reports to the Board (D) section of the Agenda.

**ATTACHMENTS:**

1. Redline of Policy No. 5020 Board Meeting Agenda.

# Rossmoor Community Services District

**Policy**

**No. 5020**

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## **BOARD MEETING AGENDA**

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**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 proper subject for consideration by 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/Ordinances under G or Regular Calendar under H)

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
- G. RESOLUTIONS/ORDINANCES
- H. REGULAR CALENDAR
- I. GENERAL MANAGER ITEMS
- J. BOARD MEMBER ITEMS
- K. CLOSED SESSION
- L. ADJOURNMENT

**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:**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-3**

**Date:** April 14, 2015  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** PROFESSIONAL SERVICES CONTRACT-HTGROUP.

**RECOMMENDATION:**

Discussion and possible action on the Professional Services Contract-HTGroup re: Special Projects Consulting.

**BACKGROUND:**

For six years, HTGroup served as the District's General Manager and for the last two years as its Special Projects Consultant. HTGroup's current agreement has a one-year term which expired on April 1, 2015.

Specifically, it is recommended that the Contract be renewed and that HTGroup continue to report to the General Manager. This provides for a more traditional reporting relationship and also takes into consideration, the involvement of the entire Board from a policy perspective. Therefore, this contract once more designates the General Manager as responsible for delineating the scope of services to be performed by Consultant. All terms and conditions of the previous Contract remain the same.

The proposed agreement has been discussed with HTGroup and is recommended by the General Manager. The Contract has also been approved as to form by the District's General Counsel and, if approved, would take effect on April 15, 2014.

**ATTACHMENTS:**

1. Current (2014) Professional Services Contract-HTGroup.
2. Proposed (2015) Professional Services Contract-HTGroup.

**AMENDED AND RESTATED  
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE ROSSMOOR  
COMMUNITY SERVICES DISTRICT AND  
THE HTGROUP, LLC**

This AGREEMENT is entered into this 8th day of April, 2014, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California special district ("DISTRICT") and The HTGroup, LLC, a California Limited Liability Company ("CONSULTANT").

**RECITALS**

- A. The District does not have the personnel able and/or available to perform the services required under this Agreement.
- B. Therefore, the District desires to contract out for the professional services described herein.
- C. The Consultant warrants to the District that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The District desires to contract with the Consultant to perform the services contemplated herein.

**NOW, THEREFORE**, based on the foregoing recitals, the District and the Consultant agree as follows:

**1. CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to provide special projects under the supervision of the District General Manager and consistent with the goals established by the District Board;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT at an hourly rate of \$85.00 per hour. Total compensation during the term of this Agreement shall not exceed \$61,200.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the District Manager or his designee.

- E. CONSULTANT shall provide an oral or written report to the District Manager by not later than the 10th day of each month describing the services performed during the previous month and shall consult with the District Manager to formulate a work plan outlining the tasks and goals for the current month. The DISTRICT shall pay the Consultant the monthly compensation by the 15<sup>th</sup> of each month.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform special projects under the supervision of the DISTRICT'S General Manager and consistent with goals established by the District Board.
- B. Except as herein otherwise expressly specified to be furnished by DISTRICT, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.
- C. CONSULTANT shall maintain records of time spent performing assigned tasks.

3. PAYMENTS. For DISTRICT to pay CONSULTANT as specified by this Agreement, CONSULTANT must provide an oral or written report and work plan as set forth in Paragraph 1E.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon execution of this Agreement and shall continue until April 1 2015 unless extended in writing by the DISTRICT.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key persons assigned to perform work under this Agreement is Henry Taboada . CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the DISTRICT's General Manager.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on April 1 2015, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.



