

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



**Regular Meeting of the Board**  
Agenda Package

**November 14, 2023**

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

**REGULAR MEETING**

RUSH PARK  
Auditorium  
3021 Blume Drive  
Rossmoor, California 90720

**Tuesday, November 14, 2023**

**7:00 p.m.**

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**PUBLIC PARTICIPATION**

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

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

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

**A. ORGANIZATION**

- |                         |  |
|-------------------------|--|
| 1. CALL TO ORDER:       | 7:00 p.m.  |
| 2. ROLL CALL:           | Directors Barke, Maynard, Searles and Shade<br>President DeMarco |
| 3. PLEDGE OF ALLEGIANCE | Boy Scout Troop 642  |

4. PRESENTATIONS:

- a) ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT - LORA YOUNG, DISTRICT MANAGER
- b) CALIFORNIA HIGHWAY PATROL OFFICER MITCH SMITH RE: QUARTERLY TRAFFIC REPORT

**B. ADDITIONS TO AGENDA – None**

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

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

**C. PUBLIC FORUM**

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

**D. REPORTS TO THE BOARD**

- 1. RECREATION REPORT – RECREATION SUPERINTENDENT CHRIS ARGUETA
- 2. REPORT FROM THE AD HOC TRAFFIC/SAFETY COMMITTEE
- 3. REPORT FROM THE PARKS AND FACILITIES COMMITTEE

**E. CONSENT CALENDAR**

- 1. MINUTES:
  - a. Regular RCSD Board Meeting of October 10, 2023
- 2. SEPTEMBER 2023 REVENUE AND EXPENDITURE REPORT
- 3. LONG TERM/NONPROFIT USER PERMIT RENEWALS FOR USE OF DISTRICT PROPERTY
- 4. APPROVAL OF VACATION BUY-BACK SUBMITTALS FOR RCSD EMPLOYEES REQUESTING PARTICIPATION IN THE DECEMBER 2023 BUY-BACK PROGRAM

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

**F. PUBLIC HEARING:**

**None.**

**G. RESOLUTIONS:**

1. RESOLUTION NO. 23-11-14-01 REJECTION OF GOVERNMENT CLAIM
2. RESOLUTION NO. 23-11-14-02: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE 2023 ROSSMOOR WINTER FESTIVAL.

**ORDINANCES:**

**None.**

**H. REGULAR CALENDAR**

1. REPORT FROM THE AUDIT COMMITTEE RE: FY 2022-2023 AUDIT
2. REVIEW SCA AGREEMENT
3. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2023 ROSSMOOR WINTER FESTIVAL.
4. INTRODUCTION OF AN AMENDMENT TO POLICY NO. 6050 TO UPDATE THE FACILITIES – TENNIS COURTS POLICY TO INCLUDE PICKLEBALL
5. DISCUSSION AND POSSIBLE ACTION RE: EXTENDED HOURS FACILITY REQUEST FOR USE OF RUSH PARK AUDITORIUM, EAST ROOM, WEST ROOM AND FIELD 3 AT RUSH PARK

**I. GENERAL MANAGER ITEMS**

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

**J. BOARD MEMBER ITEMS**

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

**K. GENERAL COUNSEL ITEMS**

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

**L. ADJOURNMENT**

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

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

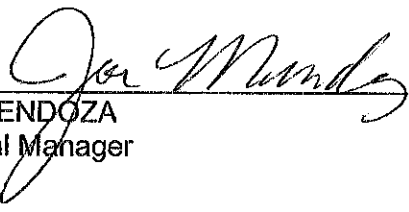
*Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the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

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

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the November 14, 2023, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

  
\_\_\_\_\_  
JOE MENDOZA  
General Manager

Date 11/9/2023

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4(a)**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT – LORA YOUNG,  
DISTRICT MANAGER

**RECOMMENDATION**

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

**BACKGROUND**

Lora Young, District Manager, will provide an overview of Orange County Vector Control services.

**ATTACHMENTS**

None

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4(b)**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** CALIFORNIA HIGHWAY PATROL OFFICER MITCH SMITH RE: QUARTERLY TRAFFIC REPORT

**RECOMMENDATION**

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

**BACKGROUND**

California Highway Patrol Officer, Mitch Smith, will present the quarterly traffic report.

**ATTACHMENTS**

None



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM D-1**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Recreation Superintendent Chris Argueta

**Subject:** RECREATION REPORT – RECREATION SUPERINTENDENT CHRIS ARGUETA

**RECOMMENDATION**

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

**INFORMATION**

The Recreation Report is intended to provide the Rossmoor Community Services District (RCSD) Board of Directors with the status of activities and programs being performed to further the District's Recreation Programs

**ATTACHMENTS**

1. Recreation Report
2. Rossmoor Park Activity Report
3. Rush Park and Montecito Activity Reports

# RCSD RECREATION DEPARTMENT

## RECREATION REPORT

### NOVEMBER 2023

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#### SUMMARY

We continue to see more and more families coming out to enjoy our beautiful parks in Rossmoor. The District's Recreation Department continues to provide a safe and clean environment for the community. Keep an eye out for some great upcoming community events and programs.

#### Past

- **Movies in the Park** - Summer movies closed with *Lightyear* on July 14<sup>th</sup> the feature presentation started at dusk. Free arts & crafts and bounce house starting at 6pm along with some light snacks available for purchase.
- **Shakespeare by the Sea** was back at Rush Park. Patrons brought picnics, blankets, and beach chairs and enjoyed an evening of live entertainment on July 15<sup>th</sup> with the performance of *The Tragedy of Hamlet* and on July 16<sup>th</sup> for the performance of *Twelfth Night or What You Will*, with both performances starting at 7pm.
- **Rossmoor Family Festivals** finished up the summer series on September 9<sup>th</sup> at Rush Park, with *Stone Soul* playing to a packed park of patrons dancing and having a great time, one of the most attended events we've had to date.
- **Heroes Appreciation Luncheon** - The Los Alamitos Chamber of Commerce and Rossmoor Community Services District co-hosted the luncheon on September 21<sup>st</sup> in the Rush Park auditorium. Which honored our medical frontline workers and those in uniform for their bravery and courage.
- **Harvest Festival** - On October 26<sup>th</sup>, an afternoon of family fun was had by all that attended the event which was in collaboration with the Thursday farmers market at Rush Park. There was a great response from those in attendance who enjoyed all that was offered. Pumpkin painting, cooking decorating, crafts, pony rides, and a costume contest with prizes along with music and photo opportunities were provided.

# RCSD RECREATION DEPARTMENT

## RECREATION REPORT

### NOVEMBER 2023

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#### Upcoming

- **Blood Drive** - Wednesdays at Rush Park. The third Wednesday of each month. American Red Cross will be hosting a blood drive on November 15th. To schedule a donation, visit [www.redcrossblood.org](http://www.redcrossblood.org)
- **Fentanyl Crisis Town Hall Meeting** on November 16<sup>th</sup> at the Rush Park auditorium from 6:30–8:00pm will be hosted by Orange County Sheriff's Department, Orange County Health Care Agency, and concerned resident Kimi Nilsen. They will be providing up-to-date information about the fentanyl epidemic and giving away free lifesaving naloxone to all in attendance.
- **Bulky Item Clean Up** with CR&R on November 18th from 9am-12pm at Rush Park Parking Lot. Residents may bring acceptable items that cannot be picked up on regular days, items should not exceed 8 feet in length.
- **Compost Giveaway** on November 18th from 9am-12pm at Rush Park Parking Lot. CR&R will be distributing 2 free bags of compost to residents and valued customers.
- **Rossmoor Winter Festival** is back on December 9th from 4pm-9pm with many local school performances, live band, snow zone, kids' zone, vendors, food trucks, pony ride, petting zoo, and of course Santa himself will be by to join in on the holiday fun. As always, we are looking for great local sponsors who would like to be part of this great community event.

# RCSD RECREATION DEPARTMENT

## RECREATION REPORT

### NOVEMBER 2023

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#### Ongoing

- **Farmers Market** at Rush Park every Thursday beginning at 4pm with free kids' entertainment beginning at 5pm.
- **American Red Cross** hosts a monthly blood drive the third Wednesday of each month, the next blood drive will be on November 15th. To schedule a donation, visit [www.redcrossblood.org](http://www.redcrossblood.org)
- **Rascals After School Program** at Rossmoor Park in conjunction with Youth Center. The program offers a fun, safe and supervised place for youth to spend their time after school, build friendships, learn new skills and discover their passions. Games, crafts, sports, library, music corner, science and tutoring/homework help are available at the center. For more information, visit [TheYouthCenter.org](http://TheYouthCenter.org).

The Recreation Department continues to look ahead and begin to plan for future programming and community events. We look forward to providing opportunities for the community to get together and enjoy the parks and community of Rossmoor. The Recreation Department is excited about what is in store for Rossmoor as we continue forming new partnerships and continue building community involvement.

**ROSSMOOR PARK  
AUGUST-OCTOBER 2023**

<b>ROSSMOOR</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>LOCATION TOTAL:</b>
<b>PLAYGROUND</b>	3372	3549	3618	10539
<b>WALK/RUN</b>	1167	1299	1287	3753
<b>TENNIS/PICKLEBALL</b>	1849	1884	1946	5679
<b>BASKETBALL</b>	443	483	406	1332
<b>VOLLEYBALL</b>	89	50	46	185
<b>*FIELDS 1,2,3</b>	4425	4109	4097	12631
<b>PICNIC SITE A</b>	610	584	477	1671
<b>PICNIC SITE B</b>	384	341	299	1024
<b>PICNIC SITE C</b>	105	143	122	370
<b>COMMUNITY ROOM</b>	422	569	513	1504
<b>OTHER</b>	311	298	322	931
<b>MONTHLY TOTAL:</b>	<b>13177</b>	<b>13309</b>	<b>13133</b>	<b>39619</b>
				<b>QUARTERLY TOTAL</b>

\*Includes: LAGSL Practices & Games

Activity: Based on Staff Observation and or Reservation System

Formulas Used

Weekly Park Activity Totals / 7 Days = Daily Average

Daily Average X Days in the Month = Monthly Average (ex. playground, walk/run)

Daily Average X Days in the Month + Reservations = Monthly Average (ex. picnic site, basketball)

**RUSH PARK & MONTECITO CENTER  
AUGUST-OCTOBER 2023**

<b>RUSH PARK</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>LOCATION TOTAL:</b>
<b>PLAYGROUND</b>	3731	3691	3750	11172
<b>WALK/RUN</b>	1399	1377	1385	4161
<b>* FIELDS 1,2,3</b>	8417	8008	4887	21312
<b>PICNIC SITE A</b>	1923	1954	2018	5895
<b>PICNIC SITE B</b>	901	910	899	2710
<b>AUDITORIUM</b>	1377	1353	1347	4077
<b>EAST ROOM</b>	429	422	431	1282
<b>WEST ROOM</b>	70	67	74	211
<b>OTHER</b>	442	461	451	1354
<b>MONTHLY TOTAL:</b>	<b>18689</b>	<b>18243</b>	<b>15242</b>	<b>52174</b>
* Includes: Festivals & Community Events				<b>QUARTERLY TOTAL</b>
<b>MONTECITO</b>	694	689	699	<b>2082</b>
Activity: Based on Staff Observation and or Reservation System				<b>QUARTERLY TOTAL</b>

Formulas Used

Weekly Park Activity Totals / 7 Days = Daily Average

Daily Average X Days in the Month = Monthly Average (ex. playground, walk/run)

Daily Average X Days in the Month + Reservations = Monthly Average (ex. auditorium, picnic site)

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM D-2**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** REPORT FROM THE AD HOC TRAFFIC/SAFETY COMMITTEE

#### **RECOMMENDATION**

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

#### **BACKGROUND**

At the October 16, 2023 Ad Hoc Traffic/Safety Committee Meeting, Wei Zhu, Senior Civil Engineer, Orange County Public Works Traffic Investigations and Studies, continued the discussion regarding the traffic study currently being conducted along the Bradbury Road and Montecito Corridor.

#### **INFORMATION**

The Committee and Orange County Public Works are seeking to gain a consensus on which remedy will best suit the Rossmoor community while addressing the multitude of traffic concerns. RCSD and OCPW are working in cooperation to disseminate information to the entire Rossmoor Community which will include various options for Montecito Road North, School Area – Shakespeare Dr./Bostonian Dr., Montecito Road South and Bradbury Road and the possible use of roundabouts.

RCSD will be scheduling an informational open house at Rush Park on December 14<sup>th</sup> for residents to get informed and ask questions regarding the proposed road changes (see attachments). Patrons will also be able to access additional information at our Winter Festival on December 9<sup>th</sup> by visiting the RCSD booth. It is anticipated that mailing surveys out to all residents will begin after January 1<sup>st</sup>.

## **ATTACHMENTS**

1. OCPW Proposed Road Changes





# Special District of *Rossmoor* California

## Survey

Thank you for your time in providing your input for this survey. The County of Orange's Public Works Department and the Rossmoor Community are evaluating several road improvements and would like your involvement in the planning process by providing your opinions.

This survey includes recommendations for (5) Rossmoor areas that are under consideration. Please complete this survey to share any insights and opinions by **January 31, 2024**.

Thank you!



The map identifies areas that are under consideration for improvements.

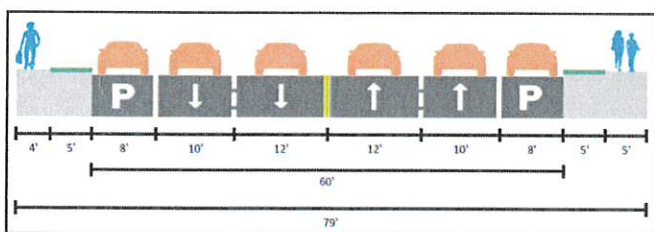
- 1) **Montecito Road – North:**
  - a. One lane per direction, a center turn lane, bike lanes, and parallel parking
- 2) **School Area – Shakespeare Dr./Bostonian Dr.**
  - a. One lane per direction, a center turn lane, bike lanes, and parallel parking
- 3) **Montecito Road – South:**
  - a. One lane per direction, a center turn lane, bike lanes, and parallel parking
- 4) **Bradbury Road:**
  - a. Radar feedback signs: (one in each direction)
  - b. Raised medians (25' long)
  - c. 25mph stencils (one in each direction)
- 5) **Montecito Intersections at Shakespeare, Bostonian, & Bradbury Rd:**
  - a. Add traffic circles

## Montecito Road – North (From Bradbury Rd. to Davenport Rd)



### Existing:

- Two lanes in each direction
- No left-turn lane
- No bike lane
- Parallel parking on both sides



### Proposed:

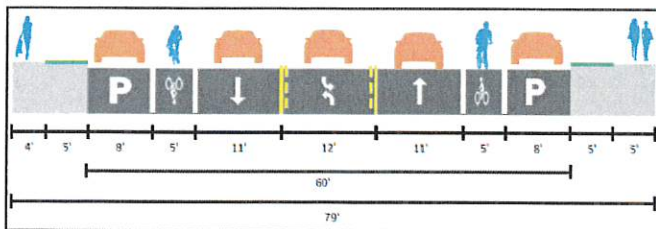
- One lane in each direction
- Two-way left-turn lane
- One bike lane on each side
- Parallel parking on both sides

### Do You Support?

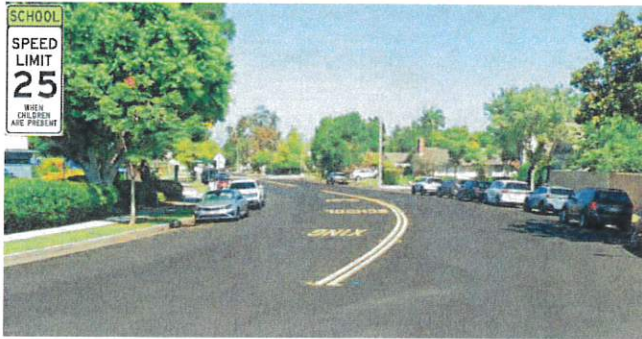
A: Yes

B: No

Comments:

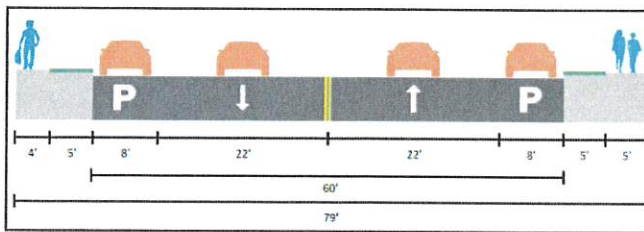


## School Area – Shakespeare Dr./Bostonian Dr.



### Existing:

- No left-turn lane
- No bike lane
- Parallel parking on both sides



### Proposed:

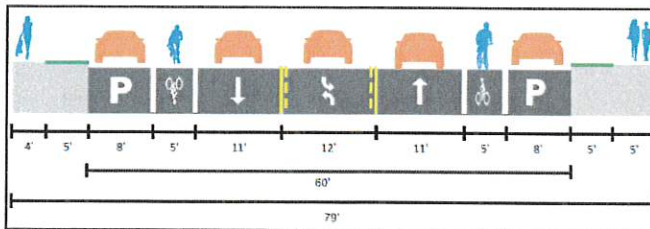
- Two-way left-turn lane
- One bike lane on each side
- Parallel parking on both sides

### Do You Support?

A: Yes

B: No

### Comments:

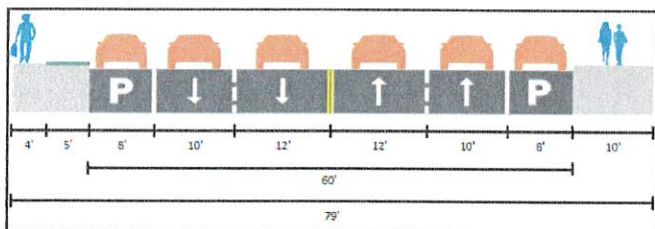


## Montecito Road – South (From Bradbury Rd. to Druid Ln.)



### Existing:

- Two lanes in each direction
- No left-turn lane
- No bike lane
- Parallel parking on both sides



### Proposed:

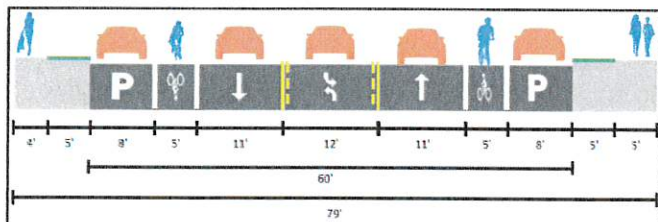
- One lane in each direction
- Two-way left-turn lane
- One bike lane on each side
- Parallel parking on both sides

### Do You Support?

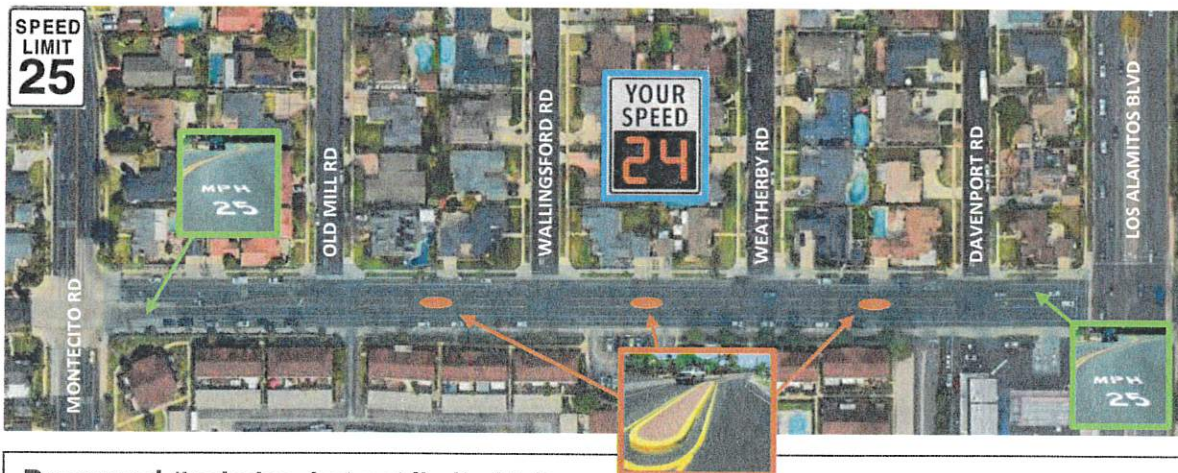
A: Yes

B: No

Comments:



## Bradbury Road (From Montecito Rd. to Davenport Rd.)



**Proposed** (includes, but not limited to):

- a) Radar speed feedback signs: (one in each direction)<sup>1</sup>
- b) Raised medians (25' long)
- c) 25mph stencils (one in each direction)

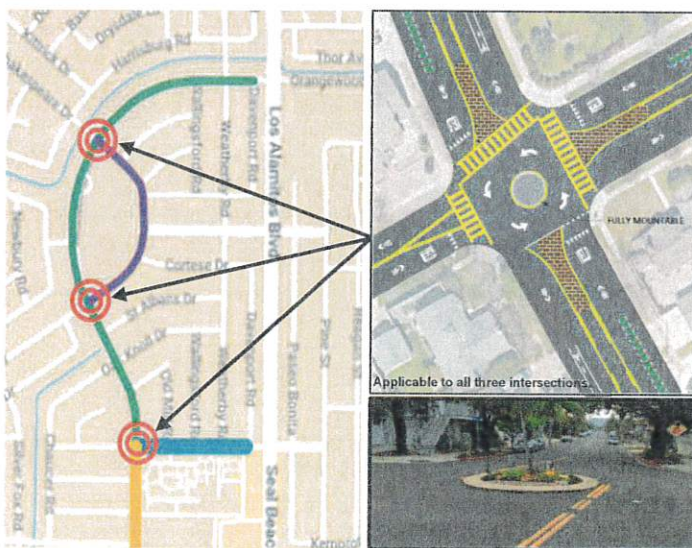
**Do You Support?**

**A: Yes**

**B: No**

Comments:

## Montecito Rd. Intersections at Shakespeare, Bostonian, and Bradbury:



**Proposed:**

- Mini roundabouts/traffic circles

**Do You Support?**

**A: Yes**

**B: No**

Comments:

<sup>1</sup> Final placement of radar speed feedback signs (RSFS) will consider field conditions and resident support.



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM D-3**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** REPORT FROM THE PARKS AND FACILITIES COMMITTEE

**RECOMMENDATION**

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

**INFORMATION**

The Parks and Facilities Committee met on November 1, 2023 to discuss the following agenda items:

**UPDATE REGARDING THE STATUS OF CONTRACT WITH TAYLOR TENNIS COURTS INC. FOR PICKLEBALL COURT CONVERSION AND RESURFACING OF TENNIS AND BASKETBALL COURTS**

The Public Works Agreement with Taylor Tennis Courts, Inc. has been executed and work is scheduled to begin on November 20, 2023. It is anticipated that the project will take approximately three weeks to complete.

**UPDATE ON THE ROSSMOOR COMMUNITY SERVICES DISTRICT FLAG**

Several quotes have been received and reviewed and the District will be placing an order for both indoor and outdoor versions of the RCSD flag.

**REVIEW SPECIFICATIONS AND FLOORING FOR THE RUSH PARK AUDITORIUM**

A bid package is being developed for public announcement.

## **STUDY SESSION TO DISCUSS LIST OF POSSIBLE DISTRICT POLICY UPGRADES AND ADDITIONS**

A study session was held to review a list of District Policies and Procedures that were identified as needing updates. Those policies will be reviewed for possible changes during appropriate committee meetings.

### **ATTACHMENTS**

1. Public Works Agreement with Taylor Tennis Courts, Inc.



## ROSSMOOR COMMUNITY SERVICES DISTRICT PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") dated October 23, 2023 ("Effective Date") is made by the Rossmoor Community Services District, a public agency ("DISTRICT") and Taylor Tennis Courts, Inc., a California Corporation ("CONTRACTOR").

DISTRICT desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

### 1. SCOPE OF WORK.

The Work consists of the following:

- **Preparation:** Pressure wash all court surfaces and rinse with clean water. Patch cracks and spalls. Prime any exposed areas of concrete.
- **Acrylic Resurfacer:** Apply by squeegee, one coat of acrylic resurfacer with 60 silica sand as base coat and as filler.
- **Color Texture Coats:** Apply by squeegee, one coat of Plexipave Acrylic Texture System with 60 silica sand.
- **Color Coat:** Apply one coat by squeegee of Plexipave Color System with no sand. This coat seals in the sand coats and improves the color of the court. The color of the court shall be determined from **STANDARD COLORS** on Plexipave color chart.
- **Play Lines:** The play lines shall be sharp and accurate for tennis and basketball and pickleball. White textured line paint shall be applied between strips of masking tape. **When surfacing is complete, 2 days must pass before playing on court to ensure proper cure (see note below).**
- **Caulking:** Clean out approximately 355' of expansion joints on tennis courts under net lines and at 30' openings between courts. Clean out 55' of expansion joint across basketball court and install, in all joints, a two-part urethane caulk by Sika to seal the joints.
- **Net Posts/Nets:** Douglas Pickleball Premier SQ Surface Mount Net Posts: 3" square net posts with 11 gauge steel wall thickness; Complete with welded lacing rods, Cast aluminum ally caps and gear housings; Baked on polyester powder coat; Removable chrome plated handle for superior protection; Internally wound featuring a self-locking gear; Plated steel gears; Case hardened small gear function is 30-to-1 to ensure easy operation; Thick bottom

base plate to secure to old or new construction. Comparable products will be considered.

The Work is further described in the "Contract Documents" referred to below. The Project is known as the Rossmoor Park Pickleball Court Conversion and Basketball, Tennis and Pickleball Resurfacing ("Project").

## 2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- a. This Agreement.
- b. CONTRACTOR's bid, but excluding any "agreement" or "contract" contained therein.
- c. Notice inviting bids.
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions.
- e. Certificates of Insurance.
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond.
- g. Summary of Public Contract Code section 9204.
- h. Supplements, attachments, and exhibits attached to the above items.
- i. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- j. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. DISTRICT'S REPRESENTATIVE.

The DISTRICT's Representative is Joe Mendoza, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by DISTRICT. Such approval shall be at DISTRICT's sole discretion.

(b) Personnel. DISTRICT has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by DISTRICT. This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of DISTRICT by the Project Manager, and in accordance with the time of performance set forth in Section 8.

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

Sixty-One Thousand Three Hundred Ninety Five Dollars (\$61,395.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in DISTRICT's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within twenty-five (25) calendar days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

DISTRICT may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the DISTRICT's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the DISTRICT, this Agreement may be terminated at the option of DISTRICT effective upon CONTRACTOR's receipt of a second notice sent by the DISTRICT indicating that the DISTRICT has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by DISTRICT.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, DISTRICT may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. [intentionally omitted]

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, DISTRICT may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The DISTRICT shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties,

and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after DISTRICT's giving notice of termination, (a) give the DISTRICT written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the DISTRICT that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the DISTRICT of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, DISTRICT may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to DISTRICT for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by DISTRICT. In such event, DISTRICT may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

**12. DISPUTES PERTAINING TO PAYMENT FOR WORK.**

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

**13. SUPERINTENDENCE BY CONTRACTOR.**

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

**14. INSPECTION BY DISTRICT.**

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by DISTRICT to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. DISTRICT shall have the right of access to the premises for inspection at all times. However, DISTRICT shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

**15. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.**

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement.

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by DISTRICT. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by DISTRICT. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

#### 16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every week during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that week. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to DISTRICT's Finance Department and processed for payment by obtaining approval from the DISTRICT Council to issue a warrant.

Within three (3) days following approval by DISTRICT's Board of Directors to issue a warrant, DISTRICT shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against DISTRICT by persons who furnished labor or materials for the Work, if required by DISTRICT.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to DISTRICT for substitution for the retained funds. If DISTRICT approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to DISTRICT arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; DISTRICT shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to DISTRICT. If DISTRICT does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the DISTRICT General Counsel, determines that the claim is meritorious, DISTRICT may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work;

provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from DISTRICT.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DISTRICT.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to DISTRICT, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond on an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to DISTRICT. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook.

CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The Materials and Workmanship Warranty period shall be one (1) year on the maintenance treatments, such as crack sealing and seal coat, and the Pavement Performance Warranty period shall be one (1) year at the four (4) removal and replacement hot mix asphalt areas. These warranties begin on the recorded date of completion. In the event that DISTRICT discovers or becomes aware of any defects, in the sole and absolute discretion of DISTRICT, CONTRACTOR shall promptly make any and all necessary repairs at CONTRACTOR'S sole cost and expense.

The rights and remedies available to DISTRICT pursuant to this provision shall be cumulative with all rights and remedies available to DISTRICT pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by DISTRICT, shall constitute a waiver of any rights or remedies available to DISTRICT against CONTRACTOR.

#### 19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless DISTRICT and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the DISTRICT, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the DISTRICT for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the DISTRICT. This provision shall supersede and replace all other indemnity provisions contained either in the DISTRICT's specifications or CONTRACTOR's proposal, which shall be of no force and effect.



CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless DISTRICT from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against DISTRICT for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by DISTRICT or the deposit with DISTRICT by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the DISTRICT and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and DISTRICT are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of DISTRICT's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to DISTRICT by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the DISTRICT.

## 20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and DISTRICT has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of DISTRICT to approve same shall alter or invalidate the

provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to DISTRICT. CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the DISTRICT and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by DISTRICT. These have been approved by the DISTRICT's General Counsel. The terms of any specific contract with the DISTRICT are controlling. Prior to the commencement of any work, the DISTRICT requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

\$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured: "The Rossmoor Community Services District and its elected and appointed boards, officers, agents, and employees are additional insureds

with respect to the subject project and agreement."

(2) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to DISTRICT."

(3) Other Insurance: "Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy." If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by DISTRICT. No policy of insurance issued as to which the DISTRICT is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

#### 21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish DISTRICT, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to DISTRICT's Risk Management.

#### 22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to DISTRICT the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

#### 23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776. CONTRACTOR shall furnish each week to DISTRICT's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

#### 24. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate. The CONTRACTOR will require that the above provision is included in all subcontracts.

27. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to DISTRICT.

28. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the DISTRICT Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to DISTRICT pursuant to this Agreement shall be addressed as follows:

Rossmoor Community Services District  
3001 Blume Drive  
Rossmoor, CA 90720  
Attn: Joe Mendoza

Notices required to be given to CONTRACTOR shall be addressed as follows:

Taylor Tennis Courts, Inc.  
1250 N. La Palma Circle  
Anaheim, CA 92806  
Attn: David Taylor

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Contractor's Best Insurance  
20335 Ventura Boulevard, Suite 426  
Woodland Hills, CA 91364  
Attn: Shilo Crane

**29. INDEPENDENT CONTRACTOR.**

The parties hereto acknowledge and agree that the relationship between DISTRICT and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the DISTRICT. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with DISTRICT, whether general or limited, and no activities of DISTRICT or CONTRACTOR or statements made by DISTRICT or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

**30. PERS ELIGIBILITY INDEMNIFICATION.**

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the DISTRICT, CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of DISTRICT.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and

subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by DISTRICT, including but not limited to eligibility to enroll in PERS as an employee of DISTRICT and entitlement to any contribution to be paid by DISTRICT for employer contribution and/or employee contributions for PERS benefits.

31. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

32. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

33. RESOLUTION OF CONTRACTOR CLAIMS

CONTRACTOR claims, as defined in Public Contract Code section 9204, shall be resolved in accordance with the provisions of Section 9204 and applicable law. A summary of Section 9204 is attached hereto and incorporated herein by reference.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the DISTRICT and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by DISTRICT prior to CONTRACTOR performing the additional services.

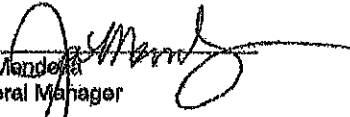
It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from DISTRICT shall be barred and are unenforceable.

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

[SIGNATURES ON FOLLOWING PAGE]

**DISTRICT**

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

  
\_\_\_\_\_  
Joe Mendez  
General Manager

Date: 11/1/2023

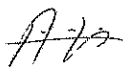
**CONTRACTOR**

**TAYLOR TENNIS COURTS, INC**

  
\_\_\_\_\_  
David Taylor  
Secretary and Treasurer

Date: 11/3/2023

**APPROVED AS TO FORM FOR  
DISTRICT**

  
\_\_\_\_\_  
Tarquin Preziosi  
General Counsel

Date: 11-9-2023



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1a**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Administrative Assistant Carolyn Whang

**Subject:** MINUTES REGULAR RCSD BOARD MEETING OF OCTOBER 10, 2023

**RECOMMENDATION**

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

- a. Regular RCSD Board Meeting of October 10, 2023

**INFORMATION**

The Minutes reflect the actions of the RCSD at their meeting of October 10, 2023.

