

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

March 14, 2017

BOARD OF DIRECTORS

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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, March 14, 2017

7:00 p.m.

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

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Casey, DeMarco, Kahlert, Nitikman
President Maynard
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS:
 - a. LAUSD Representative Re: Foster Road Bike Lane Study—Receive and file.

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—None

E. CONSENT CALENDAR

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.

1. MINUTES:

a. Regular Board Meeting of February 14, 2017—Receive and file.

2. JANUARY REVENUE AND EXPENDITURE REPORT—Receive and file.

F. PUBLIC HEARING-None

G. RESOLUTIONS:

1. RESOLUTION NO. 17-03-14-01 ADOPTING THE LAUSD PARENT TEACHER ASSOCIATION'S (PTA) REQUEST TO BE GRANTED AN EXTENSION IN ORDER TO GATHER AND SUBMIT SUFFICIENT USAGE DATA IN SUPPORT OF THEIR POSITION FOR MAINTAINING EXISTING PARKING RESTRICTIONS ALONG FOSTER ROAD TO ACCOMMODATE THE FOSTER ROAD BIKE LANE IN ROSSMOOR

ORDINANCES-None

H. REGULAR CALENDAR

1. ADOPTION OF FY 2017-2018 BUDGET CALENDAR.

2. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT—HTGROUP

3. DISCUSSION AND POSSIBLE ACTION RE: RECOMMENDATION OF THE TREE COMMITTEE AFTER CONSIDERATION OF RESIDENT REQUEST TO REMOVE TREE LOCATED AT 2971 SALMON DRIVE IN ROSSMOOR.

1. GENERAL MANAGER ITEMS

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

J. BOARD MEMBER ITEMS

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

K. CLOSED SESSION—None

L. ADJOURNMENT

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

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

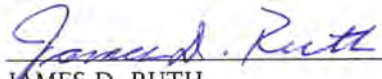
Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the March 14, 2017, 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 March 7, 2017

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4

Date: March 14, 2017
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS

RECOMMENDATION:

Receive presentations.

BACKGROUND:

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

- a. LAUSD Representative Re: Foster Road Bike Lane Study

ATTACHMENTS:

1. Email dated March 2, 2017 from Los Alamitos Unified School District Superintendent, Dr. Sherry Kropp to General Manager James D. Ruth Re: LAUSD School Board opinion on the Foster Road Bike Lane and PTA Resolution.

Fw: Concern about traffic safety

Sherry Kropp <skropp@losal.org>

Thu 3/2/2017 9:00 PM

To: James Ruth <jdruth@rossmoor-csd.org>; Elizabeth Deering <ldeering@rossmoor-csd.org>;

Cc: Tina Dingillo <tdingillo@losal.org>;

Importance: High

📎 1 attachment

PTA Council Resolution for Traffic Safety.pdf;

Hi James and Elizabeth,

The board held a workshop on the Village 605 Project. The PTA had two resolutions, one of which is attached. The board said that yes, they supported the resolution. Since this was a workshop, it was not an agenda item that was formally approved. However, they did unanimously agree to support it.

We definitely want our students to have a safe route to school - which includes a safe place to walk and/or ride a bike. We also want crossing guards. Ideally, we would like a bridge across Katella.

I hope this helps. Please don't hesitate to call me on my cell phone for any additional information.

Warmly,

Sherry

Sherry Kropp, Ed.D., Superintendent

Igniting Unlimited Possibilities!

Los Alamitos Unified School District
10293 Bloomfield, Los Alamitos, CA 90720
Office (562) 799-4700; Cell (562) 972-3514

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ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: March 14, 2017
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: REGULAR MEETING OF February 14, 2017

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of February 14, 2017 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their meeting of February 14, 2017 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Regular Meeting of February 14, 2017 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, February 14, 2017

A. ORGANIZATION

1. CALL TO ORDER: 7:01 P.M.

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

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS:

a. Orange County Sheriff's Department Lieutenant Jeff Puckett: Quarterly Crime Statistics

Lt. Puckett reported on the fourth quarter crime statistics for Rossmoor. He stated that overall crime was trending down for Rossmoor and indicated that crimes of opportunity were still a significant factor. The Board expressed their appreciation and gratitude for the Orange County Sheriff Department's service. Director DeMarco stated that he had attended the "Coffee with a Cop" event at Panera Bread in Seal Beach on Thursday, February 9th and was pleased with the law enforcement presence as well as the community engagement. He praised the agency's outreach efforts. The presentation was received and filed.

b. Director Ron Casey Presentation Re: I-405 Improvement Project

Director Casey provided the Board and community with a status report on the I-405 Improvement Project. Discussion ensued relative to project costs, construction phases, projected alternative options for mass transportation, completion and OCTA outreach. The report was received and filed.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM:

Jody Roubanis, Alex Roubanis and Artis Roubanis opined against allowing the County to remove the Foster Road Bike Lane. Alex and Artis stated that they used the bike lane to travel to school.

Kevin Pearce opined relative to the latest community traffic concerns. He provided an update on the Bradbury Road restriping speed study and indicated that in response to resident opposition the

County was considering alternative solutions once the speed study was finalized. Mr. Pearce reported that an LA Fitness Coalition had been formed to contest the resurrection of the LA Fitness Center Project at the Shops at Rossmoor in Seal Beach. He implored the community to attend the coalition's meeting this Thursday at the Rossmoor Park Condominiums and get involved.

D. REPORTS TO THE BOARD:

ITEM D-1 WAS TAKEN OUT OF ORDER AND COMBINED WITH ITEM G-1 RESOLUTION NO. 17-02-14-01 FURTHER DOWN IN THE AGENDA.

2. QUARTERLY STATUS REPORT

The General Manager reported on the fourth quarter status report related to the District's Goals and Objectives. Brief discussion ensued. The report was received and filed.

3. QUARTERLY RECREATION REPORT

Recreation Superintendent Chris Argueta presented the Quarterly Recreation Report to the Board. Brief discussion ensued relative to special event attendance, future programs and fundraising goals for the 2017 Rossmoor Winter Festival. The report was received and filed.

4. QUARTERLY TREE REPORT

Tree Consultant Mary Kingman presented the Quarterly Tree Report to the Board. Brief discussion ensued relative to tree removal and replacement strategies. The report was received and filed.

E. CONSENT CALENDAR:

1a. MINUTES REGULAR BOARD MEETING—January 12, 2017

1b. MINUTES PIFC MEETING—January 12, 2017

2. REVENUE AND EXPENDITURE REPORT—DECEMBER 2016

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

F. PUBLIC HEARING—None

G. RESOLUTIONS:

ITEM D-1 REPORT OF THE BUDGET COMMITTEE WAS DISCUSSED AT THIS TIME.

1. REPORT OF THE BUDGET COMMITTEE RE: FY 2016-2017 MID YEAR BUDGET AMENDMENTS

Discussion ensued relative to the unexpected increase in revenue and unexpected increase in expenditures as well. Budget Committee Members, Director Casey and Director DeMarco reported that there had been additional expenses incurred due to increased facility usage for special events, minor upgrades and mandatory facility improvements at Rush and Rossmoor Parks.

1. RESOLUTION NO. 17-02-14-01 ESTABLISHING THE MID-YEAR ADJUSTED BUDGET REVENUE AND EXPENDITURES TOTALS AMOUNT FOR FISCAL YEAR 2017-2018.

Approve by roll call vote, Resolution No. 17-02-14-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR ADJUSTED BUDGET REVENUE AND EXPENDITURES TOTALS AMOUNT FOR FISCAL YEAR 2017-2018.

Motion by Director DeMarco, seconded by Director Casey to receive the report of the budget committee, adopt the FY 2016-2017 Mid-Year Budget Amendments and approve Resolution No. 17-02-14-01 by roll call vote. Motion passed 5-0.

ORDINANCES—None

H. REGULAR CALENDAR:

1. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF FURTHER SECOND READING OF PROPOSED REVISION OF POLICIES RELATED TO RCSD FIVE-YEAR FISCAL PLAN.

The General Manager reported that the policy changes requested by the Board were now complete and they had been reviewed for accuracy by General Counsel. Staff recommendation to approve the further second reading to proposed amendments to proposed policies relating to the Specific Recommendations for implementation of the RCSD Five-Year Fiscal Plan (Plan).

Motion by Director Nitikman, seconded by Director Casey to approve further second reading of revised Policy No. 3020 Budget Preparation, Adoption and Revision. Motion passed 5-0.

Motion by Director Casey, seconded by Director DeMarco to approve further second reading of revised Policy No. 3021 Budgetary Control. Motion passed 5-0.

Motion by Director Nitikman, seconded by Director DeMarco to approve further second reading of revised Policy No. 3040 Utilization and Control of District Fiscal Resources. Motion passed 5-0.

Motion by Director Casey, seconded by Director DeMarco to approve further second reading of proposed Policy No. 3045 Preservation of District Fiscal Resources. Motion passed 5-0.

Motion by Director Nitikman, seconded by Director DeMarco to approve further second reading of revised Policy No. 3050 District Expenditure, Purchasing, Bidding and Contracting Limits. Motion passed 5-0.

1. DISCUSSION AND POSSIBLE ACTION RE: FORMAL POSITION OF RCSD BOARD ON ROSSMOOR TRAFFIC STUDY AND FOSTER ROAD BIKE LANE ISSUE.

President Maynard opened the floor for discussion. Lengthy discussion ensued relative to the arguments for and against the removal of the Foster Road bike lane in Rossmoor as proposed by the RHA and called for by the County in the Rossmoor Traffic Study.

President Maynard stated that the data suggested that the bike lane wasn't being utilized. He proposed giving the School District an opportunity to use or lose the bike lane over a period of one year.

Director DeMarco reported that he had met with Oak Middle School Principal, Erin Kominsky. Ms. Kominsky opined that student safety was LAUSD's top priority. She further opined that she did not believe the vast majority of Rossmoor residents were aware of the Foster Road Bike Lane's existence—not even Realtors. Director DeMarco stated that he liked the idea of more students walking and riding their bikes to school. He opined that in 2014/15 the RHA was almost successful in having the bike lane removed. He concluded that the RCSD was the elected body and their leadership was needed to provide the entire community with an opportunity to weigh in on the decision.

Motion by Director DeMarco proposing that the RCSD Board ask the Los Alamitos Unified School District (Oak Middle School, in particular) to initiate a program that promotes and encourages the utilization of the Foster Road Bike lane; The Board further request that the program include education about the bike lane, its restrictions and safety issues to its students, parents and the community of Rossmoor; The program be allowed a one year implementation period to see what impacts it will have on the student ridership along Foster Road. Finally, the District formally contact the Los Alamitos Unified School District/Oak Middle School and communicate to them that this is a use or lose opportunity for the students, Motion seconded by Director Nitikman. Further discussion ensued.

Director Nitikman requested an amendment to the motion requiring the school district to do a study and provide quantifiable data on the use of the bike lane to support their position. At least 200 homeowners were opposed to the bike lane and its imposed parking restrictions.

Director Kahlert opined relative to his objection to quantifying the safety of children. He stated that he would not support removing the Foster Road Bike Lane.

Director Nitikman opined that anecdotes were not data and his opinion may change if it were proven that many children were actually using it. He pointed out that the school district already had a walking/biking advocacy program in place. President Maynard agreed but added that the school district had never been motivated to use or lose the bike lane.

General Counsel recommended the Board table the motion and instead, formulate Director DeMarco's concept into a draft resolution outlining the formal position of the District for the Board's consideration at its next regular meeting. The Board concurred and directed staff to compose said resolution with the following components: 1) The RCSD Board request that LAUSD's Oak Middle School commence with an awareness program to encourage the use of the Foster Road Bike Lane and educate students about bicycle safety. 2) The awareness program would be limited to a one year implementation period (to be determined) 3) The resolution must

clarify that the LAUSD has the opportunity to “use or lose” the Foster Road Bike Lane within this one year time period 4) For accountability purposes the LAUSD also has a burden of proof and as such must do a study and compile data in order to justify keeping the bike lane 5) the resolution must state that the RCSD Board unanimously opposes alternative number three—which calls for removal of parkway trees in order to pave the Foster Road parkways into a bike lane. 6) the resolution must be formally shared with the County Board of Supervisor’s office.

1. DISCUSSION AND POSSIBLE ACTION RE: AMENDMENTS TO GENERAL MANAGER EMPLOYMENT AGREEMENT

Discussion ensued relative to adding a not to exceed amount to the contract. General Counsel recommended the following language be added to page 139 of 144 paragraph 2b of Amendment No. 2: the second sentence will read “*in addition to the base compensation provided under this agreement the District agrees to pay employee health insurance allowance equal to 10% of the cost of his total health insurance premium, not to exceed \$12,000 annually.*” (Replacing the \$8,632 amount).

Motion by Director Nitikman, seconded by Director Casey to approve Amendment No. 2 of the agreement as revised by General Counsel. Motion passed 5-0.