8. CHANGES. DISTRICT may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and DISTRICT. The cost or credit to DISTRICT resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide DISTRICT with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at DISTRICT's option, become DISTRICT's property, and CONSULTANT will receive a final pro-rated payment based on the monthly retainer amount.
- D. Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

CONSULTANT shall indemnify, defend with counsel approved by DISTRICT, and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT (meaning that CONSULTANT shall indemnify and defend DISTRICT notwithstanding any alleged or actual passive negligence of DISTRICT which may have contributed to the claims, damages, costs or liability). Should DISTRICT in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the DISTRICT its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered

against the DISTRICT (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without DISTRICT's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. DISTRICT'S General Manager and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONSULTANT is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this Agreement that may appear to give DISTRICT the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the DISTRICT as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that DISTRICT, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide DISTRICT, or designee, with any relevant information requested and will permit DISTRICT, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. Upon inspection, CONSULTANT will promptly implement any corrective measures required by DISTRICT regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.
- C. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. **General Liability Coverage.** The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
2. **Automobile Liability Coverage.** The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

B. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The Rossmoor Community Services District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of The HTGroup, LLC, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been

received by the DISTRICT.

- C. CONSULTANT agrees to provide immediate notice to DISTRICT of any claim or loss against Contractor arising out of the work performed under this agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- D. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the DISTRICT may terminate this Agreement pursuant to Section 11 above.

**17. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain DISTRICT's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

**18. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the DISTRICT from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the DISTRICT'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the DISTRICT shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the DISTRICT for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**19. CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the DISTRICT's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the DISTRICT, and the cost thereof shall be charged to the CONSULTANT.

**20. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by DISTRICT for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that DISTRICT does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year

in which DISTRICT appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

21. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

DISTRICT	CONSULTANT
Rossmoor Community Services District 3001 Blume Drive Rossmoor, CA 90720  ATTN: District General Manager	Henry Taboada The HTGroup 239 Campo Drive Long Beach, CA 90803

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

22. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, DISTRICT may rescind this Agreement without liability.

23. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or DISTRICT's obligations under this Agreement.

24. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Orange County.

25. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

26. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. DISTRICT's DISTRICT administrator, or designee, may execute any such amendment on behalf of DISTRICT.

28. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

29. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

30. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

31. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

32. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to DISTRICT. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

33. DISCLOSURE REQUIRED. (District and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the DISTRICT. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the DISTRICT's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the DISTRICT's Manager shall prepare and deliver to

consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the DISTRICT's Conflict of Interest Code.


DISTRICT Initials JDR

Consultant Initials HT

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

ROSSMOOR COMMUNITY SERVICES  
DISTRICT

The HTGroup, LLC.

  
\_\_\_\_\_  
James D. Ruth, General Manager

  
\_\_\_\_\_  
Henry Taboada, Principal

**SECOND AMENDED AND RESTATED  
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE ROSSMOOR  
COMMUNITY SERVICES DISTRICT AND  
THE HTGROUP, LLC**

This AGREEMENT is entered into this 14<sup>th</sup> day of April, 2015, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California special district (“DISTRICT”) and The HTGroup, LLC, a California Limited Liability Company (“CONSULTANT”).

**RECITALS**

- A. The District does not have the personnel able and/or available to perform the services required under this Agreement.
- B. Therefore, the District desires to contract out for the professional services described herein.
- C. The Consultant warrants to the District that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The District desires to contract with the Consultant to perform the services contemplated herein.

**NOW, THEREFORE**, based on the foregoing recitals, the District and the Consultant agree as follows:

**1. CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform special project services under the supervision of the District General Manager and consistent with the goals established by the District Board;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT an hourly rate of \$85.00. Total compensation during the term of this Agreement shall not exceed \$61,200.00.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the District Manager or his designee.
- E. CONSULTANT shall provide an oral or written report to the District Manager by



not later than the 10th day of each month describing the services performed during the previous month and shall consult with the District Manager to formulate a work plan outlining the tasks and goals for the current month. The DISTRICT shall pay the Consultant the monthly retainer by the 15<sup>th</sup> of each month.

**2. SCOPE OF SERVICES.**

**A.** CONSULTANT will perform special project services under the supervision of the DISTRICT'S General Manager and consistent with goals established by the District Board.