**ATTACHMENTS**

- 1. Minutes – Regular RCSD Board Meeting of October 10, 2023



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

**REGULAR MEETING**

RUSH PARK  
Auditorium  
3021 Blume Drive  
Rossmoor, California 90720

**Tuesday, October 10, 2023**

**A. ORGANIZATION**

1. CALL TO ORDER:

7:00 p.m.

2. ROLL CALL:

Present:

Directors Barke, Maynard, Searles, Shade, President DeMarco

3. PLEDGE OF ALLEGIANCE:

Boy Scout Troop 642

4. PRESENTATIONS:

President DeMarco announced Item d. will be heard at this juncture.

a. Recognition of Sponsors for the Summer Family Festivals

On behalf of the Board, President DeMarco thanked and recognized all sponsors of RCSD's summer events and presented each with plaques in appreciation for their service.

b. Presentation by Douglas Davert (Chair) and James Fisler (Commissioner) Orange County Local Area Formation Commission (OCLAFCO)

Jim Fisler, Commissioner, OCLAFCO, spoke about the organization; addressed a Municipal Services Review (MSR) and their annual tour of special districts as RCSD's elected representatives; referenced their Special District Dialogue quarterly emails and outreach efforts including a biannual publication, "The Pulse", sent to General Managers and elected officials and deferred to OCLAFCO Chair Douglas Davert.

Douglas Davert, Chair, OCLAFCO, urged the Board to call him, directly, with questions or concerns.

c. Golden State Water – Ken Vecchiarelli, Orange County District General Manager

Ken Vecchiarelli, Orange County District General Manager narrated a presentation regarding Golden State Water Company capital projects and an update on conservation measures and legislation and offered to respond to questions from the Board.

Discussion followed regarding additional State regulation guidelines and timelines, rates, the status of the fire hydrant replacement project and the moratorium periods.

d. Fentanyl Awareness Presentation by Sgt. Gunsolley and Resident Kimi Nilsen

Orange County Sheriff Captain A.J. Patella expressed appreciation for the recent Heroes Luncheon.

President DeMarco thanked Judy Klabouch, who first envisioned the program, along with Los Alamitos Chamber of Commerce President Nesi Stewart; introduced her representative, Kristen and expressed his appreciation to those involved in producing the event. On behalf of the Board, President DeMarco presented flowers and a plaque to Ms. Klabouch and Ms. Stewart in appreciation for the successful event.

Orange County Sheriff Sergeant Brian Gunsolley, Public Affairs and Community Engagement Division introduced Resident Kimi Nilsen, Event Organizer; discussed engagement of a healthcare agency and training; outlined format of the fentanyl seminar; discussed statistics, marketing to schools, free access to Naloxone (Narcan), treatment options, personal testimonies, pathways to fentanyl and Naloxone deployment training.

Ms. Nilsen voiced her passion for the subject; shared stories of fentanyl overdoses and urged parents to be aware and informed.

Fred Postino, retired LAPD, spoke in support of the program; reported he currently works for the LBPD, Missing Persons Unit; discussed the personal nature of this subject; opined most drug-abused persons started doing drugs because of a lack of someone to talk to, come from broken families or experience bullying in school and commented on the importance of providing education and resources.

The Board returned to Item a. and followed the rest of the agenda, as published.

**B. ADDITIONS TO AGENDA - None**

**C. PUBLIC FORUM**

President DeMarco opened the Public Forum portion of the meeting.

Dr. Maureen Wauters announced the passing of We Care Executive Director Rob Lowenberg; reported their programs will continue as they seek a new Executive Director; referenced the Traffic Committee meeting and spoke in favor of working with Seal Beach relative to permit parking and installing round-abouts and in support of pickleball at Rossmoor Park.

There was no response and President DeMarco closed the Public Forum.

## **D. REPORTS TO THE BOARD**

### **1. Report on the Urban Forest – District Arborist Mary Kingman**

District Arborist Kingman presented a report on the RCSD Urban Forest from May to September 2023.

Discussion followed regarding vacant tree sites and resident refusals to replant, availability of resources for tree maintenance and replacement, identification of areas where the addition of trees is recommended and leaving room for memorial trees.

### **2. Monthly Traffic/Safety Update**

General Manager Mendoza discussed efforts to improve speeding, traffic and parking around the Rossmoor corridor; addressed the September 12, 2023 meeting with Orange County Public Works; thanked staff and Members of the Board for promoting it; spoke about doing a survey of the community and talked about agencies having the ability to set speeding limits.

Discussion followed regarding working on reducing speeds, adding slanted parking, the possibility of reducing the number of lanes on Montecito to two and a left turn lane, reduced visibility because of street parking, the need for increased resident outreach, landing on a configuration, enforcement, roundabouts, the upcoming Traffic/Safety meeting on Monday and attendance by the Los Alamitos School Board.

Director Searles noted there was no quorum for the September 12, 2023 meeting and therefore, there are not minutes. He added that the impromptu Traffic Committee meeting was not noticed and suggested rather than calling them, “Minutes”, calling them, “General Manager Notes”. Additionally, he reported being contacted by residents wanting to know how to get involved with the Traffic Committee.

## **E. CONSENT CALENDAR**

### **1. MINUTES:**

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

### **2. JULY 2023 REVENUE AND EXPENDITURE REPORT**

3. This item was pulled from the Consent Calendar by Director Searles.

### **4. PARKS/FACILITIES MAINTENANCE REPORT – OMERO PEREZ**

5. This item was pulled from the Consent Calendar by Director Searles.

Director Searles pulled Item No. E.3. and E.5. from the Consent Calendar for separate consideration.

Motion by Director Maynard, seconded by Director Barke, to approve the Consent Calendar Items 1., 2., and 4. as presented. Motion passed 4-1, with Director Shade abstaining.

### **ITEMS PULLED FROM THE CONSENT CALENDAR**

#### **3. AUGUST 2023 REVENUE AND EXPENDITURE REPORT**

Director Searles asked for clarification relative to \$7,500 Miscellaneous Expenditures (5010-5045) and General Manager Mendoza stated he will need to review it and return to the Board with a response.

President DeMarco suggested Board Members contact General Manager Mendoza with clarifying questions prior to meetings.

Director Searles made a typographical correction to Page 55 of the report.

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

Director Searles suggested that when renewing a contract, changes should be acknowledged and confirmed.

Motion by Director Searles, seconded by Director Maynard, to approve the Consent Calendar Items 3. and 5. as corrected. Motion passed 5-0.

#### **E. PUBLIC HEARING – None**

#### **G. RESOLUTIONS - None**

#### **ORDINANCES – None**

#### **H. REGULAR CALENDAR:**

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

General Manager Mendoza presented details of the report; spoke about increased costs and that bid responses are high and highlighted options for the Board to consider.

Discussion, the condition of the basketball court and considering likely increases in costs in the future.

Director Shade stated she would like to review the bids themselves.

General Counsel Preziosi explained that what the Board is considering tonight is whether to award the contract to the lowest responsible bidder or to go out to rebid or exercise one of the other

options presented in the agenda report; noted there is a defined scope of work specifying materials or alternates, to bid upon and the only other deviation would be the amount and price.

Discussion followed regarding the scope of work and including the BID Package in the report for the Board to review.

General Counsel Preziosi reported the District is limited by the Public Contracts Code and special district law and may only award a contract to the lowest responsible bidder unless there is a finding that the lowest bidder is not a responsive bidder.

Director Searles recalled that in July, when pickleball was approved, there was going to be another meeting of the Budget Committee to include pickleball into Capital Improvements; noted that was not done and the extra costs of pickleball have not been addressed; added when the RFP was issued, the work was not itemized by sport and striping pickleball courts was not included and expressed interest in knowing the itemized costs (e.g., tennis, basketball, pickleball).

President DeMarco noted the need to rely on the General Manager and in response to his questions, General Manager Mendoza reported the vendors resurface courts and provide the same type of service.

Director Searles noted one of the bidders did not include pickleball in their proposal.

Discussion followed regarding the increases in prices from 2019, breaking up the job into phases and savings resulting packaging the scope of work.

General Counsel Preziosi noted the contracts code has a general prohibition on bid splitting to avoid the competitive bidding requirement.

Motion by Director Barke, seconded by Director Maynard, to approve the General Manager's recommendation to award the contract to the lowest bidder to resurface tennis, basketball and pickleball courts.

Director Maynard commented on increased costs over time; felt General Manager Mendoza published an appropriate bid package and spoke about trusting the General Manager's 45-year experience in Parks and Recreation.

Director Searles stated he remains opposed, as there were no discussions as to how to allocate the money within the budget and the budget was not amended.

Discussion followed the budget adjustment process and making amendments within the mid-year budget process.

Director Barke called for the question.

Motion by Director Barke, seconded by Director Maynard, to approve the General Manager's recommendation to award the contract to the lowest bidder to resurface tennis, basketball and pickleball courts. Motion passed 3-2, with Directors Searles and Shade, opposed.

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

General Counsel Preziosi presented details of the report and highlighted proposed changes.

Discussion followed regarding the need to review the handbook for corrections and consistency, updating the handbook for increased clarity, background on the policy and stating clearly that the public cannot bring items for Closed Session to the Board.

Motion by Director Barke, seconded by Director Maynard, to introduce, for first reading amendments to Policy No. 5020 to include resolutions within regular calendar agenda items and to restore previously omitted language. Motion passed 5-0.

3. REPORT FROM THE AD HOC WEBSITE COMMITTEE REGARDING RCSD WEBSITE REFRESH PROJECT

General Manager Mendoza introduced the item and deferred to Administrative Assistant Whang for a presentation.

Administrative Assistant Whang presented details of the report; discussed evaluation of the vendor by the Ad Hoc Website Committee and noted the vendor has special district expertise.

President DeMarco spoke positively regarding the proposed vendor and the capabilities of the website.

Director Shade added that the website monitors compliance as well as content; noted two vendors were evaluated and stated her excitement about the project.

Discussion followed regarding whether Streamline tracks personal data, the need to develop a privacy policy for RCSD and optimizing the website for a mobile experience.

4. DISCUSSION REGARDING RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH RAMS, LLP FOR AUDITOR SERVICES

General Manager Mendoza presented details of the staff report and asked the Board to consider extending the contract by an increase of \$500 or go out to bid.

Director Shade stated she would prefer taking the item out to bid.

General Manager Mendoza responded to questions from the Board regarding the present Accountant's recommendations and suggested taking the item out to bid after the extension expires.

Director Maynard noted that Rams, LLP has institutional memory on RCSD and spoke in support of extending the contract.

General Counsel Preziosi reported that in terms of Professional Services Agreements, a competitive bid process is not mandated.

Motion by Director Shade, seconded by Director Searles, to renew the Professional Services Agreement with RAMS, LLP for auditor services, for one year. Motion passed 5-0.

## **I. GENERAL MANAGER ITEMS**

General Manager Mendoza reported that he and Director Maynard met with Supervisor Do's Chief Deputy regarding Rossmoor having its own zip code; added he met with Congresswoman Steel's office and submitted a formal request through them, to the Postmaster General. They have asked RCSD to explain the item further and remove or minimize the taxation portion because the Postmaster is not in charge of the taxation and stated he will work with Director Maynard to resubmit the request.

Additionally, General Manager Mendoza spoke about a recent meeting of the Personnel and Contract Committee; discussed upcoming contracts; addressed discussions with Los Alamitos Girl Softball League relative to fees and requirements and talked about establishing a formula for non-profit fees.

Director Shade spoke about needing to consider partnerships and the need to be careful with increasing fees so that organizations are not encouraged to leave.

Discussion followed regarding using caution when considering raising fees, and possible resulting decreases in participation.

General Manager Mendoza commented on soliciting a pickleball instructor; spoke about committee-reviewed flag artwork and deferred to Administrative Assistant Whang for a report.

Administrative Assistant Whang displayed concepts for a district flag.

Discussion followed regarding the number of flagpoles in Rossmoor and displaying Arbor Day flags.

General Manager Mendoza reported the Committee will be considering a flooring project; stated the RFP is being prepared for distribution.

Director Maynard talked about considering hard-wood surfaces versus a combination of wood and carpeting, in consideration of use by seniors, increasing the venue's marketability and typical community centers.

General Manager Mendoza stated he will include the options in the RFP; reported the committee requested a review of all RCSD policies and listed next steps and asked Directors to review them to determine and recommend changes to the committee. The amendments will be reviewed by General Counsel Preziosi and returned to the Board for final approval.



General Manager Mendoza continued reporting on the receipt of RCSD'S partial payment from Prop 68; provided an update of projects and reported the State has extended the program for four more years.

**J. BOARD MEMBER ITEMS**

Director Searles requested pulling prior OCLAFCO Municipal Services reviews of RCDS; announced a Parks and Facilities Committee meeting on November 1, 2023 at 3:00 p.m. and commented on the upcoming Health and Wellness Festival, on November 4, 2023.

General Manager Mendoza discussed other upcoming events and noted more information is included on the RCSD website.

Director Maynard asked whether he is able to sponsor RCSD events as a Business Owner while holding a seat on the RCSD Board.

General Counsel Preziosi will review the matter and report back.

Director Maynard thanked all event sponsors and RCSD staff for finding the sponsors and commented on the Heroes Luncheon. Additionally, he encouraged residents to attend the Traffic Committee meeting this coming Monday and stated that four lane highways do not belong in Rossmoor and speed limits must be reduced.

Director Shade thanked those who presented this evening; expressed her appreciation to Directors Maynard and Searles for attending the Heroes Luncheon; confirmed she will attend the Traffic Committee meeting and spoke about attending the State of the District. Additionally, she commented on the upcoming Health Festival and stated she would like to meet with General Manager Mendoza about Family Festivals for next year.

Director Barke spoke about the fentanyl event; stated he volunteered to be part of the program and that all RCSD employees should carry Narcan; discussed the importance of education and felt RCSD should get involved to the extent that it can.

President DeMarco urged the public to get involved; spoke about the upcoming Traffic Committee meeting; reminded the public to be safe, especially during Halloween and encouraged Board Members to contact General Manager Mendoza with questions prior to meetings.

**K. GENERAL COUNSEL ITEMS - None**

**L. ADJOURNMENT**

President DeMarco adjourned the meeting at 10:37 p.m.