I. GENERAL MANAGER ITEMS:

The General Manager reported regarding the Shops at Rossmoor Meeting he attended on January 26, 2017 with Seal Beach City Manager Jill Ingram. He stated that he is in the process of arranging a meeting with John Killen and Marty Potts to discuss issues related to the proposed project—Reps from the Seal Beach City Council and two members from RCSD.

President Maynard stated that he would like to represent the RCSD with Director Nitikman, as he had a relative skill set as a practicing real estate attorney. The General Manager agreed to schedule the meeting.

The General Manager announced that the next Los Alamitos City Council Meeting was on February 22nd at 6 p.m. The Village 605 Project, proposed signage and projected traffic issues were still major concerns to Rossmoor and surrounding community. The initial appeal on the project billboard sign was withdrawn by the appellant as a result of the developer making some concessions on the sign, which was the only component of the appeal.

Five Year Fiscal Plan policies have been revised and edited by our legal counsel and staff in accordance with our Board’s direction at the January 10th meeting. The Budget Committee met on February 6th to review adjusted budget before the board this evening. Staff had scheduled a tree committee meeting on March 1st at 4:30 p.m. Staff is also in the process of reorganizing the District filing system, digitizing records and data in accordance with the retention schedule and as required by law, and shredding outdated materials and obtaining offsite secure storage.

Brightview Maintenance Contract replacing Valleycrest as a result of their merger has made the transition over and are working closely with our maintenance staff in the implementation of our parks and landscape contract.

J. BOARD MEMBER ITEMS:

Director Casey thanked everyone for their attendance on Valentine’s Day and expressed his appreciation. He thanked Kevin Pearce and Doug Smith for their community advocacy relative to traffic concerns surrounding the Los Alamitos Village 605 Project and Shops at Rossmoor LA Fitness Center Project in Seal Beach. He expressed gratitude for their efforts in keeping the District informed.

Director DeMarco also thanked Kevin Pearce and Doug Smith for their efforts and advocacy for the community. He added that they had researched and compiled an enormous amount of information and organized community meetings that were helpful and informative. He reported on his attendance at the last community meeting on the Village 605 Project. He opined relative to the lack of transparency from the cities of Los Alamitos and Seal Beach. He stated that as an elected official he would not want his community’s opposition to a revenue generating project.

President Maynard thanked Lieutenant Jeff Puckett for presenting the Quarterly Crime Statistics and for organizing last week’s successful “Coffee with a Cop” community event at Panera Bread. He added that approximately 12 law enforcement officers were present in addition to local citizens. He opined that he was pleased to see the community interest in issues such as the Village 605, LA Fitness and Foster Road Bike Lane removal expressed gratitude regarding their care and concern. He encouraged them to continue to be vigilant and active in monitoring these projects.

President Maynard announced the new Committee Assignments for 2017 as follows:

Standing Committees

Audit Committee: President Maynard, Director Casey; **Budget Committee:** Director DeMarco, President Maynard; **Investment Committee:** Director Casey, Director Nitikman; **CIP Committee:** Director Kahlert, Director Casey; **Parks/Facilities Committee:** Director Kahlert, Director Maynard; **Tree Committee:** Director DeMarco, Director Nitikman;

Ad Hoc Committees

Rossmoor Advisory Committee: President Maynard, Director DeMarco; **RCSD/RHA Liaison:** Director DeMarco, Director Casey; **Mayors Consortium:** President Maynard, Director Casey; **ISDOC Representative:** Director Casey; **WCC/OCTA Representative:** Director Casey; Los Alamitos Unified School District Committee: Director DeMarco, Director Kahlert; Community Traffic/Safety Advisory Committee: Director DeMarco, Director Nitikman and two representatives each from the RHA, LAUSD and the Community (TBA); ***New Ad Hoc—Legislative Affairs Committee:** Director Nitikman, President Maynard. **Dormant Committees** now include the Shops at Rossmoor, Organizational and Rossmoor Trades Committees which may be reactivated at a later date if needed.

AT 9:24 P.M. DIRECTOR BILL KAHLERT DEPARTED DUE TO AN EXCUSED ABSENCE.

AT 9:25 P.M. THE BOARD ADJOURNED TO CLOSED SESSION

K. CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: General Manager

AT 10:20 P.M. THE BOARD RECONVENED IN OPEN SESSION

General Counsel, Tarquin Preziosi reported that at approximately 9:25 p.m. the Board of Directors convened to closed session for the purposes of discussing the General Manager's review. At approximately 10:20 the Board closed the Closed Session and reopened the public meeting. The Board directed General Counsel to inform the public that Mr. Ruth received the highest possible performance review and the Board is very pleased with his efforts over the past year.

L. ADJOURNMENT:

Motion by Director DeMarco, seconded by Director Casey to adjourn the regular meeting at 10:22 p.m. Motion passed 4-0.

SUBMITTED BY:

James D. Ruth

General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2.

Date March 14, 2017
To: Honorable Board of Directors
From: General Manager
Subject: REVENUE & EXPENDITURE REPORT - JANUARY, 2017

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for January, 2017.

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 January, 2017.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 January 2017 @ 58.34%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	842,112.00	848,000.00	500,834.36	30,873.55	347,165.64	59.1
STREET LIGHT ASSESSMENTS	298,934.00	298,934.00	175,582.04	11,455.92	123,351.96	58.7
USE OF MONEY AND PROPERTY	2,100.00	3,000.00	1,600.30	726.02	1,399.70	53.3
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,628.37	1,839.86	57,771.63	4.4
FEES AND SERVICES	173,500.00	167,700.00	93,384.25	21,247.50	74,315.75	55.7
OTHER REVENUE	24,500.00	23,000.00	1,706.16	100.00	21,293.84	7.4
TRANSFER IN OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenues	1,401,546.00	1,401,034.00	775,735.48	66,242.85	625,298.52	55.4
Expenditures						
ADMINISTRATION	412,980.00	428,750.00	246,276.26	28,711.83	182,473.74	57.4
RECREATION	135,065.00	129,852.00	80,569.84	9,126.36	49,282.16	62.0
ROSSMOOR PARK	185,850.00	200,456.00	118,939.50	12,809.23	81,516.50	59.3
MONTECITO CENTER	78,239.00	84,998.00	49,494.82	7,157.39	35,503.18	58.2
RUSH PARK	203,537.00	218,687.00	125,816.24	16,534.34	92,870.76	57.5
STREET LIGHTING	107,580.00	107,715.00	50,924.32	8,528.23	56,790.68	47.3
ROSSMOOR WALL	2,100.00	2,100.00	2,000.00	0.00	100.00	95.2
STREET SWEEPING	55,580.00	55,650.00	22,728.22	62.21	32,921.78	40.8
PARKWAY TREES 10, 11	115,977.00	137,677.00	94,259.95	28,892.16	43,417.05	68.5
MINI-PARKS, MEDIANS & TRIANGLE 1, 9	12,968.00	14,008.00	8,158.98	991.37	5,849.02	58.2
Total Expenditures	1,309,876.00	1,379,893.00	799,168.13	112,813.12	580,724.87	57.9

Please Note: 2016-2017 Approved Amended Budget shown in January's Report.

**Audited Fund Balance
 at June 30, 2016**

\$ 739,612.00

REVENUE REPORT
January 2017 @ 58.34

Page: 2
3/2/2017
4:55 pm

Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES	842,112.00	848,000.00	500,834.36	30,873.55	0.00	347,165.64	59.1
ASSESSMENTS	298,934.00	298,934.00	175,582.04	11,455.92	0.00	123,351.96	58.7
USE OF MONEY AND PROPERTY	2,100.00	3,000.00	1,600.30	726.02	0.00	1,399.70	53.3
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,628.37	1,839.86	0.00	57,771.63	4.4
FEES AND SERVICES	173,500.00	167,700.00	93,384.25	21,247.50	0.00	74,315.75	55.7
OTHER REVENUE	24,500.00	23,000.00	1,706.16	100.00	0.00	21,293.84	7.4
Dept: 00	1,401,546.00	1,401,034.00	775,735.48	66,242.85	0.00	625,298.52	55.4
Revenues	1,401,546.00	1,401,034.00	775,735.48	66,242.85	0.00	625,298.52	55.4
Grand Total Net Effect:	1,401,546.00	1,401,034.00	775,735.48	66,242.85	0.00	625,298.52	

EXPENDITURE REPORT
January 2017 @ 58.34

Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS	269,880.00	271,914.00	162,649.70	22,438.29	0.00	109,264.30	59.8
OPERATIONS AND MAINTENANCE	69,000.00	69,700.00	44,247.10	3,379.77	0.00	25,452.90	63.5
CONTRACT SERVICES	76,536.00	83,136.00	38,998.00	2,893.77	0.00	44,138.00	46.9
CAPITAL EXPENDITURES	4,000.00	4,000.00	381.46	0.00	0.00	3,618.54	9.5
ADMINISTRATION	419,416.00	428,750.00	246,276.26	28,711.83	0.00	182,473.74	57.4
Dept: 20 RECREATION							
SALARIES AND BENEFITS	95,912.00	88,632.00	51,175.43	7,531.10	0.00	37,456.57	57.7
OPERATIONS AND MAINTENANCE	35,853.00	37,920.00	28,982.70	1,563.24	0.00	8,937.30	76.4
CONTRACT SERVICES	2,300.00	2,300.00	411.71	32.02	0.00	1,888.29	17.9
CAPITAL EXPENDITURES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
RECREATION	135,065.00	129,852.00	80,569.84	9,126.36	0.00	49,282.16	62.0
Dept: 30 ROSSMOOR PARK							
SALARIES AND BENEFITS	74,090.00	78,750.00	48,855.11	6,547.80	0.00	29,894.89	62.0
OPERATIONS AND MAINTENANCE	72,360.00	82,306.00	49,396.71	3,027.75	0.00	32,909.29	60.0
CONTRACT SERVICES	39,400.00	39,400.00	20,687.68	3,233.68	0.00	18,712.32	52.5
ROSSMOOR PARK	185,850.00	200,456.00	118,939.50	12,809.23	0.00	81,516.50	59.3
Dept: 40 MONTECITO CENTER							
SALARIES AND BENEFITS	54,676.00	57,056.00	35,005.09	4,871.07	0.00	22,050.91	61.4
OPERATIONS AND MAINTENANCE	16,995.00	19,842.00	9,623.85	1,507.04	0.00	10,218.15	48.5
CONTRACT SERVICES	6,700.00	6,700.00	3,506.88	779.28	0.00	3,193.12	52.3
CAPITAL EXPENDITURES	50.00	1,400.00	1,359.00	0.00	0.00	41.00	97.1
MONTECITO CENTER	78,421.00	84,998.00	49,494.82	7,157.39	0.00	35,503.18	58.2
Dept: 50 RUSH PARK							
SALARIES AND BENEFITS	79,367.00	83,517.00	50,742.88	7,208.96	0.00	32,774.12	60.8
OPERATIONS AND MAINTENANCE	84,520.00	95,520.00	54,385.68	6,091.70	0.00	41,134.32	56.9
CONTRACT SERVICES	39,400.00	39,400.00	20,687.68	3,233.68	0.00	18,712.32	52.5
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
RUSH PARK	203,537.00	218,687.00	125,816.24	16,534.34	0.00	92,870.76	57.5
Dept: 60 STREET LIGHTING							

EXPENDITURE REPORT
January 2017 @ 58.34

Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	580.00	715.00	400.88	62.21	0.00	314.12	56.1
CONTRACT SERVICES	107,000.00	107,000.00	50,523.44	8,466.02	0.00	56,476.56	47.2
STREET LIGHTING	107,580.00	107,715.00	50,924.32	8,528.23	0.00	56,790.68	47.3
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	650.00	400.88	62.21	0.00	249.12	61.7
CONTRACT SERVICES	55,000.00	55,000.00	22,327.34	0.00	0.00	32,672.66	40.6
STREET SWEEPING	55,580.00	55,650.00	22,728.22	62.21	0.00	32,921.78	40.8
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	23,052.00	23,452.00	13,036.80	1,835.90	0.00	10,415.20	55.6
OPERATIONS AND MAINTENANCE	1,625.00	1,925.00	887.01	133.25	0.00	1,037.99	46.1
CONTRACT SERVICES	72,800.00	80,800.00	74,430.34	27,673.01	0.00	6,369.66	92.1
CAPITAL EXPENDITURES	18,500.00	31,500.00	5,905.80	-750.00	0.00	25,594.20	18.7
PARKWAY TREES	115,977.00	137,677.00	94,259.95	28,892.16	0.00	43,417.05	68.5
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	918.00	918.00	590.76	82.85	0.00	327.24	64.4
OPERATIONS AND MAINTENANCE	7,800.00	8,840.00	5,071.09	454.87	0.00	3,768.91	57.4
CONTRACT SERVICES	4,150.00	4,150.00	2,497.13	453.65	0.00	1,652.87	60.2
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	12,968.00	14,008.00	8,158.98	991.37	0.00	5,849.02	58.2
Expenditures	1,316,494.00	1,379,893.00	799,168.13	112,813.12	0.00	580,724.87	57.9
Grand Total Net Effect:	-1,316,494.00	-1,379,893.00	-799,168.13	-112,813.12	0.00	-580,724.87	