**B.** Except as herein otherwise expressly specified to be furnished by DISTRICT, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**C.** CONSULTANT shall maintain records of time spent performing assigned tasks.

**3. PAYMENTS.** For DISTRICT to pay CONSULTANT as specified by this Agreement, CONSULTANT must provide an oral or written report and work plan as set forth in Paragraph 1E.

**4. TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon execution of this Agreement and shall continue until April 1, 2015 unless extended in writing by the DISTRICT.

**5. FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

**6. KEY PERSONNEL.** CONSULTANT's key persons assigned to perform work under this Agreement is Henry Taboada . CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the DISTRICT's General Manager.

**7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on April 1, 2016, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

**8. CHANGES.** DISTRICT may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and

the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and DISTRICT. The cost or credit to DISTRICT resulting from changes in the services will be determined in accordance with written agreement between the parties.

**9. TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide DISTRICT with a Taxpayer Identification Number.

**10. PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**11. TERMINATION.**

- A.** Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B.** CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C.** In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at DISTRICT's option, become DISTRICT's property, and CONSULTANT will receive a final pro-rated payment based on the monthly retainer amount.
- D.** Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.

**12. INDEMNIFICATION.**

CONSULTANT shall indemnify, defend with counsel approved by DISTRICT, and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT (meaning that CONSULTANT shall indemnify and defend DISTRICT notwithstanding any alleged or actual passive negligence of DISTRICT which may have contributed to the claims, damages, costs or liability). Should DISTRICT in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the DISTRICT its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT'S

negligence, recklessness or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**13. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without DISTRICT's written approval are prohibited and will be null and void.

**14. INDEPENDENT CONTRACTOR.** DISTRICT'S General Manager and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONSULTANT is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this Agreement that may appear to give DISTRICT the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the DISTRICT as to end results of the work only.

**15. AUDIT OF RECORDS.**

- A.** CONSULTANT agrees that DISTRICT, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide DISTRICT, or designee, with any relevant information requested and will permit DISTRICT, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B.** Upon inspection, CONSULTANT will promptly implement any corrective measures required by DISTRICT regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.
- C.** CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**16. INSURANCE REQUIREMENTS.**

- A.** The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
2. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

B. Endorsements. Each general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The Rossmoor Community Services District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of The HTGroup, LLC, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.

- C. CONSULTANT agrees to provide immediate notice to DISTRICT of any claim or loss against Contractor arising out of the work performed under this agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- D. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the DISTRICT may terminate this Agreement pursuant to Section 11 above.

**17. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain DISTRICT's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

**18. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the DISTRICT from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the DISTRICT'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the DISTRICT shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the DISTRICT for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**19. CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the DISTRICT's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the DISTRICT, and the cost thereof shall be charged to the CONSULTANT.

**20. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by DISTRICT for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that DISTRICT does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which DISTRICT appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**21. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

DISTRICT	CONSULTANT
Rossmoor Community Services District 3001 Blume Drive Rossmoor, CA 90720  ATTN: District General Manager	Henry Taboada The HTGroup 239 Campo Drive Long Beach, CA 90803

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

**22. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, DISTRICT may rescind this Agreement without liability.

**23. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or DISTRICT's obligations under this Agreement.

**24. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Orange County.

**25. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

**26. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**27. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in

the actions described herein. This Agreement may be modified by written amendment. DISTRICT's DISTRICT administrator, or designee, may execute any such amendment on behalf of DISTRICT.

**28. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**29. FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

**30. TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

**31. ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**32. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to DISTRICT. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**33. DISCLOSURE REQUIRED.** (District and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the DISTRICT. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the DISTRICT's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the DISTRICT's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the DISTRICT’s Conflict of Interest Code.

DISTRICT Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

ROSSMOOR COMMUNITY SERVICES  
DISTRICT

The HTGroup, LLC.

\_\_\_\_\_  
James D. Ruth, General Manager

\_\_\_\_\_  
Henry Taboada, Principal