ATTEST:

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

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Tony DeMarco, President

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Joe Mendoza, Secretary  
Rossmoor Community Services District

**APPROVED:**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-2**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
Accountant Michael Matsumoto  
**Subject:** SEPTEMBER 2023 REVENUE AND EXPENDITURE REPORT

**RECOMMENDATION**

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

**INFORMATION**

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

**ATTACHMENTS**

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

**Rossmoor Community Services District**  
**Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the month ended September 30, 2023**

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
<b>Revenues:</b>						
Property taxes	\$ 1,333,100	\$ 1,333,100	\$ 17,358	\$ 19,989	\$ (1,313,111)	1.50%
Street light assessments	404,300	404,300	6,039	6,927	(397,373)	1.71%
Interest on investments	30,000	30,000	-	-	(30,000)	0.00%
From other governmental agencies	136,000	136,000	-	-	(136,000)	0.00%
Permit and rental fees	214,300	214,300	13,237	44,491	(169,809)	20.76%
Misc./Sponsorships	35,000	35,000	3,504	3,696	(31,304)	10.56%
<b>Total Revenues</b>	<b>2,152,700</b>	<b>2,152,700</b>	<b>40,138</b>	<b>75,103</b>	<b>(2,077,597)</b>	<b>3.49%</b>
<b>Expenditures:</b>						
Administration	1,224,390	1,224,390	86,442	289,811	934,579	23.67%
Recreation	63,000	63,000	3,458	16,580	46,420	26.32%
Rossmoor park	209,250	209,250	13,081	38,899	170,351	18.59%
Montecito center	13,450	13,450	796	2,698	10,752	20.06%
Rush park	193,070	193,070	12,181	27,130	165,940	14.05%
Street lighting	113,100	113,100	9,801	29,401	83,699	26.00%
Street sweeping	83,100	83,100	6,538	19,614	63,486	23.60%
Parkway trees	189,010	189,010	3,632	5,828	183,182	3.08%
Mini-parks and medians	15,190	15,190	1,010	2,731	12,459	17.98%
<b>Total Expenditures</b>	<b>2,103,560</b>	<b>2,103,560</b>	<b>136,939</b>	<b>432,692</b>	<b>1,670,868</b>	<b>20.57%</b>
<b>Changes in fund balance</b>	<b>49,140</b>	<b>49,140</b>	<b>\$ (96,801)</b>	<b>(357,589)</b>	<b>\$ (406,729)</b>	
<b>Fund balance:</b>						
Beginning of year	1,733,292	1,733,292		1,733,292		
End of period	1,782,432	1,782,432		1,375,703		
<b>Cash Balances at 9/30/23:</b>						
Checking				67,333		
LAIF				1,333,411		
<b>Total</b>				<b>1,400,744</b>		

11/01/23  
11:47:41

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 9 / 23

Page: 1 of 2  
Report ID: B110C

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
10 General Fund						
3000 Property Tax						
	3001 Current Secure Property Tax	0.00	0.00	1,242,000.00	1,242,000.00	0 %
	3002 Current Unsecured Prop Tax	15,173.67	15,173.67	36,900.00	21,726.33	41 %
	3003 Prior Secured property Tax	1,575.72	2,815.06	15,200.00	12,384.94	19 %
	3004 Prior Unsecured Property Tax	0.00	0.00	3,300.00	3,300.00	0 %
	3005 Delinquent Property Taxes	250.29	432.32	1,100.00	667.68	39 %
	3006 Current Supplemental Assessment	358.66	1,567.54	19,600.00	18,032.46	8 %
	3008 Public Utility Tax	0.00	0.07	10,900.00	10,899.93	0 %
	3009 State Homeowners prop. Tax Relief	0.00	0.00	4,100.00	4,100.00	0 %
	Account Group Total:	17,358.34	19,988.66	1,333,100.00	1,313,111.34	1 %
3100						
	3101 Street Light assessments	6,039.20	6,927.24	404,300.00	397,372.76	2 %
	Account Group Total:	6,039.20	6,927.24	404,300.00	397,372.76	2 %
3200						
	3201 Interest on Investments	0.00	0.00	30,000.00	30,000.00	0 %
	Account Group Total:	0.00	0.00	30,000.00	30,000.00	0 %
3300 INTERGOVERNMENTAL REVENUE						
	3301 Prop 68 Grant Funding	0.00	0.00	56,000.00	56,000.00	0 %
	3304 County street sweep reimbursement	0.00	0.00	80,000.00	80,000.00	0 %
	Account Group Total:	0.00	0.00	136,000.00	136,000.00	0 %
3400 RENTAL & PERMITS						
	3401 Tennis Courts Reservations	1,620.00	5,072.00	41,000.00	35,928.00	12 %
	3402 Tennis Instructor Private Lessons	1,821.25	4,720.00	38,000.00	33,280.00	12 %
	3403 Basketball Court Reservations	0.00	308.00	0.00	-308.00	** %
	3405 Rossmoor Park Ball Field Reservations	1,008.00	3,174.00	12,500.00	9,326.00	25 %
	3406 Rush Park Ball field reservations	458.00	5,242.27	12,500.00	7,257.73	42 %
	3407 Pickleball Reservation	1,128.00	2,294.00	0.00	-2,294.00	** %
	3411 Signature Wall Banner Rental	20.00	160.00	300.00	140.00	53 %
	3421 Tree Revenue	300.00	561.60	5,000.00	4,438.40	11 %
	3422 Tree Violation Fines	0.00	300.00	0.00	-300.00	** %
	3431 Rossmoor Building Rental	2,000.00	2,290.00	2,500.00	210.00	92 %
	3432 Rossmoor Park Picnic Site	480.00	980.00	2,500.00	1,520.00	39 %
	3441 Montecito Building Rental	861.00	2,829.00	25,000.00	22,171.00	11 %
	3451 Rush Building Rental	2,546.09	14,276.06	67,000.00	52,723.94	21 %
	3452 Rush Park Picnic Site	995.00	1,940.00	7,000.00	5,060.00	28 %
	3453 Rush Park Kitchen	0.00	344.00	1,000.00	656.00	34 %
	Account Group Total:	13,237.34	44,490.93	214,300.00	169,809.07	21 %
3500						
	3501 MISC REVENUE	2,753.72	2,946.23	10,000.00	7,053.77	29 %
	3502 Sponsorships	750.00	750.00	25,000.00	24,250.00	3 %
	Account Group Total:	3,503.72	3,696.23	35,000.00	31,303.77	11 %
	Fund Total:	40,138.60	75,103.06	2,152,700.00	2,077,596.94	3 %

Grand Total:	40,138.60	75,103.06	2,152,700.00	2,077,596.94	3 %
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ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 9 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	500.00	1,400.00	11,000.00	11,000.00	9,600.00	13 %
4002	Salaries - Part-time	1,309.82	9,183.40	82,100.00	82,100.00	72,916.60	11 %
4003	Overtime	1,853.38	4,512.02	10,500.00	10,500.00	5,987.98	43 %
4006	SALARIES - ADMINISTRATION	20,800.26	63,172.69	255,800.00	255,800.00	192,627.31	25 %
4007	VEHICLE ALLOWANCE (MILEAGE)	228.07	228.07	2,100.00	2,100.00	1,871.93	11 %
4008	SALARIES - PARK AND RECREATION	15,028.83	47,576.85	166,100.00	166,100.00	118,523.15	29 %
4009	SALARIES - Park /TREE MAINTENANCE	4,775.22	14,870.58	59,700.00	59,700.00	44,829.42	25 %
4010	Workers Compensation Insurance	0.00	12,000.00	15,000.00	15,000.00	3,000.00	80 %
4011	Medical Insurance	8,794.40	22,645.24	84,000.00	84,000.00	61,354.76	27 %
4015	Federal Payroll Tax -FICA	3,445.34	10,958.00	56,390.00	56,390.00	45,432.00	19 %
5002	Insurance - Liability	0.00	38,722.00	41,000.00	41,000.00	2,278.00	94 %
5004	Memberships and Dues	270.00	270.00	9,980.00	9,980.00	9,710.00	3 %
5006	Travel & Meetings	0.00	219.13	2,630.00	2,630.00	2,410.87	8 %
5007	Televised Meeting Costs	1,149.89	2,546.39	23,100.00	23,100.00	20,553.61	11 %
5008	Gasoline	0.00	925.54	5,250.00	5,250.00	4,324.46	18 %
5010	Publications & Legal Notices	1,824.06	2,844.06	7,880.00	7,880.00	5,035.94	36 %
5012	Printing	261.27	558.77	4,200.00	4,200.00	3,641.23	13 %
5014	Postage	30.63	49.40	2,100.00	2,100.00	2,050.60	2 %
5016	Office & Meeting Supplies	402.08	871.55	15,750.00	15,750.00	14,878.45	6 %
5018	Janitorial Supplies	0.00	145.98	20,790.00	20,790.00	20,644.02	1 %
5020	Telephone	1,030.48	1,807.68	10,500.00	10,500.00	8,692.32	17 %
5021	Computer/Email/Server Costs	468.98	978.60	5,250.00	5,250.00	4,271.40	19 %
5030	Vehicle Maintenance	0.00	262.00	10,500.00	10,500.00	10,238.00	2 %
5032	Building & Grounds-Maintenance	6,912.98	12,975.77	85,050.00	85,050.00	72,074.23	15 %
5045	Miscellaneous Expenditures	3,331.35	10,889.26	21,000.00	21,000.00	10,110.74	52 %
5046	Bank Service Charge	148.16	792.24	4,200.00	4,200.00	3,407.76	19 %
5610	Legal Services	1,806.00	6,514.00	65,520.00	65,520.00	59,006.00	10 %
5615	Financial Audit-Consulting	0.00	0.00	19,950.00	19,950.00	19,950.00	0 %
5620	Outsource Financial Consultant	6,000.00	12,000.00	72,450.00	72,450.00	60,450.00	17 %
5670	Other Professional Services	5,819.23	8,561.48	42,000.00	42,000.00	33,438.52	20 %
6010	Equipment	251.30	251.30	2,100.00	2,100.00	1,848.70	12 %
6025	Software	0.00	1,079.00	10,500.00	10,500.00	9,421.00	10 %
	Account Total:	86,441.73	289,811.00	1,224,390.00	1,224,390.00	934,579.00	24 %
5020 Recreation							
5017	Community Events	3,457.81	16,580.24	63,000.00	63,000.00	46,419.76	26 %
	Account Total:	3,457.81	16,580.24	63,000.00	63,000.00	46,419.76	26 %
5030 Rossmoor Park							
5022	Utilities	1,384.62	4,152.90	13,130.00	13,130.00	8,977.10	32 %
5023	Water	5,266.76	13,803.35	63,000.00	63,000.00	49,196.65	22 %
5025	SECURED PROP TAX	0.00	0.00	1,260.00	1,260.00	1,260.00	0 %
5034	Alarm Systems/Security	0.00	123.00	1,050.00	1,050.00	927.00	12 %
5045	Miscellaneous Expenditures	0.00	0.00	4,730.00	4,730.00	4,730.00	0 %
5051	Equipment Rental	0.00	0.00	530.00	530.00	530.00	0 %
5052	Minor Facility Repairs /Tools	0.00	0.00	1,050.00	1,050.00	1,050.00	0 %
5655	Landscape Maintenance / Janitorial	6,429.33	15,192.96	34,500.00	34,500.00	19,307.04	44 %
6005	Buildings and Improvements	0.00	5,626.92	90,000.00	90,000.00	84,373.08	6 %

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 9 / 23

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund						
Account Total:	13,080.71	38,899.13	209,250.00	209,250.00	170,350.87	19 %
5040 Montecito Center						
5022 Utilities	220.72	598.02	2,100.00	2,100.00	1,501.98	28 %
5023 Water	262.64	1,036.60	4,730.00	4,730.00	3,693.40	22 %
5025 SECURED PROP TAX	0.00	0.00	1,050.00	1,050.00	1,050.00	0 %
5034 Alarm Systems/Security	0.00	126.00	680.00	680.00	554.00	19 %
5045 Miscellaneous Expenditures	0.00	0.00	530.00	530.00	530.00	0 %
5052 Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0 %
5655 Landscape Maintenance / Janitorial	312.33	936.99	3,830.00	3,830.00	2,893.01	24 %
Account Total:	795.69	2,697.61	13,450.00	13,450.00	10,752.39	20 %
5050 Rush Park						
5022 Utilities	3,705.16	9,570.37	33,180.00	33,180.00	23,609.63	29 %
5023 Water	5,976.09	9,933.24	52,500.00	52,500.00	42,566.76	19 %
5025 SECURED PROP TAX	0.00	0.00	4,410.00	4,410.00	4,410.00	0 %
5034 Alarm Systems/Security	0.00	126.00	840.00	840.00	714.00	15 %
5045 Miscellaneous Expenditures	0.00	0.00	530.00	530.00	530.00	0 %
5051 Equipment Rental	0.00	0.00	1,580.00	1,580.00	1,580.00	0 %
5052 Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0 %
5655 Landscape Maintenance / Janitorial	2,500.00	7,500.00	34,500.00	34,500.00	27,000.00	22 %
6005 Buildings and Improvements	0.00	0.00	65,000.00	65,000.00	65,000.00	0 %
Account Total:	12,181.25	27,129.61	193,070.00	193,070.00	165,940.39	14 %
5060 Street Lighting						
5650 Street Lighting and Maintenance	9,800.46	29,401.38	113,100.00	113,100.00	83,698.62	26 %
Account Total:	9,800.46	29,401.38	113,100.00	113,100.00	83,698.62	26 %
5070 Street Sweeping						
5642 Street Sweeping	6,538.14	19,614.42	83,100.00	83,100.00	63,485.58	24 %
Account Total:	6,538.14	19,614.42	83,100.00	83,100.00	63,485.58	24 %
5080 Parkway Trees						
5017 Community Events	0.00	0.00	1,580.00	1,580.00	1,580.00	0 %
5656 Tree Trimming	582.80	2,778.80	137,030.00	137,030.00	134,251.20	2 %
5660 TREE REMOVAL	3,048.80	3,048.80	3,150.00	3,150.00	101.20	97 %
6015 Trees	0.00	0.00	47,250.00	47,250.00	47,250.00	0 %
Account Total:	3,631.60	5,827.60	189,010.00	189,010.00	183,182.40	3 %
5090 Mini-Parks and Medians						
5022 Utilities	46.32	84.31	530.00	530.00	445.69	16 %
5023 Water	964.00	2,646.42	10,500.00	10,500.00	7,853.58	25 %
5045 Miscellaneous Expenditures	0.00	0.00	110.00	110.00	110.00	0 %
5051 Equipment Rental	0.00	0.00	110.00	110.00	110.00	0 %
5052 Minor Facility Repairs /Tools	0.00	0.00	110.00	110.00	110.00	0 %
5655 Landscape Maintenance / Janitorial	0.00	0.00	3,830.00	3,830.00	3,830.00	0 %
Account Total:	1,010.32	2,730.73	15,190.00	15,190.00	12,459.27	18 %
Account Group Total:	136,937.71	432,691.72	2,103,560.00	2,103,560.00	1,670,868.28	21 %



11/01/23  
11:46:19

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 9 / 23

Page: 3 of 3  
Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Fund Total:	136,937.71	432,691.72	2,103,560.00	2,103,560.00	1,670,868.28	21 %
	Grand Total:	136,937.71	432,691.72	2,103,560.00	2,103,560.00	1,670,868.28	21 %

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

**Revenue Accounts**

Account Code	Item	Explanation
3001	Current Secure Property Tax	November 1st installment has not been received yet
3101	Street Light Assesment	Payment received in installments. First installment has not been received yet
3201	Interest on Investment	Payment received in installments. First installment has not been received yet
3406	Rush Park Baseball Fields	Rental of fields for Friday Night Lights
3407	Pickleball Reservations	Pickleball was approved after the 23-24 FY budget therefore we are producing unanticipated revenue
3431	Rossmoor Building Rental	Rental for the Los Alamitos Youth Center Summer Camp
3502	Sponsorships	Sponsorships are forthcoming with the upcoming Winterfest

**Expenditure Accounts**

Account Code	Item	Explanation
5010-4003	Overtime	Additional hours worked during the Summer Festivals
5010-4010	Administration - Worker's Compensation Insurance	Annual premium has been paid for FY
5010-5002	Administration - Insurance Liability	Annual premium has been paid for FY
5010-5010	Publications & Legal Notices	Advertising for traffic meetings
5010-5045	Miscellaneous Expenditures	One-time purchases of \$500 or more (Staff Uniforms, Festival Canopies, Heroes Luncheon)
5010-5655	Landscape Maintenance/Janitorial	Additional landscaping work was done at Rush and Rossmoor Parks
5080-5660	Tree Removal	Seasonal project. Do not foresee any additional tree removals

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-3**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** LONG TERM/NONPROFIT USER PERMIT RENEWALS FOR USE OF DISTRICT PROPERTY

**RECOMMENDATION**

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

**INFORMATION**

Policy No. 6020 *District Parks and Facilities – Long Term Use* requires that the General Manager inform the Rossmoor Community Services District (RCSD) Board of Directors of annual renewals of long-term User Permits. Attached is a list of pending renewals for the month of January 2024. Each applicant is in good standing; therefore, the General Manager will process and approve the applications in accordance with District policy.

**ATTACHMENTS**

1. List of pending Long Term User Permit Renewals for the month of January 2024
2. Policy No. 6020 *District Parks and Facilities – Long Term Use*

## LIST OF PENDING LONG TERM/NON-PROFIT USER PERMIT RENEWALS 2024

**Al-Anon** – January through December  
**Rush Park - East Room**

*Mondays – 6 p.m. to 7 p.m., 7:30 p.m. to 9:30 p.m.*  
*Tuesdays – 7 p.m. to 8 p.m.*  
*Wednesdays – 10 a.m. to 11 a.m.*

Al-Anon has rented our facility since 2010. In 2023, the District received approximately \$3,700 in revenue. Attendance is approximately 15-20 at their meetings.

Al-Anon is a consistent user and do not demand much from the facility. We are pleased to have them as facility users.