REVENUE/EXPENDITURE REPORT
January 2017 @ 58.34

Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
3000 Current Secured Property Taxes	775,200.00	780,000.00	457,499.12	17,841.05	0.00	322,500.88	58.7
3001 Current unsecured prop tax	22,000.00	26,500.00	21,609.08	2,038.89	0.00	4,890.92	81.5
3002 Prior secured property taxes	7,500.00	7,500.00	4,967.73	334.99	0.00	2,532.27	66.2
3003 Prior unsecured prop taxes	4,500.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
3004 Delinquent property taxes	1,080.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
3010 Current supplemental assessmnt	20,000.00	18,000.00	10,048.60	3,948.79	0.00	7,951.40	55.8
3020 Public utility tax	11,832.00	14,000.00	6,709.83	6,709.83	0.00	7,290.17	47.9
PROPERTY TAXES	842,112.00	848,000.00	500,834.36	30,873.55	0.00	347,165.64	59.1
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	298,934.00	298,934.00	175,582.04	11,455.92	0.00	123,351.96	58.7
ASSESSMENTS	298,934.00	298,934.00	175,582.04	11,455.92	0.00	123,351.96	58.7
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	2,100.00	3,000.00	1,600.30	726.02	0.00	1,399.70	53.3
USE OF MONEY AND PROPERTY	2,100.00	3,000.00	1,600.30	726.02	0.00	1,399.70	53.3
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,400.00	5,400.00	2,628.37	1,839.86	0.00	2,771.63	48.7
3305 County street sweep reimburse	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,628.37	1,839.86	0.00	57,771.63	4.4
Acct Class: 34 FEES AND SERVICES							
3404 Court reservations	14,500.00	13,500.00	6,093.75	1,585.50	0.00	7,406.25	45.1
3405 Wall Rental	600.00	500.00	100.00	0.00	0.00	400.00	20.0
3406 Ball field reservations	29,000.00	24,000.00	14,780.50	6,391.00	0.00	9,219.50	61.6
3410 Rossmoor building rental	18,200.00	17,500.00	7,294.00	1,660.00	0.00	10,206.00	41.7
3412 Montecito building rental	25,200.00	25,200.00	19,075.00	7,395.50	0.00	6,125.00	75.7
3414 Rush Park Building Rental	86,000.00	87,000.00	46,041.00	4,215.50	0.00	40,959.00	52.9
FEES AND SERVICES	173,500.00	167,700.00	93,384.25	21,247.50	0.00	74,315.75	55.7
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	4,500.00	3,000.00	1,706.16	100.00	0.00	1,293.84	56.9
3502 Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
OTHER REVENUE	24,500.00	23,000.00	1,706.16	100.00	0.00	21,293.84	7.4
Dept: 00	1,401,546.00	1,401,034.00	775,735.48	66,242.85	0.00	625,298.52	55.4
Revenues							
	1,401,546.00	1,401,034.00	775,735.48	66,242.85	0.00	625,298.52	55.4
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensatn	10,000.00	10,000.00	3,950.00	500.00	0.00	6,050.00	39.5
4001 Salaries - Full-time	193,800.00	193,800.00	115,762.41	16,011.53	0.00	78,037.59	59.7
4003 Salaries - Overtime	5,100.00	5,100.00	2,283.19	243.37	0.00	2,816.81	44.8
4007 Vehicle Allowance	500.00	500.00	90.39	70.84	0.00	409.61	18.1
4010 Workers Compensation Insurance	2,300.00	4,334.00	2,870.69	366.23	0.00	1,463.31	66.2
4011 Medical Insurance	39,000.00	39,000.00	27,936.81	3,571.32	0.00	11,063.19	71.6
4015 Federal Payroll Tax -FICA	18,400.00	18,400.00	9,281.60	1,276.64	0.00	9,118.40	50.4
4018 State Payroll Taxes	780.00	780.00	474.61	398.36	0.00	305.39	60.8
SALARIES AND BENEFITS	269,880.00	271,914.00	162,649.70	22,438.29	0.00	109,264.30	59.8
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	12,500.00	13,000.00	12,983.10	0.00	0.00	16.90	99.9
5004 Memberships and Dues	6,400.00	6,400.00	5,528.00	30.00	0.00	872.00	86.4
5006 Travel & Meetings	1,000.00	1,000.00	943.65	0.00	0.00	56.35	94.4
5007 Televised Meeting Costs	17,000.00	17,000.00	11,676.70	1,679.50	0.00	5,323.30	68.7

REVENUE/EXPENDITURE REPORT
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Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010	Publications & Legal Notices	7,200.00	7,200.00	3,346.07	0.00	0.00	3,853.93	46.5
5012	Printing	700.00	700.00	550.01	0.00	0.00	149.99	78.6
5014	Postage	2,000.00	2,000.00	761.02	342.42	0.00	1,238.98	38.1
5016	Office Supplies	7,200.00	7,200.00	3,225.37	360.43	0.00	3,974.63	44.8
5020	Telephone	1,500.00	1,700.00	1,236.41	186.63	0.00	463.59	72.7
5045	Miscellaneous Expenditures	5,500.00	5,500.00	3,304.55	684.88	0.00	2,195.45	60.1
5046	Bank Service Charge	2,000.00	2,000.00	692.22	95.91	0.00	1,307.78	34.6
5050	Elections	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
OPERATIONS AND MAINTENANCE		69,000.00	69,700.00	44,247.10	3,379.77	0.00	25,452.90	63.5
Acct Class: 56 CONTRACT SERVICES								
5610	Legal Counsel	28,000.00	28,000.00	8,140.00	0.00	0.00	19,860.00	29.1
5615	Financial Audit-Consulting	10,100.00	10,700.00	10,400.00	0.00	0.00	300.00	97.2
5620	Misc Studies	0.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
5670	Other Professional Services	38,436.00	38,436.00	14,458.00	2,893.77	0.00	23,978.00	37.6
CONTRACT SERVICES		76,536.00	83,136.00	38,998.00	2,893.77	0.00	44,138.00	46.9
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	4,000.00	4,000.00	381.46	0.00	0.00	3,618.54	9.5
CAPITAL EXPENDITURES		4,000.00	4,000.00	381.46	0.00	0.00	3,618.54	9.5
ADMINISTRATION		419,416.00	428,750.00	246,276.26	28,711.83	0.00	182,473.74	57.4
Dept: 20 RECREATION								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	48,960.00	48,960.00	29,364.47	4,170.61	0.00	19,595.53	60.0
4002	Salaries - Part-time	22,950.00	15,000.00	8,149.29	1,689.37	0.00	6,850.71	54.3
4003	Salaries - Overtime	5,100.00	5,100.00	1,658.20	19.03	0.00	3,441.80	32.5
4005	Salaries - Event Attendant	1,058.00	1,058.00	517.50	0.00	0.00	540.50	48.9
4007	Vehicle Allowance	350.00	350.00	0.00	0.00	0.00	350.00	0.0
4010	Workers Compensation Insurance	1,080.00	1,750.00	1,160.49	148.05	0.00	589.51	66.3
4011	Medical Insurance	10,000.00	10,000.00	7,102.86	907.91	0.00	2,897.14	71.0
4015	Federal Payroll Tax -FICA	5,814.00	5,814.00	3,035.16	449.56	0.00	2,778.84	52.2
4018	State Payroll Taxes	600.00	600.00	187.46	146.57	0.00	412.54	31.2
SALARIES AND BENEFITS		95,912.00	88,632.00	51,175.43	7,531.10	0.00	37,456.57	57.7
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5006	Travel & Meetings	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5010	Publications & Legal Notices	200.00	420.00	133.58	0.00	0.00	286.42	31.8
5012	Printing	100.00	100.00	44.46	0.00	0.00	55.54	44.5
5014	Postage	150.00	150.00	27.57	14.40	0.00	122.43	18.4
5016	Office Supplies	1,000.00	1,000.00	550.56	72.31	0.00	449.44	55.1
5017	Community Events	25,253.00	27,000.00	20,790.12	1,289.90	0.00	6,209.88	77.0
5019	Fireworks	6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020	Telephone	1,800.00	1,900.00	1,236.41	186.63	0.00	663.59	65.1
5045	Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE		35,853.00	37,920.00	28,982.70	1,563.24	0.00	8,937.30	76.4
Acct Class: 56 CONTRACT SERVICES								
5670	Other Professional Services	2,300.00	2,300.00	411.71	32.02	0.00	1,888.29	17.9
CONTRACT SERVICES		2,300.00	2,300.00	411.71	32.02	0.00	1,888.29	17.9
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
CAPITAL EXPENDITURES		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0

REVENUE/EXPENDITURE REPORT

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Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017

Fund: 10 - GENERAL FUND

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

Expenditures

RECREATION	135,065.00	129,852.00	80,569.84	9,126.36	0.00	49,282.16	62.0
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	39,535.00	39,535.00	21,312.57	3,041.42	0.00	18,222.43	53.9
4002 Salaries - Part-time	12,240.00	15,000.00	11,660.56	1,415.27	0.00	3,339.44	77.7
4003 Salaries - Overtime	2,805.00	2,805.00	1,480.35	137.98	0.00	1,324.65	52.8
4010 Workers Compensation Insurance	2,400.00	4,300.00	2,870.69	366.23	0.00	1,429.31	66.8
4011 Medical Insurance	13,000.00	13,000.00	8,774.11	1,121.53	0.00	4,225.89	67.5
4015 Federal Payroll Tax -FICA	3,800.00	3,800.00	2,633.42	351.15	0.00	1,166.58	69.3
4018 State Payroll Taxes	310.00	310.00	123.41	114.22	0.00	186.59	39.8
SALARIES AND BENEFITS	74,090.00	78,750.00	48,855.11	6,547.80	0.00	29,894.89	62.0
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	600.00	233.54	0.00	0.00	366.46	38.9
5012 Printing	50.00	50.00	22.22	0.00	0.00	27.78	44.4
5014 Postage	50.00	50.00	4.95	4.95	0.00	45.05	9.9
5016 Office Supplies	900.00	900.00	362.09	36.15	0.00	537.91	40.2
5018 Janitorial Supplies	4,500.00	4,500.00	2,014.62	0.00	0.00	2,485.38	44.8
5020 Telephone	1,650.00	2,300.00	1,236.41	186.63	0.00	1,063.59	53.8
5022 Utilities	12,000.00	12,000.00	7,069.71	973.97	0.00	4,930.29	58.9
5023 Water	25,000.00	25,000.00	17,528.28	948.65	0.00	7,471.72	70.1
5025 SECURED PROP TAX	910.00	906.00	905.51	452.76	0.00	0.49	99.9
5030 Vehicle Maintenance	1,000.00	1,000.00	414.83	32.24	0.00	585.17	41.5
5032 Building & Grounds-Maintenance	24,000.00	33,000.00	18,966.53	376.93	0.00	14,033.47	57.5
5034 Alarm Systems	750.00	750.00	433.90	15.47	0.00	316.10	57.9
5045 Miscellaneous Expenditures	500.00	500.00	204.12	0.00	0.00	295.88	40.8
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	72,360.00	82,306.00	49,396.71	3,027.75	0.00	32,909.29	60.0
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	36,000.00	36,000.00	19,328.40	2,761.20	0.00	16,671.60	53.7
5656 Tree Trimming	1,100.00	1,100.00	987.79	434.71	0.00	112.21	89.8
5670 Other Professional Services	2,300.00	2,300.00	371.49	37.77	0.00	1,928.51	16.2
CONTRACT SERVICES	39,400.00	39,400.00	20,687.68	3,233.68	0.00	18,712.32	52.5
ROSSMOOR PARK	185,850.00	200,456.00	118,939.50	12,809.23	0.00	81,516.50	59.3
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	31,620.00	31,620.00	17,595.45	2,513.17	0.00	14,024.55	55.6
4002 Salaries - Part-time	6,120.00	6,500.00	4,980.27	707.63	0.00	1,519.73	76.6
4003 Salaries - Overtime	2,040.00	2,040.00	1,126.87	111.12	0.00	913.13	55.2
4010 Workers Compensation Insurance	2,000.00	4,000.00	2,308.75	294.54	0.00	1,691.25	57.7
4011 Medical Insurance	9,900.00	9,900.00	7,099.98	907.19	0.00	2,800.02	71.7
4015 Federal Payroll Tax -FICA	2,856.00	2,856.00	1,810.89	254.54	0.00	1,045.11	63.4
4018 State Payroll Taxes	140.00	140.00	82.88	82.88	0.00	57.12	59.2
SALARIES AND BENEFITS	54,676.00	57,056.00	35,005.09	4,871.07	0.00	22,050.91	61.4
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	582.00	582.00	176.81	0.00	0.00	405.19	30.4
5012 Printing	50.00	50.00	22.22	0.00	0.00	27.78	44.4
5014 Postage	50.00	50.00	4.95	4.95	0.00	45.05	9.9
5016 Office Supplies	900.00	900.00	318.68	36.15	0.00	581.32	35.4
5018 Janitorial Supplies	3,500.00	4,000.00	2,014.62	0.00	0.00	1,985.38	50.4
5020 Telephone	1,650.00	2,000.00	1,236.41	186.63	0.00	763.59	61.8
5022 Utilities	2,000.00	2,000.00	738.22	0.00	0.00	1,261.78	36.9
5023 Water	1,600.00	1,600.00	1,220.70	599.77	0.00	379.30	76.3
5025 SECURED PROP TAX	763.00	760.00	760.44	380.22	0.00	-0.44	100.1
5030 Vehicle Maintenance	1,000.00	1,000.00	571.31	32.24	0.00	428.69	57.1