Anticipated revenue for 2024: \$3,000 (less than 2023 because two groups have canceled)

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**Calvary Chapel Los Alamitos** – January through December  
**Rush Park Auditorium**

*Tuesdays 9:00 a.m. to 12:00 p.m. – East Room*  
*Wednesdays 5 p.m. to 8 p.m. – Auditorium*  
*Thursdays 10:30 a.m. to 12:30 p.m. – East Room*  
*Saturdays 8:00 a.m. to 9:00 a.m. – East Room*  
*Saturday 8:30 a.m. to 9:30 a.m. – West Room*  
*Sundays 7 a.m. to 12 p.m. – Auditorium, East Room, West Room*

Calvary Chapel has rented the facility since 2000. In 2023, the District received approximately \$27,300 in rental fees. Attendance is approximately 100 for Sunday services.

Calvary Church is very helpful in maintaining our facility and keeping it clean and organized.

Anticipated revenue for 2024: \$28,000

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**Gather Church** – January through December  
**Montecito Center**

*Sundays - 9 a.m. to 1 p.m.*

Gather Church has rented the facility on a monthly basis since 2020. In 2023, the District received approximately \$5,000 in revenue. Their average attendance is approximately 30.

Gather Church has been an outstanding user of the facility. They are a perfect fit for the Montecito Center. They are respectful of the facility and the surrounding neighbors.

Anticipated revenue for 2023: \$5,500

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**GOND (Go&Disciple) Church** – January through December  
**Rush Park Auditorium**

*Sundays 12 p.m. to 4 p.m. – Auditorium, East Room, West Room*

GOND Church has rented the facility since 2013. In 2023, the District received approximately \$14,300 in revenue. Attendance is approximately 125 for Sunday services.

GOND Church has been very cooperative with both Calvary Chapel and RCSD. They are flexible and amenable to working out schedule changes. They are helpful and volunteer when needed.

Anticipated revenue for 2024: \$14,500

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**Lil Cottonwood Preschool** – September through May  
**Montecito Center**

*Monday through Friday - 7 a.m. to 12 p.m.*

Lil Cottonwood Preschool has rented the facility since 2005. In the 2023-24 school year, the District received approximately \$15,300 in revenue. Their attendance is approximately 30.

Lil Cottonwood Preschool provides an educational and day care component that is well received by the community. They are very organized and effective.

Anticipated revenue for 2024: \$15,500

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**The Youth Center** – January through December  
**Rossmoor Park Community Room**

*Monday through Friday 1 p.m. to 7 p.m. (during the school year)*

*Monday through Friday 7 a.m. to 7 p.m. (summer)*

The Youth Center have rented our facilities since 2015 and are charged \$2,000 per year. In 2023, the District received \$2,000 in revenue. Their attendance is approximately 25 during the school year and 150 during the summer.

The Youth Center provides an outstanding program for youth in the community. The summer day camps and after school programs are well received by the community and fills a gap that RCSD could not provide on its own. The Youth Center also provides volunteers for all of our special events by assisting with set up, tear down, and crafts for participants. They help maintain the facilities by having the flooring cleaned and power washing the cement areas around the exterior of the community centers on an annual basis.

Anticipated revenue for 2024: \$2,000 – This agreement is in the process of being reviewed. Annual expenditures are being analyzed in order to determine a need for fee increase.

## Rossmoor Community Services District

**Policy**

**No. 6020**

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### **DISTRICT PARKS AND FACILITIES – LONG-TERM USE**

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**6020.10 Long-Term Use Defined:** Any person or group requesting recurring monthly or weekly use of District parks or facilities for any activity, event, meeting or gathering for a period of six (6) to twelve (12) months.

**6020.20 Community Benefit Required:** Long-term use of District facilities will be authorized only when there is a benefit to the community as determined by the Board.

**6020.30 Use Greater Than 12 Months:** The fixed period of time for long-term use shall be no more than twelve calendar months. Use beyond this time period will require the filing of a new application and approval consistent with the original approval criteria. The General Manager shall notify the Board of each renewal of a long term use request after the first year.

**6020.40 User Fees and Deposits:** See Policy No. 6015 Establishment of Fees and Charges for the Use of District Parks, Buildings and Facilities for the long-term use of District facilities.

**6020.50 Non-profit Use:** Proof of non-profit tax status is required for applicants requesting long-term use on a non-profit fee basis.

Adopted: September 14, 1994  
 Approved renumbering & format: October 8, 2002  
 Reaffirmed: December 10, 2002  
 Amended: July 13, 2004  
 Amended: August 12, 2008  
 Readopted by Ordinance 2014-01: January 14, 2014  
 Amended: November 11, 2014  
 Readopted by Ordinance 2014-06: November 11, 2014

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-4**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** APPROVAL OF VACATION BUY-BACK SUBMITTALS FOR RCSD EMPLOYEES REQUESTING PARTICIPATION IN THE DECEMBER 2023 BUY-BACK PROGRAM

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the vacation buy-back request submitted by RCSD employee Omero Perez in accordance with Policy No. 2021.

**BACKGROUND**

At the November 10, 2020, RCSD Board meeting, the Board approved Policy No. 2021-*Employee Vacation Buy-Back*. To be eligible for the buy-back program, the policy requires that an employee must take at least one week of vacation in the preceding fiscal year, be employed by the District full-time for a minimum of three years and submit a written request by October 30 for consideration at the November Board meeting. If approved, payment is made the first pay period in December.

**INFORMATION**

Omero Perez has submitted the required buy-back application to the General Manager. He meets all of the criteria outlined in Policy No. 2021.

*Fiscal Impact: \$2,573; this amount does not impact the District's budget.*

The General Manager recommends that the Board of Directors approve Omero Perez's vacation buy-back request for 2023.

**ATTACHMENTS**

1. RCSD Employee Vacation Buy-Back Application (Omero Perez)
2. Policy No. 2021 – *Employee Vacation Buy-Back*

**ROSSMOOR COMMUNITY SERVICES DISTRICT****EMPLOYEE VACATION BUY-BACK**

TO: All Full-time Employees  
 FROM: Joe Mendoza, General Manager  
 DATE: 10-27-23  
 SUBJECT: **EMPLOYEE VACATION BUY-BACK**

Rossmoor Community Services District full-time employees can sell back to the District a maximum of two weeks of their accrued vacation. In order to be eligible you must:

1. Have a minimum of three years of service;
2. Have used at least one week of vacation during the preceding fiscal year (July 1 to June 30); and
3. Submit an Employee Vacation Buy-Back request form to the General Manager from October 15 - 30. Requests will be submitted to the RCSD Board of Directors for approval at their November meeting. If approved by the Board, payment will be made the first pay period in December.

If you are interested in participating in the buy-back program, please fill out the form below and return it to the General Manager for approval.

TO: Joe Mendoza, General Manager  
 DATE: 10-27-23  
 NAME: Omero Perez  
 SIGNATURE: Omero Perez  
 SUBJECT: **VACATION BUY-BACK REQUEST**

I would like to sell back to the District 80 hours (maximum of 80 hours) of my accrued vacation time.

**NOTE: The IRS requires that taxes be withheld.**

Eligibility criteria verified: years of service \_\_\_\_\_; number of vacation hours used in previous fiscal year \_\_\_\_\_.

District Manager: \_\_\_\_\_ Approved  
 (signature) Page 120 of 170



Rossmoor Community Services District**Policy****No. 2021**

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**EMPLOYEE VACATION BUY-BACK**

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Full-time employees with a minimum of three years of full-time service, who have used at least one week of vacation during the preceding fiscal year, are eligible apply to sell a maximum of two weeks of accrued vacation leave back to the District at the rate of one-to-one. This opportunity is provided once per year. The approval of the availability of Vacation Buy-Back in any given year is at the sole discretion of the Board of Directors. The employee is required to submit an Employee Vacation Buy-Back request form to the General Manager anytime between October 15 to 30. Requests will be submitted to the Board of Directors for approval at their November meeting. If Vacation By-Back is approved by the Board for that year, payment will be made the first pay period in December.

Adopted: November 10, 2020

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-1**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** RESOLUTION NO. 23-11-14-01 REJECTION OF GOVERNMENT CLAIM

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve by roll call vote, Resolution No. 23-11-14-01, by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF THE ROSSMOOR COMMUNITY SERVICES  
DISTRICT'S REJECTION OF GOVERNMENT CLAIM

**BACKGROUND**

A claim exceeding the amount of \$25,000 (civil unlimited) has been filed by Paul Bott, alleging damages resulting from a trip and fall due to a raised edge on a concrete slab (county sidewalk). This claim was forwarded to California Joint Powers Insurance Authority (CJPIA) who provides insurance for the District. Through CJPIA's claims administration, the District was advised to reject this claim.

The attached Resolution No. 23-11-14-01 formally rejects the tort claim. Further action on this matter be conducted in accordance with established liability claim procedures as recommended by CJPIA. By rejection of this claim, the matter will be turned back over to CJPIA for their decision on whether or not to pay the claim.

**ATTACHMENTS**

1. Resolution No. 23-11-14-01
2. Claim Form submitted by Paul Bott
3. Notice of Claim Rejection (Carl Warren & Company for CJPIA)

**RESOLUTION 23-11-14-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REJECTION OF GOVERNMENT CLAIM**

**WHEREAS**, a claim for monetary damages (Claim) was presented by Cogent Law, Inc. as subrogee of Paul Bott dated October 24, 2023 against the Rossmoor Community Services District for personal injury damages; and

**WHEREAS**, that the Board of Directors of the Rossmoor Community Services District has timely considered by Claim filed by Cogent Law, Inc. as subrogee of Paul Bott.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Rossmoor Community Services District has concluded the Claim be rejected in its entirety.

**BE IT FURTHER RESOLVED** that the District's General Manager is authorized to give notice to Cogent Law, Inc. as subrogee of Paul Bott of this Board's decision to reject in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action of the Claim. Such notice together with a copy of this Resolution, shall be served upon Cogent Law, Inc. as subrogee of Paul Bott on or before November 24, 2023.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of November 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Tony DeMarco, President

ATTEST:

\_\_\_\_\_  
Joe Mendoza, Secretary  
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

CLAIM FORM

(Please Type or Print)

CLAIM AGAINST ROSSMOOR COMMUNITY SERVICES DISTRICT

Claimant's name: Paul Boff DOB: 12/03/1947

Claimant's address: 2821 Coleridge Dr., Rossmoor, CA 90720

Address where notices about claim are to be sent, if different from above.  
Cogent Law, Inc. - 1775 E. Lincoln Ave. Ste. 100, Anaheim, CA 92805

Date of incident/accident: 05/20/2023

Date injuries, damages, or losses were discovered: 05/20/2023

Location of incident/accident: Sidewalk at/near 3411 Orangewood Ave., Rossmoor, CA 90720

What did entity or employee do to cause this loss, damage, or injury? Claimant tripped over a protrusion due to a raised edge on a concrete slab in the sidewalk. Sidewalk was not maintained and there were no warnings about the dangerous condition.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)  
What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

Unknown.

What specific injuries, damages, or losses did claimant receive? Laceration and infection of the left hand, sprained left wrist, left shoulder pain  
(Use back of this form or separate sheet if necessary to answer this question in detail)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]. Damages exceed \$25,000 (civil unlimited)

How was this amount calculated (please itemize)? Claimant's medical bills are pending as treatment is ongoing.  
(Use back of this form or separate sheet if necessary to answer this question in detail)

Have you filed a claim with you insurance carrier? Yes  No

Date Signed 10/24/2023 Signature: 

If signed by representative: COGENT LAW, INC.  
1775 E. Lincoln Ave., Ste. 100  
Anaheim, CA 92805

Representative's Name Hanson Hsu Address \_\_\_\_\_

Telephone # 949-229-8449

Relationship to Claimant Attorney



A  **VENBROOK** Company

November 1, 2023

TO: Rossmoor CSD

ATTENTION: Jessica Verduzco

RE: Claim	:	Bott vs. Rossmoor CSD
Claimant	:	Paul Bott
Member	:	Rossmoor CSD
Date Rec'd by Mbr	:	10/24/2023
Date of Event	:	05/20/2023
CW File Number	:	CJP-3050046

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant's attorney.**

Please include a Proof of Mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

*Claudia Bray*

Claudia Bray  
Sr. Claims Examiner  
Carl Warren & Company, LLC | A Venbrook Company

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-2**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** RESOLUTION NO. 23-11-14-02: A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE 2023 ROSSMOOR WINTER FESTIVAL.

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve by roll call vote, Resolution No. 23-11-14-02, by reading the title only and waiving further reading as follows:

RESOLUTION NO. 23-11-14-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER & WINE) AT THE 2023 ROSSMOOR WINTER FESTIVAL

**INFORMATION**

Approval of Resolution No. 23-11-14-02 will allow RCSD staff to move forward with the addition of a Beer Garden to the Winter Family Festival Event. Tap Truck will be contracted directly through Elite Special Events who will ensure that all licensing and insurance requirements per Rossmoor Community Services District Procedures and Policy No. 6011 are satisfied.

**ATTACHMENTS**

1. Resolution No. 23-11-14-02
2. District Procedures for Events Requesting the Dispensing or Consumption of Alcohol (*Beer and Wine Only*)
3. Policy No. 6011 Rules and Regulations for Use of District Property

**RESOLUTION 23-11-14-02**

**RESOLUTION NO. 23-11-14-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING THE POSSESSION AND CONSUMPTION OF ALCOHOL DURING THE 2023 ROSSMOOR WINTER FESTIVAL TO BE HELD IN RUSH PARK.**

**WHEREAS**, the Rossmoor Community Services District did at their meeting on February 10, 2015 approve Ordinance No. 2015-01 codifying Policy No. 6011 which permits the possession and consumption of alcohol (beer and wine) at community events with approval of the Board by resolution.

**WHEREAS**, the possession and consumption of alcohol at a community event requires approval by the Board of Directors by resolution for each community event.

**WHEREAS**, in accordance with Policy No. 6011, Elite Special Events has requested approval for the possession and consumption of beer and wine at 2023 Winter Festival in Rush Park.

**WHEREAS**, the Board of Directors desires to approve this request subject the applicable provisions of Policy No. 6011 and to the conditions stated herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Rossmoor Community Services District, that the possession, consumption and dispensing of beer and wine at the 2023 Rossmoor Winter Festival held in Rush Park is hereby authorized, provided, however, that Elite Special Events first obtain any all required licenses from the Alcohol Beverage Control Board and present the same to the General manager at least 30 days prior to December 9, 2023, and thereafter comply with all applicable laws, rules, regulations, policies and ordinances regarding alcoholic beverages and the use of District Property, and maintain in full force and effect general liability insurance naming the District as additional insured in an amount of not less than \$1,000,000.00

**PASSED AND ADOPTED** this 14<sup>th</sup> day of November 2023.

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Tony DeMarco, President

ATTEST:

\_\_\_\_\_  
Joe Mendoza, Secretary  
Rossmoor Community Services District



## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

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

### **DISTRICT PROCEDURES FOR EVENTS REQUESTING THE DISPENSING OR CONSUMPTION OF ALCOHOL (BEER AND WINE ONLY)**

**Description:** Any request to serve alcohol (**beer and wine only**) within District Property including outdoor 'events' and/or facility reservations shall be governed by Policy No. 6011 Rules and Regulations For Use of District Property

**6011.73 Alcoholic Beverages:** No Person shall, within the limits of District property, possess or consume any alcoholic beverage. This prohibition shall not apply to beer and/or wine during specific times and locations in connection with a District approved or sponsored event where consumption and/or possession of beer and/or wine is specifically approved in advance by resolution of the Board and where such consumption and/or possession is otherwise unlawful.

**Examples:** Celebrations, Weddings, Rossmoor Community Festival, Fundraisers or any other type of event for which the dispensing or consumption of alcohol is being requested.

**Application Process:** Please read carefully prior to any Alcohol Beverage Control (ABC) license request. **The requesting group is solely responsible for receiving approval from the ABC and Orange County Health Care Agency (OCHCA) located in Santa Ana. The District is not responsible for assisting applicant with forms:**

**Step 1:** Applicant must fill out the appropriate facility or park use Application and Special Event Application provided by District **at least 90 days prior** of the event date. In addition, detailed information should be submitted in writing based on the Special Event requirements indicated below. Requests which do not include a scope of the event will not be accepted. **A \$50 special event/alcohol filing fee must be accompanied with the application and is non-refundable. An additional non-refundable \$150 fee will be applied to your permit if your request is approved by the ABC. A refundable Alcohol Cleaning/Damage Deposit in the amount of \$350.00 is also required for all events at which beer and/or wine will be consumed.**

- Name of organizer and contact information
- Detailed description of the scope of the event
- Diagram of venue area and/or floor plan
- Hours of the event
- Layout of the event
- Anticipated number of workers, volunteers, attendees
- Security measures

**Step 2:** Meet with District staff to discuss the scope of the event if there are any questions pertaining to said event.



**Step 3:** If the request is approved by the District's General Manager, the request must be to be approved by a Resolution of the District's Board of Directors. The Board of Directors meets regularly on the 2<sup>nd</sup> Tuesday of the month. Alcohol requests submitted less than 15 business days prior to the next Board meeting will have to be placed on the following month's Agenda.

If the Board approves the Resolution, please continue with the following steps:

**Step 5:** **APPROVAL FROM ABC**

**A. If Requesting Group is a Non-Profit (all others please refer to section to B or C below):**

1. See attached ABC Non-Profit Guidelines Information.
2. Fill out and submit ABC Form 221 and District approval letter (can be obtained from the District's General Clerk) to the Santa Ana District office and pay established permit fees. This is attached and can also be found at <http://www.abc.ca.gov/forms/PDFSp.html>.

**ABC Santa Ana District Office**

605 W Santa Ana Blvd, Bldg 28, Suite 369

Santa Ana, CA 92701

(714) 558-4101

(714) 953-4486 FAX

[STA.Direct@abc.ca.gov](mailto:STA.Direct@abc.ca.gov)

3. Fill out and submit appropriate OCHCA beverage dispensing requirements. District staff can give you the application and contact information for the OCHCA.

**B. Requests for events at which Alcohol will be SERVED AT NO COST (no selling of alcohol permitted) for a private event such as a wedding or celebration ONLY:**

1. ABC does not require approval for private events in which alcohol will be served under certain circumstances. Coordination with District staff is required for all event requests.

**C. Requests at which Alcohol will be sold to guests for a wedding or celebration, political event, a commercial event or other type of non-private event, will be evaluated on a case by case basis by the District. The Requesting Group will be required to contact ABC and obtain the correct type of approval.**

**Step 6: SECURITY & INSURANCE**

- A. Any events at which alcohol will be provided at no cost shall require hiring of licensed private security guards. The number of security guards will be determined by the District and/or ABC depending the scope of the event, number of attendees, etc. A security firm may be chosen from the list provided by the District. Security fees must be payable directly to the Security firm.
- B. Liability insurance must also be obtained naming the District as an additional insured and can be selected from a list provided by the District's General Clerk. Fees must be payable directly to the insurance firm.

**Step 8: OBTAIN PERMIT FROM THE DISTRICT AND PAY REQUIRED FEES:**

- A. If your request is approved by the OCHCA (where applicable) and ABC, the District may grant your request and issue the applicant a permit if all the special requirements and fees are paid at least 10 days prior to scheduled event.

**Availability:** Any requests conflicting with scheduled youth sports activities, religious services held at Rush Park, the Paper Drive or other requests conflicting with another scheduled special event or District special events will not be granted.

**Park Hours:** 7:00 a.m. to 10:00 p.m.\*

**\*District Policy No. 6010.10 Limitations,** states:

Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless approved by the Board, no outdoor events including preparation time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m or conclude after dusk on non-lighted parks or 10:00 p.m. on lighted parks and facilities.

**FEES:** The applicant will be required to pay any fees for use of District property in accordance with the District's Fee Schedule.

**Additional Fees:** The OCHCA and/or ABC may require additional fees/security payable directly to their organizations.

**Additional Requirements:** Additional Orange County Fire Authority or County of Orange Special Event permitting requirements may be required based on the scope of your event. The District is not responsible for assisting with this application process. Additional fees may be required by those agencies.

If you have any questions regarding procedure or process for approval, please contact the Rush Park office Monday thru Friday 9:00am to 5:00pm at 562-430-3707.

Saved in: Common Drive/Facilities/facility Forms/Application/Alcohol Requests

## ROSSMOOR COMMUNITY SERVICES DISTRICT

**Policy**

**No. 6011**

### **RULES AND REGULATIONS FOR USE OF DISTRICT PROPERTY**

**6011.00 Purpose:** The purpose of this policy is to provide for the orderly administration and control of District property within the District and establish rules and regulations to provide a safe and enjoyable environment for those using these facilities.

**6011.10 Definitions:** For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:

**6011.11 Alcoholic Beverage:** Alcohol, spirits, liquor, wine, beer and every liquid or solid containing one-half of one (0.5) per cent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

**6011.12 Board:** The Board of Directors of the Rossmoor Community Services District.

**6011.13 District:** The Rossmoor Community Services District

**6011.14 District Property:** Every park and mini-park, building, facility, court, field or vehicle parking area owned, managed or controlled by the District.

**6011.15 Facility:** May include any or all of the following: Rush Park Auditorium, East Room, West Room, Administration Building, kitchens, Rossmoor Park Community Center, Montecito Center, picnic site, court or field.

**6011.16 General Manager:** The General Manager of the District.

**6011.17 Group** "Group" means all Persons subject to the same permit.

**6011.18 Person:** Person means every individual, corporation, partnership, limited liability company, joint venture, association, social club, fraternal organization or any other Group or combination of individuals including spectators.

**6011.19 User Permit:** District approved written permission for event, activity or function to take place on District property issued by the General Manager of the District pursuant to Policy No. 6010.

**6011.20 Mobile Food Vending Cart:** A mobile motorized or non-motorized cart, hand truck, stand or similar device that is used for preparation, vending and/or dispensing of food and/or beverages, other than a motor vehicle as defined in Vehicle Code § 415.

**6011.20 Management of District Property:** The General Manager shall administer this policy or other related policies in such a manner as to achieve the maximum benefit to the residents of Rossmoor and visitors. This policy shall be enforced by the General Manager and such of his/her agents as he/she may designate to perform said duty, and/or shall be enforced by any peace officer, who has authority within the District pursuant to Penal Code section 830.1. For other than casual use of a court or field by less than 10 persons, a User Permit is required for the use of District facilities. Casual use shall be limited to a non-recurring, non-commercial or unscheduled activity.

**6011.30 Compliance:** The privilege of any Person to use District property is expressly conditioned upon compliance by that Person with the provisions of this policy as they apply to such use

**6011.40 Hours of Operation:** All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No person or group shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its employees and contractors, or law enforcement officers or for District sponsored events except as otherwise limited by Policy No. 6010—General Manager Authority and Ordinance No. 2014-03. District buildings shall be open to the public with a proper permit during the same hours of operation.

**6011.50 Commercial/Non-Profit Use of District Property: User Permit Required:** A User Permit is required for the commercial or non-profit use of District property. Commercial use is governed by Policy No. 6022 Commercial Use of District Property and non-profit use is governed by Policy No. 6021 Non-Profit Use of District Property. These classifications differentiate routine uses by residents and non-residents.

**6011.60 Parks & Facilities Committee:** The Parks & Facilities Committee is comprised of two Board members and the General Manager. The President appoints the members of the Committee.

**6011.70 Prohibited Activities:** Following are activities specifically prohibited on District property.

**6011.71 Unauthorized Motor Vehicles:** No Person shall operate an unauthorized motor vehicle, four-wheel drive vehicle, motorcycle, motorbike, motor dirt bike, all-terrain vehicle, off highway vehicle or any other motorized vehicle within District property except as authorized by the General Manager.

**6011.72 Skateboards:** No Person shall ride a skateboard propelled by human power to roll or coast within District property.

**6011.73 Alcoholic Beverages:** No Person shall, within the limits of District property, possess or consume any alcoholic beverage. This prohibition shall not apply to beer and or wine during specific times and locations in connection with a District approved or sponsored event where consumption and or possession of beer and or wine is specifically approved in advance by resolution of the Board and where such consumption and or possession is otherwise lawful.

**6011.74 Firearms, Weapons, Fireworks, Replica Firearms:** No Person shall have any fireworks, firearms, replica firearms, air gun, paint ball gun, BB gun, slingshot or bow or hunting arrow or any weapon in his/her possession on District property, nor shall any person discharge any firearm, fireworks or weapon or display any replica firearm on District property.

**6011.75 Controlling Domestic Animals:**

*Leash Required.* No Person shall allow a dog or other domestic animal in any park unless the animal is restrained at all times by a substantial leash not to exceed six (6) feet in length and in the control of a person competent to restrain the animal, or unless the animal is restrained and enclosed in a cage, crate or similar enclosure.

*Animal Wastes.* All Persons shall remove and properly dispose of animal excreta from any park.

*Dog Shows.* Nothing in this section shall prevent the District from holding supervised public events on District property in which domestic animals participate, nor shall it prohibit the General Manager from issuing permits for group activities wherein dogs will be under the responsible care of a person while not restrained by a leash or enclosed in a cage or similar enclosure while participating in a permitted canine event.

Approvals for events in which animals other than dogs and cats participate are subject to specific approvals and conditions as determined by the General Manager.

**6011.76 Golfing:** No Person shall use a golf club or similar device to strike, hit, or similarly propel a golf ball within the boundaries of any park.

**6011.77 Unsafe Activity:** No Person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park.

**6011.78 Disorderly Conduct and Noise:** No Person shall fight or challenge another person to fight or maliciously and willfully disturb another person by loud and unreasonable noise or who uses offensive language that is inherently likely to provoke an immediate violent reaction within District property.

**6011.79 Electrical Outlets:** No person shall use any outdoor electrical outlets in District parks. This prohibition shall not apply to District employees or contractors acting within the scope of employment, or persons authorized to do so under a User Permit.

**6011.80 Violation of laws, rules, or ordinance:** No person shall use any District park in violation of any District policy, rule, regulation, or ordinance; nor shall any person use any District park in violation of any state or federal law.

**6011.90 Rental Fees and Charges:** See Policy No. 6015 Establishment of Fees and Charges for Use of District Property.

**6011.100 Amplified Sound System, Music and Live Music-Permit Required:** No Person or Group shall setup, use, operate or maintain an amplified sound system, music and live music within any park without first obtaining a User Permit which specifies such is permitted. The General Manager or staff are expressly given the authority to determine the maximum amplification permissible in areas designated consistent with other persons' enjoyment of District property.

**6011.110 Fire Regulation:**

**6011.111 Smoking:** Smoking of any substance by any means, including cigarettes, cigars, pipes, vaping, electronic cigarettes as defined in Health & Safety Code § 11405, or other similar electronic smoking devices, is not permitted on District property. The General Manager shall post smoking regulations at conspicuous locations.

**6011.112 Barbecues:** Use of barbecues at parks and mini parks is permitted in designated cemented areas clear of trees and buildings with prior General Manager authorization. Smokers are prohibited. Hot coals may not be disposed of in any parks.

**6011.113 Building Capacity:** The occupancy of any District building shall not exceed the posted capacity of persons as determined by the Orange County Fire Marshall.

**6011.120 Inflatable Devices:** Devices which require inflation by mechanical means or compressed gas containers, commonly called "bouncers" "jumpers" or "laser tag", are not permitted on District property unless the Group has paid required fees and provided to the District a valid certificate of insurance for at least \$1,000,000, naming the District as an additional insured. "Bouncers" or "jumpers" which require the use of water are not permitted. Helium filled balloons are not permitted in the Rush Park Auditorium.

**6011.130 Mobile Food Vending Carts:** Mobile Food Vending Carts that serve, dispense or contain heated foods are not permitted on District property in connection with a Group and/or a User Permit unless the Group has paid required fees and provided to the District a valid certificate of insurance for at least \$1,000,000, naming the District as an additional insured.

Adopted: Resolution 94-4, April 13, 1994  
Approved renumbering & format: October 8, 2002  
Reaffirmed: June 10, 2003  
Amended: August 12, 2008  
Amended: September 8, 2009  
Amended: October 13, 2009  
Amended: July 10, 2012  
Readopted by Ordinance 2014-01: January 14, 2014  
Amended: February 10, 2015  
Readopted by Ordinance: February 10, 2015

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-1**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Accountant Michael Matsumoto  
Auditors Terry Shea and Sean Schmidt

**Subject:** REPORT FROM THE AUDIT COMMITTEE RE: FY 2022-2023 AUDIT

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board Of Directors discuss receive the report of the Audit Committee and approve the Final FY 2022-2023 Annual Audit.

**INFORMATION**

In accordance with Policy No. 3025, the Audit Committee, represented by Directors Maynard and Shade, met on October 17, 2023 with the District's Auditors, Terry Shea and Sean Schmidt from Rogers, Anderson, Malody & Scott, LLP (RAMS), Accountant Michael Matsumoto, and the General Manager, to review a draft of the District's FY 2022-2023 Annual Audit. A copy of the Audit Committee agenda is included for reference (Attachment 1).

The following information was provided to the Committee and discussed:

**Financial Highlights**

- For the FY 2022-2023 the combined fund balance increased \$291,931 from \$1,417,511 (refer to page 8) to \$1,709,442.
- Total Revenues recognized were \$2,088,935 for FY 2022-2023 and \$2,025,495 for FY 2021-2022, an increase of \$63,440 compared to FY 2021-2022.
- Total Expenditures incurred was \$1,797,004 for FY 2022-2023 and \$1,891,884 for FY 2021-2022, a decrease of \$94,880 compared to FY 2021-2022 and was under/over the adopted budget by \$168,952.
- During FY 2022-2023, the District submitted a request for reimbursement for Proposition 68 grant funding for work that was completed at Rossmoor and Rush Parks. An 80% reimbursement was received within the 2<sup>nd</sup> Quarter 2023 in the amount of \$79,766. The balance of approximately \$70,000 will be utilized for future projects.



The Audit Committee received the Draft Audit Report, audited by RAMS, the District Auditor. The Committee reviewed the report in detail and voted to recommend RCSD Board approval of the FY 2022-2023 Audit Report at the regular RCSD Board of Directors meeting on November 14, 2023. Attachment 2 is the Final Audit Report.

The District's Auditor, Terry Shea of RAMS will present an overview of the Final Audit Report and answer any questions the Board may have.

## **ATTACHMENTS**

1. FINAL – Rossmoor Community Services District Financial Statements and Independent Auditor's Report for the Year Ended June 30, 2023.
2. Independent Auditor's Report Letter
3. Audit Information Letter
4. Policy No. 3025 – Annual Financial Audit

**Rossmoor Community Services District**

**Financial Statements  
and  
Independent Auditor's Report**

**For the Year Ended**

**June 30, 2023**

**Rossmoor Community Services District**

**Financial Statements with Independent Auditor's Report  
June 30, 2023**

**Table of Contents**

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	<u>Page</u>
<b>FINANCIAL SECTION</b>	
Independent Auditor's Report .....	1
<b>Basic Financial Statements:</b>	
Government-Wide Financial Statements:	
Statement of Net Position .....	4
Statement of Activities.....	5
Governmental Funds Financial Statements:	
Balance Sheet.....	6
Reconciliation of the Balance Sheet of Governmental Funds to the Government-Wide Statement of Net Position .....	7
Statement of Revenues, Expenditures and Changes in Fund Balances.....	8
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Government-Wide Statement of Activities.....	9
Notes to the Basic Financial Statements .....	10
<b>Required Supplementary Information:</b>	
General Fund – Budgetary Comparison Schedule .....	22



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

## *Independent Auditor's Report*

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### **MANAGERS / STAFF**

Seong-Hyea Lee, CPA, MBA  
Evelyn Morentin-Barcena, CPA  
Veronica Hernandez, CPA  
Laura Arvizu, CPA  
John Maldonado, CPA, MSA  
Julia Rodriguez Fuentes, CPA, MSA  
Demi Hite, CPA  
Jeffrey McKennan, CPA

### **MEMBERS**

American Institute of  
Certified Public Accountants

*PCPS The AICPA Alliance  
for CPA Firms*

*Governmental Audit  
Quality Center*

California Society of  
Certified Public Accountants



Board of Directors  
Rossmoor Community Services District  
Rossmoor, California

## **Report on the Audit of the Financial Statements**

### ***Opinions***

We have audited the financial statements of the governmental activities and the major fund information of Rossmoor Community Services District (the District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and the major fund information of the District, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America, as well as accounting systems prescribed by the State Controller's Office and state regulations governing special districts.

### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States and the *State Controller's Minimum Audit Requirements for California Special Districts*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Management has omitted the *Management's Discussion and Analysis* that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 8, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Rogers, Anderson, Malody & Scott, LLP.*

San Bernardino, California  
November 8, 2023

**Rossmoor Community Services District**

**Government-Wide Financial Statements**

**Statement of Net Position**

**June 30, 2023**

---

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and investments	\$ 1,681,426
Receivables:	
Accounts	78,456
Taxes	27,138
Interest	11,407
Capital assets not being depreciated	2,866,408
Capital assets being depreciated, net	<u>1,111,294</u>
 Total assets	 <u>5,776,129</u>
<b>LIABILITIES</b>	
Accounts payable	83,640
Deposits	5,345
Compensated absences - due within one year	26,475
Compensated absences - due in more than one year	<u>7,908</u>
 Total liabilities	 <u>123,368</u>
<b>NET POSITION</b>	
Investment in capital assets	3,977,702
Unrestricted	<u>1,675,059</u>
 Total net position	 <u>\$ 5,652,761</u>

The accompanying notes are an integral part of these financial statements.

**Rossmoor Community Services District**

**Government-Wide Financial Statements  
Statement of Activities  
For the Year Ended June 30, 2023**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net Governmental Activities</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	
Governmental activities:				
General government	\$ 985,302	\$ -	\$ -	\$ (985,302)
Public services	317,481	78,456	-	(239,025)
Parks and recreation	655,270	118,870	-	(456,634)
Total governmental activities	<u>\$ 1,958,053</u>	<u>\$ 197,326</u>	<u>\$ -</u>	<u>(1,680,961)</u>
General revenues:				
Taxes:				
Property				1,244,715
Special assessments				435,119
Investment income				7,514
Other				<u>49,495</u>
Total general revenues				<u>1,736,843</u>
Change in net position				55,882
Net Position:				
Beginning of year				<u>5,596,879</u>
End of year				<u>\$ 5,652,761</u>

The accompanying notes are an integral part of these financial statements.



**Rossmoor Community Services District**

**Governmental Funds Financial Statements  
Balance Sheet  
June 30, 2023**

---

	<u>General</u>
<b>ASSETS</b>	
Cash and investments	\$ 1,681,426
Receivables:	
Accounts	78,456
Taxes	27,138
Interest	<u>11,407</u>
 Total assets	 <u><u>\$ 1,798,427</u></u>
 <b>LIABILITIES AND FUND BALANCE</b>	
Liabilities:	
Accounts payable	\$ 83,640
Deposits	<u>5,345</u>
 Total liabilities	 <u>88,985</u>
 Fund balance:	
Unassigned	<u>1,709,442</u>
 Total fund balance	 <u>1,709,442</u>
 Total liabilities and fund balance	 <u><u>\$ 1,798,427</u></u>

The accompanying notes are an integral part of these financial statements.

**Rossmoor Community Services District**

**Governmental Funds Financial Statements  
Reconciliation of the Balance Sheet of Governmental Funds  
to the Government-Wide Statement of Net Position  
June 30, 2023**

---

<b>Fund balance of governmental fund</b>	<b>\$ 1,709,442</b>
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	3,977,702
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Compensated absences	<u>(34,383)</u>
<b>Net position of governmental activities</b>	<b><u><u>\$ 5,652,761</u></u></b>

The accompanying notes are an integral part of these financial statements.

**Rossmoor Community Services District**

**Governmental Funds Financial Statements  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Year Ended June 30, 2023**

---

	<u>General</u>
<b>REVENUES</b>	
Taxes	\$ 1,244,715
Special assessments	435,119
Intergovernmental	158,222
Charges for services	193,870
Investment income	7,514
Other	<u>49,495</u>
Total revenues	<u>2,088,935</u>
<b>EXPENDITURES</b>	
General government	982,693
Public services	317,481
Parks and recreation	399,119
Capital outlay	<u>97,711</u>
Total expenditures	<u>1,797,004</u>
Net change in fund balance	291,931
<b>FUND BALANCE</b>	
Beginning of year	<u>1,417,511</u>
End of year	<u>\$ 1,709,442</u>

The accompanying notes are an integral part of these financial statements.

**Rossmoor Community Services District**

**Governmental Funds Financial Statements**

**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund  
Balance of Governmental Fund to the Government-Wide Statement of Activities  
For the Year Ended June 30, 2023**

---

**Net change in fund balance - total governmental funds** \$ 291,931

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense or are allocated to the appropriate functional expense when the cost is below the capitalization threshold. This is the amount by which depreciation expense (\$162,949) exceeded capitalized capital outlay (\$-0-) in the current period. (162,949)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Decrease in compensated absences 1,900

Certain revenues are recorded as unavailable revenue in the governmental funds because they do not meet the revenue recognition criteria of availability. However, they are included as revenue in the Governmental-Wide Statement of Activities. (75,000)

**Change in net position of governmental activities** \$ 55,882

The accompanying notes are an integral part of these financial statements.

## Rossmoor Community Services District

### Notes to Basic Financial Statements For the Year Ended June 30, 2023

---

#### Note 1 – Summary of Significant Accounting Policies

##### A. Reporting Entity

On November 4, 1986, the territory of the unincorporated Rossmoor Community approved the order adopted on June 25, 1986, by the Board of Supervisors of the County of Orange ordering a reorganization resulting in the formation of the Rossmoor Community Services District (the District). The District was formed to acquire, provide and maintain public recreation facilities and services, street lighting, and, subject to the consent of the County of Orange, installation and maintenance of median landscaping, aesthetic trimming of parkway trees, and street sweeping.

Upon formation on January 1, 1987, the District assumed responsibility for the various services formerly provided by Community Service Area Number 21 and assumed all assets and liabilities, including real property, from Community Service Area Number 21.

The District is governed by a five member Board of Directors elected by the registered voters within the District boundaries.

##### B. Basis of Presentation

Financial statement presentation follows the recommendations promulgated by the Governmental Accounting Standards Board ("GASB") commonly referred to as accounting principles generally accepted in the United States of America ("GAAP"). GASB is the accepted standards-setting body for establishing governmental accounting and financial reporting standards.

##### C. Measurement Focus and Basis of Accounting

###### Government-wide Financial Statements

The government-wide financial statements include a statement of net position and a statement of activities. These statements report information of all nonfiduciary activities of the primary government.

The government-wide financial statements are reported using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the District's assets, liabilities, including capital assets and long-term liabilities, are included in the accompany statement of net position. The statement of activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned (i.e. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.). Expenses are recognized in the period when the liability is incurred, regardless of the timing of the related cash flows.

## Rossmoor Community Services District

### Notes to Basic Financial Statements For the Year Ended June 30, 2023

---

#### Note 1 – Summary of Significant Accounting Policies (Continued)

##### C. Measurement Focus and Basis of Accounting (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

##### Governmental Fund Financial Statements

Governmental Fund Financial Statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances. An accompanying schedule is presented to reconcile and explain the differences in Fund Balance as presented in these statements to the Net Position presented in the Government-wide Financial Statements. The District presented all funds as major funds.

Governmental fund financial statements are reported using the “current financial resources” measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures generally are recorded when a liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds.

Property taxes, special assessments, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental fund:

The **General Fund** is the general operating fund of the District. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. The general operating expenses are paid from this fund.

**Rossmoor Community Services District**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2023**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

**D. Property Taxes**

Property taxes and special assessments associated with the current fiscal year are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal year. Property taxes attach as an enforceable lien on property. Secured and unsecured property taxes are levied on July 1<sup>st</sup>. The unsecured and secured property tax lien date is January 1<sup>st</sup>. Unsecured property taxes become delinquent on August 31<sup>st</sup>. Secured property taxes are payable in two installments, on November 1<sup>st</sup> and February 1<sup>st</sup> of each year, become delinquent on December 10<sup>th</sup> and April 10<sup>th</sup>, respectively. The County of Orange bills and collects the property taxes and remits them to the District according to a payment schedule established by the County. Property tax revenues are recognized when received in cash except at year-end when they are accrued pursuant to the modified accrual basis of accounting. The County is permitted by State law to levy property taxes at 1% of full market value (at the time of purchase) and can increase property assessed value no more than 2% per year.

**E. Cash, Cash Equivalents, and Investments**

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The District is a voluntary participant in an investment pool managed by the State of California titled Local Agency Investment Fund (LAIF) which has invested a portion of the pooled funds in Structured Notes and Assets-Backed Securities. LAIF's investments are subject to credit risk with full faith and credit of the State of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to changes in interest rates.

Certain disclosures requirements for deposits and investment risks were made in the following area:

- Interest rate risk
- Credit risk
  - Overall
  - Custodial credit risk
  - Concentration of credit risk

**F. Receivables**

All receivables are shown net of an allowance for doubtful accounts. There was no allowance for doubtful accounts at June 30, 2023.

Rossmoor Community Services District

Notes to Basic Financial Statements  
For the Year Ended June 30, 2023

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Note 1 – Summary of Significant Accounting Policies (Continued)

G. Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental activities columns in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are valued at the acquisition value of the assets on the date on which they were contributed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. The District utilizes a capitalization threshold of \$5,000 and an estimated useful life in excess of two years.

Depreciation is recorded on a straight-line basis over the following estimated useful lives:

Buildings and structures	7 – 40 years
Computer equipment	3 – 7 years
Motorized vehicles	5 – 10 years

H. Long-term liabilities

In the government-wide financial statements, long-term liabilities are reported as liabilities in the applicable governmental activities statement of net position. Issuance costs are expensed when incurred.

I. Compensated Absences

Full-time District employees earn twelve sick leave days per year and ten to twenty vacation days per year depending on years of service. Part-time employees earn sick and vacation days at a pro-rated amount. Vacation days can only be used after one year of employment. Upon termination, the District is obligated to compensate employees for 100% of the accrued vacation time, and up to 80 hours of unused sick leave. Compensated absences are recorded in the long-term liabilities in the statement of net position.

J. Net Position

In government-wide financial statements, net position is classified in the following categories:

**Investment in capital assets** – This component of net position consists of capital assets, net of accumulated depreciation

**Restricted** – This component of net position consists of restricted assets reduced by liabilities related to those assets

**Unrestricted** – This component of net position is the amount of the assets, liabilities that are not included in the determination of investment in capital assets or the restricted component of net position



**Rossmoor Community Services District**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2023**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

**K. Fund Balance**

**Nonspendable** – amounts that are not in a spendable form (such as prepaids and deposits) or are required to be maintained intact.

**Restricted** – amounts constrained to specific purposes by their providers (such as grantors, bondholders and higher levels of government), through constitutional provisions or by enabling legislation.

**Committed** – amounts constrained to specific purposes by a government itself, using the highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

**Assigned** – amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.

**Unassigned** – amounts that are for any purpose; positive amounts are reported only in a general fund.

**L. Spending Policy**

For government-wide financial statements, when an expense is incurred for purposes for which both restricted and unrestricted net position are available, the District's policy is to apply restricted net position first.

For governmental fund financial statements, when expenditures are incurred for purposes where only unrestricted fund balances are available, the District's policy is to apply the unrestricted resources in the following order: committed, assigned, and unassigned.

**M. Revenues**

Property taxes and special assessments are collected by the County of Orange on behalf of the District and remitted to the District at various times during the year. Reimbursements from the State and the County are presented as intergovernmental revenues. Charges for services revenues represent fees collected for the use of District facilities. Investment income is derived from interest earnings and fair market value adjustments of the District's financial assets that are maintained in various investment types. Revenues not classified in one of the categories above are presented as other revenues.

Intergovernmental revenue for the year ended June 30, 2023 consists of County street sweeping reimbursements of \$78,456 and the Prop 68 grant of \$79,766. These intergovernmental revenues are presented as program revenues under the public services and general government functions/programs in the statement of activities.

**Rossmoor Community Services District**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2023**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

**N. Use of Estimates**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Note 2 – Stewardship, Compliance and Accountability**

**A. Budgetary Data**

Budgets for the General Fund and the Capital Projects Fund are prepared, approved and adopted in accordance with Section 61110 of the government code. Budgetary control is maintained at the total expenditure level of each fund. Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the fiscal year for noncapital projects. Any deficiency of budgeted revenues compared to budgeted expenditures is financed from beginning unrestricted fund balance. During the fiscal year, several nominal supplementary appropriations were necessary.

**Note 3 – Cash and Investments**

Cash and investments as of June 30, 2023 consist of the following.

Cash on hand	\$	400
Demand deposits		132,872
Local Agency Investment Fund		<u>1,548,154</u>
Total cash and investments	\$	<u><u>1,681,426</u></u>

**Investments Authorized by the California Government Code and the District's Investment Policy**

The following table identifies the investment types that are authorized by the District's investment policy. The table also identifies certain provisions of the District's investment policy that address interest rate risk, credit risk and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District's investment policy.

Rossmoor Community Services District

Notes to Basic Financial Statements  
For the Year Ended June 30, 2023

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Note 3 – Cash and Investments (Continued)

Investments Authorized by the California Government Code and the District's Investment Policy

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Securities, Notes and Bonds	5 Years	25%	\$250,000
Federal Agency or U.S. Government Securities	5 Years	25%	\$250,000
California State Bonds, Warrants and Treasury Notes	5 Years	25%	\$250,000
California Local Agency Investment Fund	N/A	100%	\$75 Million
Orange County Treasury	N/A	25%	None
Medium-Term U.S. Corporate Bonds or Notes	5 Years	25%	\$250,000
Bankers Acceptances	6 Months	25%	\$250,000
Certificates of Deposit	2 Years	25%	\$250,000

Local Agency Investment Fund

The District is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The District's investments in LAIF at June 30, 2023 included a portion of pool funds invested in Structure Notes and Asset-Backed Securities:

**Structured Notes** are debt securities (other than asset-backed securities) whose cash-flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

**Asset-Backed Securities**, the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from pool of assets such as principal and interest repayments from a pool of mortgages (such as Collateralized Mortgage Obligations) or credit card receivables.

**Rossmoor Community Services District**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2023**

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**Note 3 – Cash and Investments (Continued)**

**Local Agency Investment Fund (Continued)**

As of June 30, 2023, the District had \$1,548,154 invested in LAIF, which had invested 1.46% of the pool investment funds in Structured Notes and Asset-Back Securities. LAIF determines market value on its investment portfolio based on market quotations for those securities where market quotations are readily available and based on amortized cost or best estimate for those securities where market value is not readily available. The District's investment in LAIF is reported at amortized cost at June 30, 2023. All investments with LAIF are secured by the full faith and credit of the State of California. Separate LAIF financial statements are available from the California State Treasurer's Office on the Internet at <http://www.treasurer.ca.gov>.

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the District manages its exposure to interest rate risk is by purchasing a combination of shorter-term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the District's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity:

<u>Investment Type</u>	<u>Total</u>	<u>12 months or less</u>	<u>12 months or more</u>
Local Agency Investment Fund	\$ 1,548,154	\$ 1,548,154	\$ -

**Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the District's investment policy or debt agreements, and the actual rating as of year-end for each investment type.

<u>Investment Type</u>	<u>Total</u>	<u>Minimum Legal Rating</u>	<u>Rating as of Year End</u>
Local Agency Investment Fund	\$ 1,548,154	N/A	Not rated

## Rossmoor Community Services District

### Notes to Basic Financial Statements For the Year Ended June 30, 2023

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#### Note 3 – Cash and Investments (Continued)

##### Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposit made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies.

The District's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the District's name. California law also allows institutions to secure the District deposits by pledging first trust deed mortgage notes having a value of 150% of the District's total cash deposits. The District may waive collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The District did not waive the collateralization requirements.

##### Fair Value of Investments

GAAP defines fair value, establishes a framework for measuring fair value and establishes disclosures about fair value measurement. Investments, unless otherwise specified, recorded at fair value in the statement of net position/balance sheet, are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Level of inputs are as follows:

- Level 1 – Inputs are unadjusted, quoted prices for identical assets and liabilities in active markets at the measurement date
- Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the asset or liability through corroboration with market data at the measurement date.
- Level 3 – Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the assets or liability at the measurement date.

Investments in the Local District Investment Fund (LAIF) are not subject to classification in the fair value hierarchy.

**Rossmoor Community Services District**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2023**

**Note 4 – Capital Assets**

A summary of changes in capital assets activity for the District's governmental activities for the year ended June 30, 2023 is as follows.