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Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5032 Building & Grounds-Maintenance	3,700.00	5,700.00	2,236.46	252.06	0.00	3,463.54	39.2
5034 Alarm Systems	400.00	400.00	323.03	15.02	0.00	76.97	80.8
5045 Miscellaneous Expenditures	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	16,995.00	19,842.00	9,623.85	1,507.04	0.00	10,218.15	48.5
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	2,147.60	306.80	0.00	1,452.40	59.7
5656 Tree Trimming	1,100.00	1,100.00	987.79	434.71	0.00	112.21	89.8
5670 Other Professional Services	2,000.00	2,000.00	371.49	37.77	0.00	1,628.51	18.6
CONTRACT SERVICES	6,700.00	6,700.00	3,506.88	779.28	0.00	3,193.12	52.3
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	50.00	1,400.00	1,359.00	0.00	0.00	41.00	97.1
CAPITAL EXPENDITURES	50.00	1,400.00	1,359.00	0.00	0.00	41.00	97.1
MONTECITO CENTER	78,421.00	84,998.00	49,494.82	7,157.39	0.00	35,503.18	58.2
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	37,740.00	37,740.00	21,312.57	3,041.42	0.00	16,427.43	56.5
4002 Salaries - Part-time	12,750.00	15,000.00	10,260.56	1,415.27	0.00	4,739.44	68.4
4003 Salaries - Overtime	2,907.00	2,907.00	1,480.35	137.98	0.00	1,426.65	50.9
4005 Salaries - Event Attendant	5,800.00	5,800.00	3,090.00	600.00	0.00	2,710.00	53.3
4010 Workers Compensation Insurance	2,400.00	4,300.00	2,870.69	366.23	0.00	1,429.31	66.8
4011 Medical Insurance	13,000.00	13,000.00	8,774.14	1,121.54	0.00	4,225.86	67.5
4015 Federal Payroll Tax -FICA	4,370.00	4,370.00	2,762.96	397.18	0.00	1,607.04	63.2
4018 State Payroll Taxes	400.00	400.00	191.61	129.34	0.00	208.39	47.9
SALARIES AND BENEFITS	79,367.00	83,517.00	50,742.88	7,208.96	0.00	32,774.12	60.8
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	333.58	0.00	0.00	166.42	66.7
5012 Printing	250.00	250.00	22.23	0.00	0.00	227.77	8.9
5014 Postage	100.00	100.00	4.95	4.95	0.00	95.05	5.0
5016 Office Supplies	900.00	900.00	318.68	36.15	0.00	581.32	35.4
5018 Janitorial Supplies	4,500.00	4,500.00	2,020.68	0.00	0.00	2,479.32	44.9
5020 Telephone	2,000.00	2,000.00	1,236.39	186.63	0.00	763.61	61.8
5022 Utilities	26,000.00	26,000.00	11,888.07	0.00	0.00	14,111.93	45.7
5023 Water	20,000.00	30,000.00	20,997.61	1,711.45	0.00	9,002.39	70.0
5025 SECURED PROP TAX	3,520.00	3,520.00	3,465.44	1,732.72	0.00	54.56	98.5
5030 Vehicle Maintenance	1,000.00	1,000.00	414.54	32.24	0.00	585.46	41.5
5032 Building & Grounds-Maintenance	24,000.00	25,000.00	13,270.36	2,258.54	0.00	11,729.64	53.1
5034 Alarm Systems	750.00	750.00	209.03	129.02	0.00	540.97	27.9
5045 Miscellaneous Expenditures	250.00	250.00	204.12	0.00	0.00	45.88	81.6
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	84,520.00	95,520.00	54,385.68	6,091.70	0.00	41,134.32	56.9
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	36,000.00	36,000.00	19,328.40	2,761.20	0.00	16,671.60	53.7
5656 Tree Trimming	1,100.00	1,100.00	987.79	434.71	0.00	112.21	89.8
5670 Other Professional Services	2,300.00	2,300.00	371.49	37.77	0.00	1,928.51	16.2
CONTRACT SERVICES	39,400.00	39,400.00	20,687.68	3,233.68	0.00	18,712.32	52.5
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	250.00	250.00	0.00	0.00	0.00	250.00	0.0
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0

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For the Period: 7/1/2016 to 1/31/2017

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
RUSH PARK	203,537.00	218,687.00	125,816.24	16,534.34	0.00	92,870.76	57.5
Dept: 60 STREET LIGHTING							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	580.00	715.00	400.88	62.21	0.00	314.12	56.1
OPERATIONS AND MAINTENANCE	580.00	715.00	400.88	62.21	0.00	314.12	56.1
Acct Class: 56 CONTRACT SERVICES							
5650 Lighting and Maintenance	107,000.00	107,000.00	50,523.44	8,466.02	0.00	56,476.56	47.2
CONTRACT SERVICES	107,000.00	107,000.00	50,523.44	8,466.02	0.00	56,476.56	47.2
STREET LIGHTING	107,580.00	107,715.00	50,924.32	8,528.23	0.00	56,790.68	47.3
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	650.00	400.88	62.21	0.00	249.12	61.7
OPERATIONS AND MAINTENANCE	580.00	650.00	400.88	62.21	0.00	249.12	61.7
Acct Class: 56 CONTRACT SERVICES							
5642 Street Sweeping	55,000.00	55,000.00	22,327.34	0.00	0.00	32,672.66	40.6
CONTRACT SERVICES	55,000.00	55,000.00	22,327.34	0.00	0.00	32,672.66	40.6
STREET SWEEPING	55,580.00	55,650.00	22,728.22	62.21	0.00	32,921.78	40.8
Dept: 80 PARKWAY TREES							
Acct Class: 40 SALARIES AND BENEFITS							
4002 Salaries - Part time	20,400.00	20,400.00	11,657.67	1,666.72	0.00	8,742.33	57.1
4003 Salaries - Overtime	500.00	500.00	0.00	0.00	0.00	500.00	0.0
4007 Vehicle Allowance	500.00	900.00	445.69	0.00	0.00	454.31	49.5
4015 Federal Payroll Tax -FICA	1,377.00	1,377.00	891.77	127.51	0.00	485.23	64.8
4018 State Payroll Taxes	275.00	275.00	41.67	41.67	0.00	233.33	15.2
SALARIES AND BENEFITS	23,052.00	23,452.00	13,036.80	1,835.90	0.00	10,415.20	55.6
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5012 Printing	25.00	25.00	0.48	0.00	0.00	24.52	1.9
5014 Postage	300.00	300.00	2.25	2.25	0.00	297.75	0.8
5016 Office Supplies	200.00	200.00	82.99	6.58	0.00	117.01	41.5
5020 Telephone	1,000.00	1,300.00	801.29	124.42	0.00	498.71	61.6
5030 Vehicle Maintenance	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5051 Equipment Rental	50.00	50.00	0.00	0.00	0.00	50.00	0.0
OPERATIONS AND MAINTENANCE	1,625.00	1,925.00	887.01	133.25	0.00	1,037.99	46.1
Acct Class: 56 CONTRACT SERVICES							
5656 Tree Trimming	65,000.00	73,000.00	71,681.47	27,531.67	0.00	1,318.53	98.2
5660 TREE REMOVAL	3,500.00	3,500.00	1,294.80	0.00	0.00	2,205.20	37.0
5670 Other Professional Services	4,300.00	4,300.00	1,454.07	141.34	0.00	2,845.93	33.8
CONTRACT SERVICES	72,800.00	80,800.00	74,430.34	27,673.01	0.00	6,369.66	92.1
Acct Class: 60 CAPITAL EXPENDITURES							
6015 Trees	18,500.00	31,500.00	5,905.80	-750.00	0.00	25,594.20	18.7
CAPITAL EXPENDITURES	18,500.00	31,500.00	5,905.80	-750.00	0.00	25,594.20	18.7

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Rossmoor Community

For the Period: 7/1/2016 to 1/31/2017

Fund: 10 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
PARKWAY TREES	115,977.00	137,677.00	94,259.95	28,892.16	0.00	43,417.05	68.5
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	665.00	665.00	390.78	56.28	0.00	274.22	58.8
4003 Salaries - Overtime	62.00	62.00	31.83	3.36	0.00	30.17	51.3
4010 Workers Compensation Insurance	120.00	120.00	134.35	17.14	0.00	-14.35	112.0
4015 Federal Payroll Tax -FICA	56.00	56.00	32.29	4.56	0.00	23.71	57.7
4018 State Payroll Taxes	15.00	15.00	1.51	1.51	0.00	13.49	10.1
SALARIES AND BENEFITS	918.00	918.00	590.76	82.85	0.00	327.24	64.4
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	500.00	640.00	400.91	62.19	0.00	239.09	62.6
5022 Utilities	800.00	800.00	440.29	49.80	0.00	359.71	55.0
5023 Water	5,000.00	5,900.00	3,458.28	342.88	0.00	2,441.72	58.6
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	771.61	0.00	0.00	228.39	77.2
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0
OPERATIONS AND MAINTENANCE	7,800.00	8,840.00	5,071.09	454.87	0.00	3,768.91	57.4
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	2,147.60	306.80	0.00	1,452.40	59.7
5656 Tree Trimming	500.00	500.00	329.21	144.90	0.00	170.79	65.8
5670 Other Professional Services	50.00	50.00	20.32	1.95	0.00	29.68	40.6
CONTRACT SERVICES	4,150.00	4,150.00	2,497.13	453.65	0.00	1,652.87	60.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	12,968.00	14,008.00	8,158.98	991.37	0.00	5,849.02	58.2
Expenditures	1,316,494.00	1,379,893.00	799,168.13	112,813.12	0.00	580,724.87	57.9
Net Effect for GENERAL FUND	85,052.00	21,141.00	-23,432.65	-46,570.27	0.00	44,573.65	-110.8
Change in Fund Balance:			-23,432.65				

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For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	226,526.89	9,719.70	0.00	153,473.11	59.6
3101 Property assessments-prior yr	3,400.00	3,400.00	1,490.60	0.00	0.00	1,909.40	43.8
ASSESSMENTS	383,400.00	383,400.00	228,017.49	9,719.70	0.00	155,382.51	59.5
Dept: 00	383,400.00	383,400.00	228,017.49	9,719.70	0.00	155,382.51	59.5
Revenues	383,400.00	383,400.00	228,017.49	9,719.70	0.00	155,382.51	59.5
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
5619 Bond Trustee	3,048.00	3,048.00	3,047.50	0.00	0.00	0.50	100.0
CONTRACT SERVICES	23,048.00	23,048.00	3,047.50	0.00	0.00	20,000.50	13.2
Acct Class: 58 DEBT SERVICE							
5800 Principal	250,000.00	250,000.00	260,000.00	0.00	0.00	-10,000.00	104.0
5801 Interest	90,830.00	90,830.00	48,771.07	0.00	0.00	42,058.93	53.7
DEBT SERVICE	340,830.00	340,830.00	308,771.07	0.00	0.00	32,058.93	90.6
RUSH PARK	363,878.00	363,878.00	311,818.57	0.00	0.00	52,059.43	85.7
Expenditures	363,878.00	363,878.00	311,818.57	0.00	0.00	52,059.43	85.7
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	19,522.00	19,522.00	-83,801.08	9,719.70	0.00	103,323.08	-429.3
Change in Fund Balance:			-83,801.08				

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For the Period: 7/1/2016 to 1/31/2017		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999 FY Begin Fund Balance		74,913.00	74,913.00	0.00	0.00	0.00	74,913.00	0.0
PROPERTY TAXES		74,913.00	74,913.00	0.00	0.00	0.00	74,913.00	0.0
Dept: 00		74,913.00	74,913.00	0.00	0.00	0.00	74,913.00	0.0
Revenues		74,913.00	74,913.00	0.00	0.00	0.00	74,913.00	0.0
Expenditures								
Dept: 30 ROSSMOOR PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005 Buildings and Improvements		18,000.00	10,688.00	10,687.50	1,235.50	0.00	0.50	100.0
CAPITAL EXPENDITURES		18,000.00	10,688.00	10,687.50	1,235.50	0.00	0.50	100.0
ROSSMOOR PARK		18,000.00	10,688.00	10,687.50	1,235.50	0.00	0.50	100.0
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005 Buildings and Improvements		23,000.00	28,606.00	28,606.19	5,131.19	0.00	-0.19	100.0
CAPITAL EXPENDITURES		23,000.00	28,606.00	28,606.19	5,131.19	0.00	-0.19	100.0
RUSH PARK		23,000.00	28,606.00	28,606.19	5,131.19	0.00	-0.19	100.0
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045 Miscellaneous Expenditures		5,000.00	9,451.00	6,760.52	538.25	0.00	2,690.48	71.5
OPERATIONS AND MAINTENANCE		5,000.00	9,451.00	6,760.52	538.25	0.00	2,690.48	71.5
CAPITAL PROJECTS		5,000.00	9,451.00	6,760.52	538.25	0.00	2,690.48	71.5
Expenditures		46,000.00	48,745.00	46,054.21	6,904.94	0.00	2,690.79	94.5
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS		28,913.00	26,168.00	-46,054.21	-6,904.94	0.00	72,222.21	-176.0
Change in Fund Balance:				-46,054.21				
Grand Total Net Effect:		133,487.00	66,831.00	-152,476.77	-43,755.51	0.00	219,307.77	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: March 14, 2017

To: Honorable Board of Directors

From: General Manager

SUBJECT: RESOLUTION NO. 17-03-14-01 ADOPTING THE LAUSD PARENT TEACHER ASSOCIATION'S (PTA) REQUEST TO BE GRANTED AN EXTENSION IN ORDER TO GATHER AND SUBMIT SUFFICIENT USAGE DATA IN SUPPORT OF THEIR POSITION FOR MAINTAINING EXISTING PARKING RESTRICTIONS ALONG FOSTER ROAD TO ACCOMMODATE THE FOSTER ROAD BIKE LANE IN ROSSMOOR

RECOMMENDATION:

Approve by roll call vote, Resolution No. 17-03-14-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ADOPTING THE LAUSD PARENT TEACHER ASSOCIATION'S (PTA) REQUEST TO BE GRANTED AN EXTENSION IN ORDER TO GATHER AND SUBMIT SUFFICIENT USAGE DATA IN SUPPORT OF THEIR POSITION FOR MAINTAINING EXISTING PARKING RESTRICTIONS ALONG FOSTER ROAD TO ACCOMMODATE THE FOSTER ROAD BIKE LANE IN ROSSMOOR

BACKGROUND:

In September 2016, the County of Orange Traffic Engineering Department conducted a Traffic Study, to assess school traffic issues in Rossmoor. In that study the County presented three alternatives for Foster Road: Option 1) Do Nothing; Option 2) Share the Road and Parking; Option 3) Multi-Use Sidewalk. The RHA Board and affected Rossmoor homeowners opined in favor of removal of the bike lane and existing parking restrictions. The Traffic Study seemed to support the RHA's position on the issue. The LAUSD PTA opined in favor of keeping the bike lane in place along with the existing parking restrictions.

In response to the strong opinions surrounding the Foster Road Bike Lane issue, the Rossmoor Community Services District Board of Directors did request that the Orange County Traffic Engineer provide a comprehensive presentation regarding the Rossmoor Traffic Study at its Regular Board Meeting of December 13, 2016. Furthermore, the RCSD Board did provide a community forum and engaged in discussion relative to the Rossmoor Traffic Study at its Regular Meetings of December 13, 2016, January 10, 2017 and February 14, 2017; At its regular meeting of February 14, 2017, the District formally rejected Option 3) Multi-Use Sidewalk contained in the Rossmoor Traffic Study and

directed staff to draft a resolution formalizing the District's position on the Foster Road Bike Lane Parking Restrictions.

The attached Resolution formalizes the District's position and is attached for the Board's review and consideration.

ATTACHMENTS:

1. Letter to Los Alamitos Unified School District Superintendent, Sherry Kropp, dated March 1, 2017.
2. RHA letter of February 8, 2017 Re: RHA Board November 15, 2016 Resolution in support of the removal of the Foster Road Bike Lane and the existing parking restrictions.
3. PTA Resolution opposing the removal of the Foster Road Bike Lane and the existing parking restrictions
4. Resolution No. 17-03-14-01



Memorandum

Date: February 27, 2017
 To: Superintendent, Sherry Kropp—Los Alamitos Unified School District
 From: James D. Ruth—General Manager, RCSD
 Subject: Rossmoor Traffic Study—Foster Road Bike Lane Status

I am attaching a copy of a proposed resolution to be considered at our RCSD Board Meeting on Tuesday, March 14, 2017 regarding the Foster Road Bike Lane, located in Rossmoor, California.

This issue has been the subject of considerable study by the County of Orange Public Works Traffic Engineering Staff as well as the RHA Board of Directors and the RCSD Board.

At our regular Board Meeting of February 14, 2017, after considerable discussion by our Board and additional input from Jodi Roubanis, representing the LAUSD PTA, our Board believed more data on the actual usage of the bike lane was necessary before they could make a formal recommendation to the County's Public Works Department and Supervisor Steel, on a recommended action.

The RHA Board of Directors has previously recommended to the County Public Works Department and Supervisor Steel's Office to remove the bike lane due to their conclusion that current usage is very limited.

Incorporated in our proposed resolution is a request seeking help from the school district to initiate an outreach program to encourage more students to use the Foster Road Bike Lane and help us determine if there is sufficient ridership to justify the continuance of the parking restrictions on Foster Road, during school hours.

If the LAUSD could have a representative attend our March 14, 2017 meeting at 7:00 p.m. in the Rush Park Auditorium, it would be greatly appreciated.

Keep up the great work for our District. We are all proud of the high achievements and excellence of the Los Alamitos Unified School District.

Sincerely,

James D. Ruth

James D. Ruth
 General Manager
 Rossmoor Community Services District

Cc: RCSD Board of Directors





Rossmoor Homeowners Association
P.O. Box 5058
Rossmoor, California 90721
(562) 799-1401 www.Rossmoor-RHA.org

February 8, 2017

TO: RCSD President Michael Maynard
 1st VP Ron Casey
 2nd VP Mark Nitikman
 Board Member Tony DeMarco
 Board Member Bill Kahlert

The Rossmoor Homeowners Association board at its regular meeting on Nov. 15 adopted a resolution to respond to the Orange County Traffic Engineer and Supervisor Michelle Steel, regarding the 2016 study that was conducted to assess school traffic issues. The board carefully weighed the three options that the Traffic Engineer offered regarding the removal of parking restrictions on Foster and Hedwig roads. By a unanimous vote, the board said it favored option 2, the removal of parking restrictions, but wants further discussion with RCSD and other interested parties.

The board's decision relied on several factors, including the engineer's determination that temporary bike lanes created by the parking restrictions are under-utilized, carrying two bike riders daily, while many more used the sidewalk. The board also expressed concerns that the existing bike route does not meet current design standards of the county, a potential safety shortfall for children and a potential liability should any child get hurt. It also noted that the consensus opinion among residents at the 2015 RHA public meeting to gather input on the matter favored bike routes that would serve the elementary schools, allowing children in Rossmoor to ride to their nearby schools.

The board believes that option 3, involving the construction of a fully engineered bike route that would remove lawns and trees along Foster and Hedwig is not consistent with community priorities and would harm the aesthetics of the community. And maintaining the existing parking restrictions under option 2 is opposed by 93% of the households along the streets, which signed a petition asking for the removal of the restrictions.

The board also wants to insure that RCSD and others participate in the ultimate decision, which resides with the Orange County Traffic Committee and the Orange County Board of Supervisors. We look forward to discussing the matter with you.

Sincerely,

Beverley Houghton
 President

CC:
 Mr. J D Ruth

SAFE ROUTES TO SCHOOLS FOR ALL CHILDREN

Adopted by the Los Alamitos Council of PTAs on 2/17/2017 (PTA Founders' Day)

WHEREAS, The number of children walking and bicycling to schools in the U.S. has declined over the past 40 years partially due to the rise in the number of children being driven to school in private cars during the morning peak-hour traffic; and

WHEREAS, Schools in the Los Alamitos Unified School District were not built to handle high volume traffic and people are often in a hurry, creating unsafe drop-off practices; and

WHEREAS, The concentration of pollutants from cars and trucks has adverse effects on health, such as decreased lung development, susceptibility to allergies, and asthma of our children and youth; and

WHEREAS, Bicycling and walking to school can have a positive mental and physical impact on the health of children and youth; and

WHEREAS, The Federal Safe Routes to School (SRTS) Program empowers communities to address the aforementioned issues, to make walking and bicycling to school safe, and to improve routes to schools; and

WHEREAS, Within the Los Alamitos Unified School District boundary the three government agencies that have the legal authority to enforce traffic safety are the City of Los Alamitos, the County of Orange, and the City of Seal Beach; and

WHEREAS, In its 2010 Commercial Corridor Plans, the City of Los Alamitos has identified a pedestrian/bike bridge to be built at Oak Street to span over Katella as means to mitigate traffic, now therefore be it

RESOLVED, That the City of Los Alamitos, County of Orange, and City of Seal Beach continue to support the adult crossing guards in the Los Alamitos Unified School District;

RESOLVED, That the County of Orange NOT remove the signs along the bike route in unincorporated Rossmoor that prohibit parking on school days between the hours of 7:30 am to 9:30 am on the easterly side of Foster Road/Hedwig Road and between 2:30 pm to 4:30 pm on school days on the westerly side of Foster Road/Hedwig Road because this action would be making this route to school LESS safe for students; and

RESOLVED, That the sum of money identified by Lincoln Property Company to enhance the traffic safety for the children of Oak Middle School be tendered to the City of Los Alamitos with the agreement by the City of Los Alamitos that acceptance of such money indicates the City's agreement that such monies shall be used only towards building the pedestrian bridge over Katella for the benefit of Oak Middle School students; and that on December 31, 2019, any portions of such money that have not been expended by the City of Los Alamitos for this bridge shall be returned to the Los Alamitos Unified School District.



RESOLUTION NO. 17-03-14-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES ADOPTING THE LAUSD PARENT TEACHER ASSOCIATION'S (PTA) REQUEST TO BE GRANTED AN EXTENSION IN ORDER TO GATHER AND SUBMIT SUFFICIENT USAGE DATA IN SUPPORT OF THEIR POSITION FOR MAINTAINING EXISTING PARKING RESTRICTIONS ALONG FOSTER ROAD TO ACCOMMODATE THE FOSTER ROAD BIKE LANE IN ROSSMOOR

WHEREAS, in September 2016, the County of Orange Traffic Engineering Department conducted a Traffic Study, to assess school traffic issues in Rossmoor. In that study the County presented three alternatives for Foster Road: Option 1) Do Nothing. Maintain the current parking restrictions between the hours of 7:30 a.m. to 9:30 a.m. on the easterly side of Foster/Hedwig Rd; Option 2) Share the Road and Parking. Remove existing parking restrictions on either side of Foster/Hedwig Road and install "Shared Lane Markings" to assist bicyclists during all times with lateral positioning in lanes; Option 3) Multi-Use Sidewalk. Widen the existing sidewalk on both sides of Foster/Hedwig Rd. creating a multi-use sidewalk that could accommodate both pedestrians and bicyclists, requiring the removal of all existing parkway trees, shrubs and greenery; and

WHEREAS, the Rossmoor Homeowners Association Board at its regular meeting on November 15, 2016 adopted a resolution to respond to the Orange County Traffic Engineer and Supervisor Michelle Steel regarding the 2016 Rossmoor Traffic Study that was conducted to assess school traffic issues. The Board weighed the three options that the Traffic Engineer offered regarding the removal of parking restrictions on Foster and Hedwig roads. By a unanimous vote, the RHA Board favored Option 2, which called for the removal of parking restrictions, however, it desired further discussion with RCSD and other interested parties; and

WHEREAS, the Rossmoor Community Services District Board of Directors did request that the Orange County Traffic Engineer provide a comprehensive presentation regarding the Rossmoor Traffic Study at its Regular Board Meeting of December 13, 2016. Furthermore, the RCSD Board did provide a community forum and engaged in discussion relative to the Rossmoor Traffic Study at its Regular Meetings of December 13, 2016, January 10, 2017 and February 14, 2017; At its regular meeting of February 14, 2017, the District formally rejected Option 3) Multi-Use Sidewalk contained in the Rossmoor Traffic Study and directed staff to draft a resolution formalizing the District's position on the Foster Road Bike Lane Parking Restrictions.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rossmoor Community Services District that the Board hereby requests that should the Los Alamitos Unified School District (LAUSD) Oak Middle School desire to have the Foster Road Bike Lane parking restrictions continue to exist, that the LAUSD initiate an awareness program that promotes and encourages the utilization of the Foster Road Bike lane to its students, parents and the community of Rossmoor; that the program include education about bicycle safety, the bike lane and its restrictions and uses; that the program be allowed a one-year implementation period to see what impacts it will have on the student ridership along Foster Road; that LAUSD collect data regarding student use of the bike lane throughout the year sufficient to prepare a study providing valid and meaningful information on the use of the bike lane at the beginning and end of the school year; and that this study be provided to RCSD at the conclusion of the one-year implementation period.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the Board of Directors of the Rossmoor Community Services District that the Board unanimously opposes Option 3) Multi-Use Sidewalk contained in the Rossmoor Traffic Study which calls for removal of parkway trees and greenery and paving of parkways.

PASSED, APPROVED AND ADOPTED this 14th day of March 2017.

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
Michael Maynard, President

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: March 14, 2017
To: Honorable Board of Directors
From: General Manager
Subject: ADOPTION OF FY 2017-2018 BUDGET CALENDAR

RECOMMENDATION:

Review and adopt FY 2017-2018 Budget Calendar

BACKGROUND:

Policy No. 3020 Budget Preparation and Revision requires that the General Manager prepare and the Board adopt a budget calendar for the succeeding fiscal year. Attached is the proposed budget calendar for your consideration. Some dates, such as the review by Board Committees, may be adjusted based on the availability of Committee members on the dates specified. Otherwise, most other dates are dictated by your policy.

ATTACHMENTS:

1. FY 2017-2018 Budget Calendar.
2. Policy No. 3020

FY 2017-2018 BUDGET CALENDAR

Submit Budget Calendar to Board	March 14, 2017
Complete FY 2017-18 Estimates to Close by:	May 16, 2017
Complete Preparation of FY 2017-2018 Preliminary Budget by:	May 23, 2017
Review Preliminary Budget with Public Works/CIP Committee by:	May 31, 2017
Review Preliminary Budget with Budget Committee by:	June 2, 2017
Present Preliminary Budget to the Board	June 13, 2017
Board Adopts Appropriations Limit by Resolution	June 13, 2017
Public Hearing Notice is Published in Local Newspaper by:	June 19, 2017
Second Public Hearing Notice is Published in Local Newspaper by:	June 26, 2017
Final Budget is Submitted to Board for Adoption at a Public Hearing by Resolution	July 11, 2017
Final Date for Adoption of a Final Budget	August 8, 2017

Rossmoor Community Services District

Policy

No. 3020

BUDGET PREPARATION, ADOPTION AND REVISION

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 the date established by the adopted Budget Calendar, 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 a Board meeting as determined by the adopted Budget Calendar.

3020.40 Preliminary Budget: The proposed Preliminary Budget, as reviewed and amended by the Budget Committee, shall be reviewed and may be preliminarily approved by the Board at a Board meeting as determined by the adopted Budget Calendar.

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.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: March 14, 2017
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 four years as its Special Projects Consultant. HTGroup's current agreement has a one-year term which will expire on April 1, 2017.

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 1, 2017.

ATTACHMENTS:

1. Current (2016) Professional Services Contract-HTGroup.
2. Proposed (2017) Professional Services Contract-HTGroup.

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

This AGREEMENT (“AGREEMENT”) is entered into this 8^h day of March, 2016, 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, pursuant to the reimbursement and minimum hourly conditions set forth in the proposal attached hereto as Exhibit “A” and incorporated herein by this reference. If any of the terms of Exhibit “A” conflict with this AGREEMENT, the terms of this AGREEMENT shall control. Total compensation during the term of this AGREEMENT shall not exceed \$27,200.00.

- 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 15th 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, as set forth in the proposal attached hereto as Exhibit "A".
- 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 1.E.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence on April 1, 2016 and shall continue until April 1, 2017 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 are to commence on April 1, 2016 and shall expire on April 1, 2017, 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
James D. Ruth, General Manager

Henry Taboada
Henry Taboada, Principal

HTGROUP, LLC
MANAGEMENT CONSULTING
239 Campo Drive
Long Beach, CA 90803

February 26, 2016

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

Dear Mr. Ruth:

As we have discussed, my Agreement with the District is scheduled to end on April 1, 2016. Should you and the Board wish for me to continue my engagement further, it would be necessary for us to agree on the terms of a new Agreement for inclusion in the Board's March Agenda.

As you also know, I am ready to reduce my work hours for the District or any new engagement with another agency. I trust that my long association with the District has been productive and that my historical perspective has continuing value. I am therefore proposing a new engagement with the following terms and conditions:

1. A term of one year subject to cancellation by the District at any time during the term.
2. Work hours primarily limited to an on-call arrangement where I would be available for either remote or in-house consultation on any matter where my consultation would be of service for you or the staff of the District.
3. A maximum of 320 work hours with the following conditions:
 - a. Phone calls or an acknowledgement of emails—15 minute minimum for each.
 - b. Research and response to phone calls or emails—1 hour minimum. Approval required for a negotiated time for an extended response.
 - c. In-house consultation—2 hour minimum.
 - d. Approval required for a negotiated time for extended research or consultation.
 - e. Reimbursement for travel for in-house consultation—0.5 hours for each visit.

EXHIBIT A

1

4. Compensation of \$85.00 per hours plus reimbursement of ordinary expenses expended for providing consultation services.

5. A guaranteed minimum of 14 work hours each month with a maximum amount of work hours as determined by the District.

Thank you for the opportunity to having served the Rossmoor Community Services District. I am available at your convenience to discuss this matter with you.

Sincerely,



Henry Taboada
Principal

EXHIBIT A

2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm SUSIE ATWOOD AGENCY 5624 E 2ND ST LONG BEACH, CA 90803	CONTACT NAME: SUSIE ATWOOD PHONE (A/C, No, Ext): 562 434-5729 FAX (A/C, No): 562 438-1108 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED HTGROUP 239 CAMPO DR LONG BEACH, CA 90803	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		92-EJ-K965-5	07/10/2016	07/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: JAMES RUTH/ GENERAL MANAGER ROSSMOOR COMMUNITY SERVICES DISTRICT 3001 BLUME DR ROSSMOOR, CA 90720

CERTIFICATE HOLDER JAMES RUTH/ GENERAL MANAGER ROSSMOOR COMMUNITY SERVICES DISTRICT 3001 BLUME DR ROSSMOOR, CA 90720	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**FOURTH AMENDED AND RESTATED
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE ROSSMOOR
COMMUNITY SERVICES DISTRICT AND
THE HTGROUP, LLC**

This AGREEMENT (“AGREEMENT”) is entered into this 14th day of March, 2017, 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, pursuant to the reimbursement and minimum hourly conditions set forth in the proposal attached hereto as Exhibit “A” and incorporated herein by this reference. If any of the terms of Exhibit “A” conflict with this AGREEMENT, the terms of this AGREEMENT shall control. Total compensation during the term of this AGREEMENT shall not exceed \$27,200.00.

- 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 General 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 General 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 15th 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, as set forth in the proposal attached hereto as Exhibit "A".
- 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 1.E.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence on April 1, 2017 and shall continue until April 1, 2018 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 on April 1, 2017 and shall expire on March 31, 2018, 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 _____

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: March 14, 2017
To: Honorable Board of Directors
From: Tree Committee
Via: General Manager
Subject: DISCUSSION AND POSSIBLE ACTION RE: RECOMMENDATION OF THE TREE COMMITTEE AFTER CONSIDERATION OF RESIDENT REQUEST TO REMOVE TREE LOCATED AT 2971 SALMON DRIVE IN ROSSMOOR.

RECOMMENDATION:

Adopt the recommendation of the Tree Committee to accept the District Arborist's recommendation to initiate more extensive trimming of the Aleppo Pine Tree, coordinate with County Public Works on repairs resulting from root damage.

BACKGROUND:

The Tree Committee met on Monday, March 06, 2017 to discuss two items on the agenda to consider a complaint submitted by Lynn McCarthy requesting removal of a large Aleppo Pine tree located at 2971 Salmon Drive in Rossmoor.

Staff has had extensive dialog with Mrs. McCarthy on this issue and concluded that the tree did not constitute a hazard and did not meet our policy criteria for removal.

Mr. Peter Price, owner of the property at 2971 Salmon, also attended the meeting and requested that the tree be saved and opined that it did not constitute a safety hazard.

Mary Kingman, RCSD Tree Consultant, responded to numerous questions regarding the condition of the tree, the need for sidewalk, curb and street repair by the County, resulting from root damage, and recommended the committee propose to the full Board that staff work with West Coast Arborist (WCA) to do a more extensive trim on the

tree, to minimize any potential damage and seek information from the Orange County Public Works Department when the curb, gutter and street repairs are scheduled. Staff will need to coordinate with the County on these repairs to determine if any roots need to be removed, and if they do, will it have any impact on the stabilization of the tree.

Staff also received an opinion of an independent I.S.A. Certified Arborist, Rebecca Mejia, whose findings concurred with our arborist, Mary Kingman, that the tree was not diseased, should receive additional pruning and with proper maintenance would not have to be removed at this time.

All parties in attendance were satisfied with the committee's recommendation which is now submitted to the full Board for its consideration this evening.

ATTACHMENTS:

1. March 6, 2017 Tree Committee Agenda Packet.

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

TREE COMMITTEE MEETING

RUSH PARK
Administration Building
3001 Blume Drive
Rossmoor, California

Monday, March 6, 2017
5:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 5:00 p.m.
2. ROLL CALL: Directors DeMarco, Nitikman
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS: None

B. PUBLIC FORUM

Any person may address the members of the Tree Committee at this time upon any subject within the jurisdiction of the Tree Committee of the Rossmoor Community Services District.

C. REGULAR CALENDAR


1. RESIDENT PARKWAY TREE REMOVAL REQUEST FOR NEIGHBOR'S TREE
2. NON-DISTRICT TREE TRIMMING

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the Monday, March 6, 2017, 5:00 p.m. Rossmoor Tree Committee Meeting of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



JAMES D. RUTH
General Manager

Date 3/3/17_____

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: March 6, 2017
To: Trees/Parkways Committee
From: General Manager
Subject: Resident Lynn McCarthy request to have parkway tree at 2971 Salmon removed.

ATTACHMENTS:

1. Background of tree removal request
2. West Coast Arborist history of tree
3. Arborist Report
4. Letters from Lynn McCarthy and responses by Tree Consultant

AGENDA ITEM C-1Background of Citizen Service Request: Lynn McCarthy 2972 Salmon Drive Rossmoor, CA 90720

The following contains a complete history of RCSD correspondence pertaining to the requests by Lynn McCarthy for the removal of the of parkway tree at 2971 Salmon Drive in Rossmoor, CA 90720.

October 2015: Lynn McCarthy called RCSD and spoke to Tree Consultant Mary Kingman. She requested removal of Aleppo Pine tree located at 2971 Salmon Dr. Her reasons for removal request being that tree was too big and messy and blew pine needles into her yard and onto her car. At that time Mary Kingman informed her of the RCSD Tree Protection Policy and informed her that under the policy, the tree could not be removed for the reasons she stated.

January 2016: Lynn McCarthy again called to request removal of the Aleppo Pine tree located at 2971. Her reasons for the removal request being that the tree was not healthy. Mary Kingman inspected the tree and found that it was indeed suffering from drought stress but and that the parkway was not being irrigated. She did not find any additional signs of declining health or hazards within the tree. Mary Kingman added the tree to the RCSD watering truck schedule and Mary Kingman informed Ms. McCarthy of her findings and the fact that we would be watering the tree in a letter dated January 27, 2016. RCSD watered the tree twice monthly from January 2016 until the winter of 2016/2017, when the return of rain allowed for natural irrigation of the parkway.

July 2016: Mary Kingman received a letter from Lynn McCarthy requesting removal of the Aleppo Pine tree located at 2971. Her reasons for removal request being the following: 1. That the tree had a fungus that had spread to trees on her property. 2. That the tree will fall over in storm or winds onto her house and split her house directly in two, taking with it a street lamp wire and then catching fire. Mary Kingman responded in a letter dated July 20, 2016 that the tree did not appear to have a fungus as she mentioned and that the tree appeared to be structurally sound and therefore did not qualify for removal under the RCSD Tree Protection Policy.

September 2016: After performing a follow-up inspection on the tree, Mary Kingman added tree to an off-grid WCA trim list.

January 2017: Mary Kingman received a letter from Lynn McCarthy, dated October 15, 2016. In the letter she again cited her reasons for wanting the Aleppo Pine tree located at 2971 Salmon removed. She also included a note from a Certified Arborist that she hired to assess her own trees. The note, which was written on an invoice, that stated the Aleppo Pine tree located at 2971 Salmon needed to be pruned and was 'a safety concern due to heavy canopy, potential limb failures, lifting sidewalk and asphalt.' There was no arborist report included. Mary Kingman responded with a letter dated January 4, 2017, explaining that after inquiring with WCA about the scheduled pruning, found that it was not pruned due to a car repeatedly being parked near the tree and that she would coordinate pruning with the resident. She also referred Ms. McCarthy to Orange County Public Works for sidewalk and asphalt issues.

January 2017: WCA did not inform Mary Kingman that the tree could not be pruned due to a car repeatedly being parked in the area beneath the canopy. She only discovered that the tree was not pruned upon receiving Lynn McCarthy's letter in January. On January 4, 2017, Mary Kingman sent a letter to the resident of 2971 Salmon Dr. requesting that the resident call her to arrange a time that tree could be trimmed when no cars would be parked. The resident at 2971 Salmon responded on January 7, and Mary Kingman coordinated with the resident and WCA to have the tree trimmed on January 24, 2017.

January 2017: Mary Kingman received a letter from Lynn McCarthy, dated January 18, 2016. The letter contained various complaints about Mary Kingman and the Aleppo Pine tree located at 2971 Salmon. Mary Kingman did not respond to the letter.

February 3, 2017: Lynn McCarthy's daughter called Mary Kingman asking legal questions pertaining to the RCSD Tree Policy and her mother's tree removal requests and stating that she was an attorney. Mary Kingman explained that she was not in the position to answer legal questions regarding the tree policy and informed her that the matter would be moved to the Tree Committee.

Site Detail (33.781411797449,-118.08210111847)(WCA InventoryID: 4649576)

District	Address	Location	Species	DBH	Height
4	2971 SALMON DR	Front-1	<i>Pinus halepensis</i>	31+	60+
			ALEPPO PINE		

Utility	Maintenance	Parkway	PW Type	Estimated Value	Valid
No	Grid Trim	6		\$17,220	Yes

Crew	Date	Work Type / Comments	Job # / Acct #
WCA	01/24/2017	Tree Pruning > 18 DSH	35572
WCA	09/15/2016	Car Repeatedly Blocking	35572
WCA	11/14/2014	Tree Pruning > 18 DSH	28397
WCA	07/07/2010	Tree Pruning > 18 DSH	16864
WCA	07/24/2006	Tree Pruning > 18 DSH	9694
WCA	06/14/2002	Tree Trimming > 18 DBH	4425
WCA	11/16/2000	Safety Trim	3589



March 1, 2017

Rossmoor Community District

ATTN: Mary Kingman

3001 Blume Avenue

Rossmoor, CA 90720

RE: 2971 Salmon Drive-Aleppo Pine

Ms. Kingman,

Pursuant to your request this report has been prepared in order to present the results from my assessment of the Aleppo Pine (*Pinus halepensis*) located at 2971 Salmon Drive. The purpose of the evaluation was to determine the current health and condition of the tree and to provide any necessary maintenance recommendations based on these findings. The site was visited on February 28, 2017 and all comments and recommendations that follow are based on observations made while on site.

The tree was evaluated using the standards set for a basic health evaluation and a Level 2: Basic Risk Assessment. The criteria for this level of assessment is in accordance with the Best Management Practices (BMPs) for tree risk assessment; specifically the *ANSI A300 (Part 9)-2011 Tree Risk Assessment, a. Tree Structure Assessment*. This level of assessment includes a 360-degree ground based visual inspection of the tree crown, trunk, trunk flare, above ground roots, and site conditions around the tree(s).

OBSERVATIONS:

- This large specimen tree is located in a five foot wide parkway in front of the above listed address, The trunk diameter is 40 inches, and the tree is roughly 60 feet tall with a 45 foot canopy spread, see Figures 1-3.
- The tree has a multiple, co-dominant architecture, with four similarly sized, fairly large stems arising from the same place. There are at least two stems which seem to have included bark and one of these crotches appears to have active sap flow from the area (Figures 5 and 6).
- There is a very small amount of twig and small branch dieback around the canopy, see Figures 7-9.
- The trunk base almost fills the parkway and the roots have caused damage to the surrounding hardscape elements. The adjacent sidewalk panels are lifted and have been ground down to reduce the trip hazard. There is also buckling in the roadway which appears to be from support roots. See Figures 10 and 11.
- Water flow along the gutter has been impeded and this is also believed to be a result of root issues. See Figure 12.



GENERAL DISCUSSION: Species Profile: *Pinus halepensis* is native to the Mediterranean region, is drought tolerant and has a moderate to slow growth rate, reaching 60-70 feet tall and 40 feet wide. Generally this pine species has an upright and slightly spreading, single stemmed form but it is not uncommon to find multi-stemmed individuals. Considered to have a “strong” branch strength rating.

SUMMARY: Based on observable characteristics of the subject tree I do not believe there is a high level of risk of any part of this pine failing anytime soon given normal, expected weather patterns. However, as this is clearly a co-dominantly structured tree, there are inherently risky elements present. Two of the stems are possibly displaying included bark and there is active sap flow from at least one; there is a medium probability that one of these larger stems could give way. For this reason, it is highly suggested that the entire canopy be thinned and reduced in order to allow for better wind movement through the crown and to lessen the loading on the lower points of the main stem attachments. This is going to be especially important on the larger limb that is nearest the garage and residential building, as this is the stem which also has the sap flow. This level of mitigation will not remove all risk, however, it will greatly reduce the chance of a failure and leave the tree with a low risk level.

As a side note, it is assumed that because of the water drainage issues, that some type of repairs will be needed along the curb and gutter sometime in the future. If and when any such hardscape work is undertaken, it is highly recommended that any roots exposed during the construction process be examined to determine if there will be any adverse impacts to stability prior to cutting.

The intent of this report was to provide as complete and unbiased an opinion as possible with regards to the current health and condition of the specific tree discussed above. It is hoped that the information provided is sufficient to enable management staff to make necessary decisions with regards to the maintenance of both trees. However, should you have any questions or require additional information, please feel free to contact me at (714) 991-1900 ext., 149.

Respectfully,

Rebecca Mejia

Rebecca Mejia

ISA Certified Arborist #WE-2355A

ISA Tree Risk Assessment Qualified (TRAQ)

West Coast Arborists Inc.



Figures 1-3. Showing the Aleppo Pine located in front of 2971 Salmon Drive, as seen from three different perspectives. The crown of this tree is fairly well balanced, with slightly more weight situated over the front yard area.

One small area of concern is with the number of stems arising from the main stem, this is considered “co-dominant” structure and is not characteristic of the species, which is more known to have a singular main stem.





Figures 4-6. Showing closer images of the four co-dominant stems. At least two of the points of attachment appear to possibly have included bark. There is also an area where active sap flow is present near one of these areas. This could become a problem later as the stems continue to increase in size and weight. The tree has produced some good reaction wood around the areas directly under the ridges, which does add some supportive strength to the areas.

At this time, it is suggested that the tree be thinned and reduced in order to lessen the loading on the lower trunk and stems.



Fig #10



Fig #11

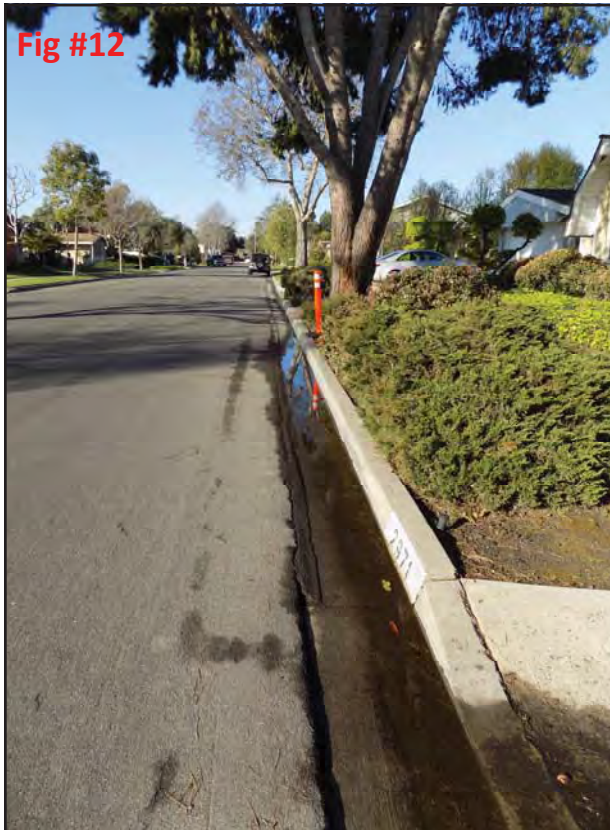


Fig #12

Showing the various degrees of damage to the surrounding hardscape elements.

Figure 10. The sidewalk panels are lifted and have been ground down in order to reduce potential trip hazards.

Figure 11. There is buckling and lifting of the asphalt roadway, most likely this is also due to root growth.

Figure 12. Water movement has been impeded and there is standing water in the gutter. This too is most likely being caused by tree roots



ASSUMPTIONS AND LIMITING CONDITIONS

1. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the Consultant can neither guarantee nor be responsible for the accuracy of information provided by others. Standard of Care has been met with regards to this project within reasonable and normal conditions.
2. The Consultant will not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
3. Loss or alteration of any part of this report invalidates the entire report.
4. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior written consent of the Consultant.
5. This report and any values expressed herein represent the opinion of the Consultant, and the Consultant's fee is in no way contingent upon the reporting of a stipulated result, a specified value, the occurrence of a subsequent event, nor upon any finding to be reported.
6. Unless expressed otherwise: 1) information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection; and 2) the inspection is limited to visual examination of accessible items without dissection, excavation, or coring, unless otherwise stated. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the tree(s) or property in question may not arise in the future.
7. Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. It is highly recommended that you follow the arborist recommendations; however, you may choose to accept or disregard the recommendations and/or seek additional advice.
8. Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time.
9. Any recommendations and/or performed treatments (including, but not limited to, pruning or removal) of trees may involve considerations beyond the scope of the arborist's services, such as property boundaries, property ownership, site lines, disputes between neighbors, and any other related issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist can then be expected to consider and reasonably rely on the completeness and accuracy of the information provided.
10. The author has no personal interest or bias with respect to the subject matter of this report or the parties involved. He/she has inspected the subject tree(s) and to the best of their knowledge and belief, all statements and information presented in the report are true and correct.
11. Unless otherwise stated, trees were examined using the tree risk assessment criteria detailed by the International Society of Arboriculture's publications *Best Management Practices – Tree Risk Assessment* and the *Tree Risk Assessment Manual* and *A Photographic Guide to the Evaluation of Hazard Trees* (Matheny & Clark).

July 5th, 2016

Ms. Mary Kingman
 Rossmoor Community Services District
 3001 Blume Drive
 Rossmoor, California 90720

Dear Ms. Kingman:

I spoke with you on October of 2015 regarding a 60 foot Pine Tree located at 2971 Salmon Drive directly across the street from my home 2972 Salmon Drive.

This tree should be removed however, according to you this tree is just water stressed, per your letter to me copy attached dated January 27, 2016. You state you will have this tree watered twice a month, when in fact you never sent a water truck. If so I would like to see a copy of the requestion and on what days and dates has the tree been watered. This tree also has fungus which was also told to you last year. Now the fungus as infilted my 50 year old Monterey Pine tree, along with three of my Crepe Myrtle trees (which I was told just today need to be replaced) along with my beautiful parkway tree which is no longer a beauty it is dying slowly. This Pine tree should have never been planted in a parkway due to its size. This tree belongs in a park setting. It is a hazarrd to all residential homes. CONGRATULATIONS JOB WELL DONE. YOU SAVE ONE FUNGUS RIDDEN TREE AND I LOST SEVEN TREES. Thank you for your kindness. GOOD JOB WELL DONE

In the Rossmoor Signature News Letter you state in your article to please all those who read this please let you know before a potential tree catastrohe happens. Are you a licensed tree arborist???? Having grown up on a ranch I wish to inform you that should we have a Santa Ana or a Storm this tree will directly fall on my home and split it into two. However, before the tree reached my house it will also take out the electrical wires in its path, this will cause this particular tree to catch fire. It will go up as a tinder box but dont you worry you dont live on this street.

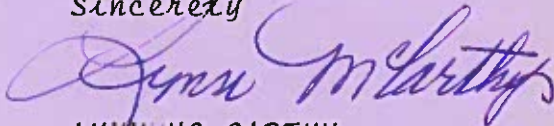
This TREE IS A PUBLIC RISK you have again done a great job. Would you like to tell me how we get to the 90 year old who owns the house at 2971 or the lady next door who is 86. I am sure when the fire occurs you will come to our aid. NOT..... This tree is bone dry and rotten in the center from fungus why dont you look at the bark also you can see the infestation.

If you did not wish to remove this tree you should have trimmed the tree and it should have been sprayed. To late now the tree has spread the fungus to all my trees. Wont be long before the whole street in infested from this one cheerful dying tree.

Thank you for also sending me a copy of the Rossmoor Tree maintenance policy. I have enclosed a copy you will note that several of your 3080.40 Tree Removal valid reasons for removing a tree apply to this tree.

I am 70 years old and you have upset me emotionally and now the rest of my trees are at risk for this fungus. Not to mention (death) I do not wishto die being crushed to death. So far I am losing seven trees along with the Azaleas are now starting to die. I thank you again for not processing this 60 foot tree in the proper manner.

THIS TREE IS A PUBLIC HAZARD. 3080.41 THIS TREE AS YOUR PAPER STATES HAS A SPLIT TRUNK IT IS FIVE HUGE SEPERATE TRUNKS. IF A HUGE WIND STORM COMES T#IS TREE WILL SURELY GO DOWN. WHOSE HOUSE WILL GO FIRST AND WHAT WILL YOU DO WHEN OUR WHOLE STREET IS BARREN OF TREES FROM THIS FUNGUS??????
Sincerely



LYNN MC CARTHY
Rossmoor Homeowner since 1972

10-15-2016

Mrs. Mary Kingman
3001 Blume Drive
Rossmoor, CA 90720

Dear Miss Kingman:

Enclosed please find consultation paper on my personal trees & the Aleppo Pine located at 2971, directly across the street from my house. You will see I hired a license arborist. I have for over one year been corresponding with you regarding this tree.

All your fancy articles state to let you know before a catastrophe happens. You really don't care, as long as you don't have to spend any money, you are very happy. Your letter to me states you would rather fix the sidewalks and fix the street, which this ~~the~~ pine tree has damaged. I thank you for sending the water truck, however, watering doesn't remove all the dead hanging ^{BROKEN} branches. When a child or person is injured from your lack of protecting the homeowners, human life can't be replaced. However, you own these trees you are responsible.

J.V.

Word on the street is you don't pay more than \$30.00 per tree to prune a tree. This tree needs more than \$30 - one branch pruning. The tree is half dead.

Also the tree canopy reaches clear across the street touching my Elder tree. It's a great umbrella as your news letter states wonderful shade. During a rain, heavy storm or heavy Santa Ana winds all these branches which are dead will surely break & fall off.

My Alder tree in the park way is slowly dying. It's my understanding these trees belong to you you own the parkway tree. See your letter copy attached your letter states if I remove my tree and replant you will remove the new tree. Nice is this what happened to the Crepe Myrtles planted blame you removed them?

You can see I hired at my own expense an licensed Arborist I paid for myself. And I will continue to do so until you deal with pine tree which should never have been planted in a residential area it's 60 feet tall. This tree is also dangerous to property and residents. It's also a huge fire hazard.

Thank you for all your articles in the Lossmoor news letter - its just to bad you don't respect the safety of our residents, our property and the safety of our children who play near this tree.

Sincerely,
Ann McElroy
Resident since 1972

Copy Consultation on
trees attached
Business Card attached
5- color photos attached

I have scheduled another
arborist for an additional
consultation

P.S.



There is not one tree as large as this pine tree in Rush Park. This pine tree has outgrown its space. I have driven all of Lossmoor not one tree this large height & width.

A M E R I C A N
arbor care

PROFESSIONAL TREE SERVICE

Brandon Gill

President

Certified Arborist • WE6574A

License 81

PH. 310.257.8686 • FAX 310.257.8666

americanarborcare@gmail.com

2049 Pacific Coast Hwy., Suite 214 • Lomita, CA 90717
www.americanarborcare.net

Invoice to:
 Lynn McCarthy
 2972 Salmon Dr.
 Los Alamitos, CA 90720
 (562) 431-0886

Service to:
 2972 Salmon Dr.
 Los Alamitos, CA 90720

P.O. #	Terms	Due Date
	Due on receipt	8/17/2016

Description	Qty	Rate
Consultation fee 8/16/16 received payment ck # 2165 Thank you! Front yard Deep root fertilize Junipers w/ fertilizer spikes & liquid fertilizer every 4 months Do not trim Junipers. Silversheen Pittosporums - aerate soil and fertilize w/ fertilizer spikes & liquid fertilizer Crape Myrtles - spray for Powdery Mildew Birch tree - watch for Aphids (1) Aleppo Pine at 2971 needs to be pruned. It's overgrown and a safety concern due to heavy canopy, potential limbs failures, lifting sidewalk & asphalt. Alder tree located on Parkway is in a stressed condition with considerable deadwood which needs to be removed. Included are watering instructions for established trees.		100.00

<i>Thank you!</i>			Total
			Payments/Credits
License #814653			Balance Due
Phone #	Fax #	E-mail	Web Site
(310) 257-8686	(310) 257-8666	stephanie13aac@gmail.com	www.americanarbore

Jan 18, 2017

Ms. Mary Kingman
Tree Consultant AC9D
3001 Blume Drive
Rosemead, Calif 90720

Dear Miss Kingman:

Thank you for your letter of 1-4-2017 however, I am confused. Thus, I am sure you can clarify for me. You say you are trying to contact the homeowner - he is 90 years old and deaf. However, he is very active he owns two BMW cars \$125,000.00 each auto. He the homeowner does not park under this pine tree unless for a quick minute. No one parks under it.

Another amazing thing happened we have had twice on our street, a little up the street, two times the tree trimmers. They stated they had no order or ever had order to trim the pine tree we are worried about. Also I wonder since you ordered it trimmed no one posted a sign - No Parking - Tree Trimming. Where is your requisition for this.

I suspect you looked at the pictures I sent you & assumed the car parked was homeowners, I think the car parked was the photographers auto. Surely, does anyone park under that tree.

Did you happen to hear on the news, an article written in the LA Times. A wedding took place in a park in Whittier, Calif the tree from being over saturated from the rain fell over and killed the brides mother. You seem to have no concerns with urgency to this pine tree.

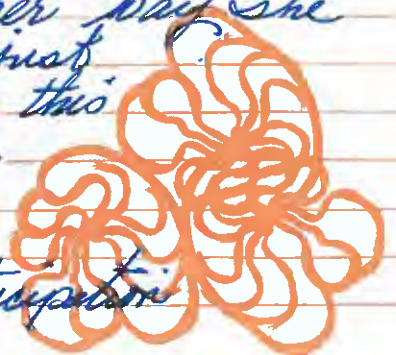
Your resistance and laissez-faire attitude is amazing to me. Maybe a KTLA News Truck and a letter from the Homeowner ~~please~~ would get you change your attitude. Tomorrow your tomorrow never come.

Your letter to me does confirm this Pine tree does have a large canopy and death growth within the crown. You also admitted this tree needs attention. ASAP Your plan is just write another letter, put it on the list move on. Wait + hope homeowner doesn't answer. We are now heading for a 6 day storm I hope I and my neighbors make it thru. Weather report says we shall have wind too.

Just for your info this pine tree has not been trimmed in over 10 years. So much for your four year plan. My parkway tree has dead branches + I have been told by the arborist which I hired and paid for myself. The tree is dying and needs dead wood trimmed off. See papers I sent to you. So you put the tree on the list with 200 other trees.

Lastly, I am so happy to know you are the person who decides the status on these trees. This tells me nothing is to be done just send out another letter + I hope I forget. I have been corresponding with you over one year. This is ample time for you to have taken the proper steps to secure this tree. To date you have done nothing!

This tree does not have one trunk it has more than five huge trunks going in all directions. If it cracks or falls + has the potential to take 3-4 homes with it. We have a newly widowed 86 yr old, we hope the tree does not fall her way she lives next door to this tree it's not just me all the neighbors are aware of this tree. It's a danger + safety hazard. Edison was out this AM at 7:00 AM trimming trees in the flood control away from the wires + power lines in anticipation of the coming storm.



yet here we all sit awaiting your approval and we pray our houses don't split in half & no one is maimed or killed from this hazardous tree.

I have a map of Foxmoor and would be happy to make you a copy. I have lived here since 1972 I have driven all streets & have not seen one "PARKWAY" tree of this size so large & looming broken branches dead crown - see your letter.

Please no more you need to stop your Tree Corner in the Foxmoor News Letter. You must tell the truth don't call you as you elected your policy shall be do nothing. Over a year you have been stalling with just letters.

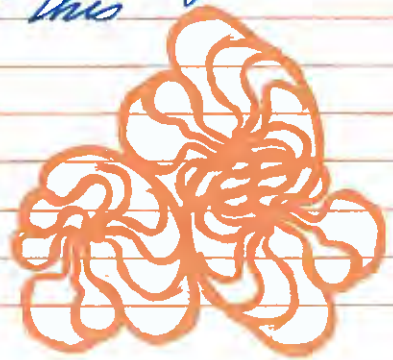
It still amazes me two times in last few months tree trimmers were on our street. They just trimmed the smaller trees this 60 foot Pine tree has been yet again pruned over.

My arborist who I paid for & no personal interest in said the Pine tree is a safety matter.

Why do you keep postponing all progress on this tree? you have elected to trim all other trees & by pass this tree. And my White Alder in parkway dying. Oh yes - you decide what gets done.

You should come down to our street & check this tree out yourself. Look at the pictures I sent you. Oh that's right you must wait and call homeowner, hope tree doesn't fall as you have no intention of dealing with this tree —

Lynn McCarthy

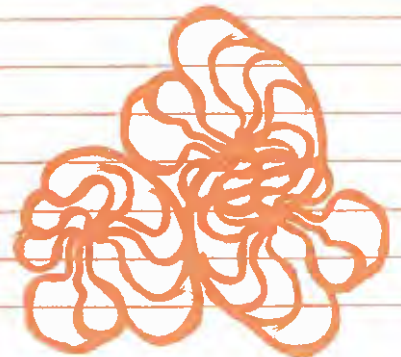


Are you the lady with the black hair who was taking pictures herself of this tree? If it was you - you would surely know the urgency of this tree.

If you are bent on saving this tree you need to give a large trim & trim more than every four years. This is a large overgrown tree. Oh - Why waste my time you do nothing put it on a call list & keep trying to call from owner - job well done - just wait for the destruction of homes, and hopefully no one gets killed or hurt. You are in charge - it will be on your desk - put it on call list. Good Luck

I do not ask anything more than would save lives, property and make our street safer

Thank you



January 27, 2016

Mrs. McCarthy
2972 Salmon Dr.
Rossmoor, CA 90720

Re: Tree Removal Request

Dear Mrs. McCarthy,

This letter is to follow up on your January 26, 2016 request to RCSD to have the parkway tree at 2971 Salmon Dr. removed.

I have inspected the tree and it does appear to be water stressed. I have added the tree to the District watering list and we will water twice monthly while drought conditions continue. I will also continue to monitor the tree for any further signs of declining health. At this time, I cannot authorize removal of this tree under Policy 3080, which I have attached.

Thank you,

Mary Kingman
Tree Consultant for RCSD
(562) 430-3707 x-106

July 20, 2016

Mrs. McCarthy
2972 Salmon Dr.
Rossmoor, CA 90720

Re: 2971 Salmon Drive

Dear Mrs. McCarthy,

This letter is to follow up on your July 5, 2016 letter in which you expressed concerns about the parkway tree at 2971 Salmon Drive.

The tree does not appear to have a 'fungus' as you mention. Fungus on trees usually appears either as mushroom-like structures or has a mossy, lichen-like appearance. The pathogen that is affecting White Alder trees, which is the tree in your parkway, along with Crape Myrtle trees is Phytophthora. This disease has been killing White Alder trees in Rossmoor for a few years now. So far 54 White Alder trees within Rossmoor parks and parkways have died from this disease and is now starting to kill Crape Myrtle trees as well. There is no spray that can stop this pathogen. An obvious symptom of this disease is a rapid decline of the tree crown, turning from green to brown within a few months or a few weeks. The Aleppo Pine across the street from you is not the cause or carrier of this disease as it does not exhibit the symptoms.

The Pine tree does show signs of drought and water stress and is watered twice monthly by our water truck.

The tree in question does not meet any of the qualifications for Tree Removal under section 3080.40. The tree appears to be structurally sound, is not creating problems that are considered valid reasons for removal since tree size or litter it creates are not valid reasons. It does not have a split trunk (which means a broken or cracked trunk, not multiple trunks). There are no records of limbs falling from it and it is not diseased or infested. As far as it being the 'wrong species for its location', there are many older trees that were planted by residents before the policy came into effect and under current policy they are not removed. Newly planted unauthorized trees are removed by RCSD or Orange County Public Works.

Thank you,

Mary Kingman
Tree Consultant for RCSD
ISA Certified Arborist
(562) 430-3707 x-106

January 4, 2017

Mrs. McCarthy
2972 Salmon Dr.
Rossmoor, CA 90720

Re: 2971 Salmon Drive

Dear Mrs. McCarthy,

This letter is to follow up on a letter we received on January 3, 2017, dated October 15, 2016, in which you expressed your ongoing concerns about the parkway Pine tree at 2971 Salmon Drive as expressed in previous letters to me and to which I have responded accordingly.

I ordered a trim on this tree back in September of 2016. The trimming crew has made several attempts to trim the tree but have been unable to due to a vehicle blocking the area they need to access in order to trim the tree. The crew posted notices and attempted to contact the resident, but had no luck in doing so. The tree was last pruned back on Nov. 11, 2014. Our parkway trees are on a four-year pruning schedule, but since the tree does have a large canopy and some dead growth within the crown, I ordered a trim sooner than the four-year schedule. We will continue to attempt to contact the resident so that we can have the tree trimmed. As for the sidewalk issues, you will need to contact Orange County Public Works since that agency manages sidewalk repairs. They prefer it that a resident call in a request themselves so that they can maintain their own service request records. The number to call is (714) 955-0200

In response to your concerns about the White Alder tree in your parkway, the tree is on my watch list, along with the other 221 White Alder trees in Rossmoor. As I mentioned in my previous letter, this species of tree has been greatly affected by a disease and continue to decline and die. I will add the tree to a removal list once they have reached the point where I determine that they will not recover from disease and when the risk of failure becomes eminent. I will check the tree for dead wood and have the tree trimmed if needed.

Thank you,

Mary Kingman
Tree Consultant for RCSD
ISA Certified Arborist
(562) 430-3707 x-106