	Balance at June 30, 2022	Increases	Decreases	Balance at June 30, 2023
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 2,861,158	\$ -	\$ -	\$ 2,861,158
Construction in progress	5,250	-	-	5,250
<b>Total capital assets, not being depreciated</b>	<b>2,866,408</b>	<b>-</b>	<b>-</b>	<b>2,866,408</b>
Capital assets, being depreciated:				
Buildings and structures	4,512,273	-	-	4,512,273
Equipment	44,234	-	-	44,234
Motorized vehicles	59,703	-	-	59,703
<b>Total capital assets, being depreciated</b>	<b>4,616,210</b>	<b>-</b>	<b>-</b>	<b>4,616,210</b>
Less accumulated depreciation for:				
Buildings and structures	(3,295,126)	(152,120)	-	(3,447,246)
Equipment	(6,477)	(4,509)	-	(10,986)
Motorized vehicles	(40,364)	(6,320)	-	(46,684)
<b>Total accumulated depreciation</b>	<b>(3,341,967)</b>	<b>(162,949)</b>	<b>-</b>	<b>(3,504,916)</b>
<b>Total capital assets, being depreciated, net</b>	<b>1,274,243</b>	<b>(162,949)</b>	<b>-</b>	<b>1,111,294</b>
<b>Governmental activities capital assets, net</b>	<b>\$ 4,140,651</b>	<b>\$ (162,949)</b>	<b>\$ -</b>	<b>\$ 3,977,702</b>

Depreciation expense was charged to the following functions/programs in the statement of activities.

General government	\$ 4,509
Parks and recreation	158,440
	<u>\$ 162,949</u>

**Rossmoor Community Services District**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2023**

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**Note 5 – Long-Term Liabilities**

A summary of changes in long-term liabilities for the District's governmental activities for the year ended June 30, 2023 is as follows.

	<u>Balance at June 30, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance at June 30, 2023</u>	<u>Due Within One Year</u>
Compensated absences	<u>\$ 36,283</u>	<u>\$ 40,616</u>	<u>\$ (42,516)</u>	<u>\$ 34,383</u>	<u>\$ 26,475</u>

**Note 6 – Risk Management**

Liability coverage for the District is provided through the California Joint Powers Insurance Authority (California JPIA). In addition to liability coverage, the California JPIA offers other coverage programs. The various coverage programs shown below apply to the District. Pollution legal liability insurance, all risk property insurance, and crime insurance are purchased from commercial insurance companies on behalf of the District. Claims administration for the liability program is provided by Carl Warren & Company. Workers' Compensation liability is covered through State Fund Insurance.

**Comprehensive General and Automobile Liability Coverage**

Period: July 1, 2022 to July 1, 2023

Limit: \$50 million combined single limit per occurrence

**Workers' Compensation Coverage**

Period: July 1, 2022 to July 1, 2023

Limit: Statutory benefits, and \$10 million employer's liability

**Pollution Legal Liability Insurance**

Period: July 1, 2022 to July 1, 2023

Limit: \$5 million per member, \$250,000 per occurrence self-insured retention

**All Risk Property Insurance**

Period: July 1, 2022 to July 1, 2023

Deductibles: (a) \$10,000 for Building and Contents, (b) 5% for optional Earthquake and Flood, and (c) \$5,000 for optional Mechanical Breakdown

**Crime Insurance**

Period: July 1, 2022 to July 1, 2023

Deductible: \$5,000 Faithful Performance, Depositor's Forgery, Theft, and Computer Fraud

**Rossmoor Community Services District**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2023**

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**Note 6 – Risk Management (Continued)**

**Adequacy of Protection**

All claims are investigated, valued, reserved, defended and/or settled in accordance with generally accepted insurance industry practices. There are no existing claims known to the District which would exceed its applicable coverage. For the past three years, no claim has exceeded coverage limits for any of the programs indicated above. Contributions made for pooled self-insurance programs include amounts for claims which may have been incurred but not reported. Management believes the coverage as stated above is adequate and reasonable for the District.

**Note 7 – Commitment and Contingencies**

**Grants and Contracts**

The District has grants and contracts with government agencies which are subject to audit. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined. Management believes that any liability which may result from these audits would not be material.

**Claims and Contingencies**

The District is subject to claims and contingencies related to lawsuits and other matters arising out of the normal course of business. Management believes the ultimate liabilities associated with such claims and contingencies, if any, is not likely to have material adverse effect on the financial position or results of the District.



**Rossmoor Community Services District**

**Required Supplementary Information  
General Fund – Budgetary Comparison Schedule  
For the Year Ended June 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES</b>				
Taxes	\$ 1,159,000	\$ 1,288,000	\$ 1,244,715	\$ (43,285)
Special assessments	390,600	390,600	435,119	44,519
Intergovernmental	150,000	150,000	158,222	8,222
Charges for services	214,300	214,300	193,870	(20,430)
Investment income	3,000	3,000	7,514	4,514
Other	35,000	35,000	49,495	14,495
Total revenues	<u>1,951,900</u>	<u>2,080,900</u>	<u>2,088,935</u>	<u>8,035</u>
<b>EXPENDITURES</b>				
General government	1,045,406	1,045,406	982,693	62,713
Public services	315,000	315,000	317,481	(2,481)
Parks and recreation	394,000	428,550	399,119	29,431
Capital outlay	177,000	177,000	97,711	79,289
Total expenditures	<u>1,931,406</u>	<u>1,965,956</u>	<u>1,797,004</u>	<u>168,952</u>
Net change in fund balance	<u>\$ 20,494</u>	<u>\$ 114,944</u>	291,931	<u>\$ 176,987</u>
<b>FUND BALANCE</b>				
Beginning of year			<u>1,417,511</u>	
End of year			<u>\$ 1,709,442</u>	



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**REPORT ON INTERNAL CONTROLS OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

**PARTNERS**

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

*Independent Auditor's Report*

Board of Directors  
Rossmoor Community Services District  
Rossmoor, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Rossmoor Community Services District (the District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated November 8, 2023.

**MANAGERS / STAFF**

Seong-Hyea Lee, CPA, MBA  
Evelyn Morentin-Barcena, CPA  
Veronica Hernandez, CPA  
Laura Arvizu, CPA  
John Maldonado, CPA, MSA  
Julia Rodriguez Fuentes, CPA, MSA  
Demi Hite, CPA  
Jeffrey McKennan, CPA

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

**MEMBERS**

American Institute of  
Certified Public Accountants

*PCPS The AICPA Alliance  
for CPA Firms*

*Governmental Audit  
Quality Center*

California Society of  
Certified Public Accountants



Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Rogers, Anderson, Malody & Scott, LLP.*

San Bernardino, California  
November 8, 2023



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November 8, 2023

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California Society of  
Certified Public Accountants

Board of Directors  
Rossmoor Community Services District  
Rossmoor, California

We have audited the financial statements of Rossmoor Community Services District (the District) as of and for the year ended June 30, 2023, and have issued our report thereon dated November 8, 2023. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated May 1, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.



### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

### **Significant Risks**

We have identified the possibility of the following significant risks:

*Management's override of internal controls over financial reporting* – Management override of internal controls is the intervention by management in handling financial information and making decisions contrary to internal control policy.

*Revenue recognition* – Revenue recognition is a generally accepted accounting principle that refers to the conditions under which an entity can recognize a transaction as revenue. Auditing standards indicate that recognizing revenue is a presumed fraud risk and usually classified as a significant risk in most audits.

These significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although identified as significant risks, we noted no matters of management override of controls or deviations from generally accepted accounting principles which caused us to modify our audit procedures or any related matters which are required to be communicated to those charged with governance due to these identified risks

### **Qualitative Aspects of the District's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were consultations with one other accountant regarding routine accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the District, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

### **Other Information in Documents Containing Audited Financial Statements**

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the District's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have applied certain limited procedures to the General Fund – Budgetary Comparison Schedule. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the Required Supplementary Information (RSI) and do not express an opinion or provide any assurance on the RSI.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

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

*Rogers, Anderson, Malody & Scott, LLP.*

November 8, 2023

## Rossmoor Community Services District

**Policy**

**No. 3025**

### ANNUAL FINANCIAL AUDIT

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

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

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

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

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

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

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

Converted from Resolutions 93-2 & 95-1

Amended: February 11, 2003

Amended: September 14, 2004

Amended: October 9, 2007

Amended: January 13, 2009

Amended: February 13, 2018

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM H-2**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND ACTION REGARDING AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT RENEWAL AGREEMENT WITH STREET SWEEPING CORP OF AMERICA (SCA)

#### **RECOMMENDATION**

The Rossmoor Community Services District (RCSD) Personnel and Contract Committee is recommending that the Board of Directors approve a one-year contract renewal with Street Sweeping Corp of America, effective January 1, 2024.

#### **BACKGROUND**

At their meeting held on August 29, 2023, the RCSD Personnel and Contract Committee voted to recommend a one-year contract renewal with Street Sweeping Corp of America. Currently in effect is a contract between Rossmoor Community Services District (RCSD) and Sunset Property Services, dated December 14, 2021, with a term of three (3) years. In February 2022, Sunset Property Services became a partner of Sweeping Corporation of America (SCA). SCA has requested in their letter of July 18, 2023, a CPI/Renewal increase of 3.7% effective January 1, 2024. The contract currently expires January 1, 2024.

#### **FISCAL IMPACT**

See the attached letter from SCA on July 18, 2023, outlining the 3.7% COLA increase that SCA has requested beginning January 2024. The current contract is for \$6,538.14 monthly and \$78,457.68 annually. With the increase the amounts would be:

- A 3.7% increase, the new contract will be \$81,360.61 annually.
- The monthly 2024 bill will be \$6,780.05.



Both the current and proposed fee includes the alternating sweeping schedule of four (4) times per month (twice for the even addresses side of the streets and twice for the odd addresses side of the streets; the alteration was already factored into the agreement, since the amount went from \$60,000 per year to the current \$78,457.68 per year.

Currently the county reimburses the District up to \$80,000 annually. The District has a request in to the Orange County Operations and Maintenance Division to increase funding to cover the additional \$1,360.61 increase in fees.

## **ATTACHMENTS**

1. February 16, 2022, Letter from SCA announcing their partnership with Sweeping Corporation of America (SCA)
2. July 18, 2023, Letter from SCA requesting a 3.7% Renewal/CPI increase for FY 2024.



February 16, 2022

Dear Valued Customer,

Sunset Property Services is excited to announce they are now a part of Sweeping Corporation of America. You can expect the same great service you received in the past from the same local team.

Sunset Property Services in combination with Sweeping Corporation of America brings significant resources in continuing to provide our customers the highest quality service in the industry. SCA is the largest power sweeping company in the United States with over 600 sweepers across 55 locations, covering 17 states. Our nearly 1,700 safety conscious employees look forward to guaranteeing your satisfaction and exceeding your expectations!

As we start to integrate, we wanted to make you aware of our new address for remitting payments.

Please update your systems.

For Checks:

SCA of CA, LLC  
PO Box 84533  
Seattle, WA 98124-5833

For ACH:

Key Bank  
Account #: 359681612693  
Routing #: 041001039  
Account Name: SCA of CA, LLC

Thank you for your business and we look forward to continuing to be your first choice for all your sweeping needs!

If you have any questions about SCA, the transition or our services, please do not hesitate to contact me at [ahowhannesian@sweepingcorp.com](mailto:ahowhannesian@sweepingcorp.com) or 949-551-5151

Sincerely,

Andi Howhannesian

Site Manager

16251 Construction Circle West

Irvine, CA 92606

PAID MAR 18 2022



July 18, 2023

Mr. Joe Mendoza  
General Manager  
City of Rossmoor  
3001 Blume Drive  
Rossmoor, C.A. 90720

Re: Extension and CPI adjustment.

Dear Joe,

We are respectfully requesting our renewal/CPI increase for FY 2024. With the continued increases on additional costs of labor, healthcare and other operative costs we are asking for a 3.7% CPI adjustment to our contract.

Joe, we would appreciate yours, and the City Council's support in granting our request. Should you have any questions, or if we can help in any way, please do not hesitate to contact us.

Sincerely,

Jose Brito  
Branch Manager

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-3**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2023 ROSSMOOR WINTER FESTIVAL.

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and approve a contract for Event Operation for the Rossmoor Winter Festival by and between Rossmoor Community Services District and Elite Special Events on Saturday, December 9<sup>th</sup>, 2023.

**BACKGROUND**

Rossmoor Community Services District (RCSD) contracted with Elite Special Events for the 2023 Summer Festivals. The partnership was a great success and brought together the entire community for food, fun, and entertainment.

**ATTACHMENTS**

1. Draft Elite Special Events Contract

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
ELITE SPECIAL EVENTS, INC.  
2023**

**1. PARTIES AND DATE.**

This Professional Services Agreement is made and entered into this 14<sup>th</sup> day of November 2023 (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

**2.2 Project.**

District desires to engage Contractor to organize and promote one food truck Winter festivals that will take place at Rush Park, located at 3021 Blume Dr., Rossmoor, CA 90720, on December 9, 2023 (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibits “A”, “B” and “C” attached hereto and incorporated herein. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and any exhibit hereto the provisions of this Agreement shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on December 10, 2023, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance. Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

### 3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(C) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(D) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

(E) Liquor liability insurance. Contractor shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

### 3.2.5.2 Insurance Provisions.

(A) Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to District as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by District's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District for the contract period and any additional length of time required thereafter. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries

to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

(C) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self- insurance shall be called upon to protect it as a named insured.

(D) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

(E) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.

(F) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

(G) Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(H) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the



exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(I) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the District immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

(J) Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

(K) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its Contractors, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the District, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements under this agreement. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor under

this agreement given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to District for review.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A."

3.3.2 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.3 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 General Provisions.**

3.4.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. District may terminate this Agreement for cause upon five (5) days written notice to Contractor. Contractor may only terminate this Agreement for cause, by providing at least twenty (20) days written notice to District and refunding any deposit paid by District. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents,

approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:** Elite Special Events  
11278 Los Alamitos Blvd #101  
Los Alamitos, Ca 90720  
Attn: Ted Holcomb

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90814  
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity

provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

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

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the

Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

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

**DISTRICT**

ROSSMOOR COMMUNITY  
SERVICES DISTRICT

\_\_\_\_\_  
Joe Mendoza  
General Manager

APPROVED AS TO FORM  
FOR DISTRICT

\_\_\_\_\_  
Tarquin Preziosi  
General Counsel

**CONTRACTOR**

ELITE SPECIAL EVENTS, INC.

\_\_\_\_\_  
Ted Holcomb  
President

Exhibit "A"

SCOPE OF SERVICES



Elite Special Events, Inc  
11278 Los Alamitos Blvd #101  
Los Alamitos, Ca 90720  
(562) 799-7737

**1. Duration** – The PROMOTER will organize one food truck festival that will take place at Rush Park on the following date:

December 9 (the "Event"). The hours of the Event will be from 4-9pm.

**2. Exclusivity** – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote the Event at this venue during the time and date listed above and will have exclusivity on renting space, getting sponsors and promoting the Event. DISTRICT retains the right to also promote the Event and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Event by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.

**3. Promoter's Duties** – The PROMOTER shall be responsible for all duties pertaining to the shows at the Event which includes renting space to Food Trucks, a tap truck, vendors and sponsors, organizing the carnival area, and providing the items and activities set forth in the attached Invoice/Contract Agreement #124, and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, toilets, sinks, power, and carnival area equipment. PROMOTER will also promote and advertise the Event. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment for 2-8pm.

**3.5. Provision of Alcohol** – PROMOTER may provide one Tap Truck to serve alcohol at the Event, as provided in Exhibit B, within the beer garden area ("Beer Garden") depicted in Exhibit C. PROMOTER shall first obtain, and thereafter maintain for the duration of the Event, each and every state, county and/or local permit and/or license required to serve alcohol at the Event, including, but not limited to those required by the California Department of Alcoholic Beverage Control ("ABC") and the County of Orange. The Beer Garden shall be gated, secured and monitored by PROMOTER at all times to prevent access by persons under 21 and intoxicated individuals. No alcoholic beverages shall be allowed to be taken outside of the Beer Garden. PROMOTER shall provide at least one security guard currently licensed by the California Bureau of Security and Investigative Services ("Security Guard") to monitor and control access to the Beer Garden, check identification, provide crowd control and otherwise ensure that the forgoing requirements are complied with, for the duration of each Event.

**4. District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public bathroom and clean after event. DISTRICT will be responsible for hiring one headline group for stage, if desired, that would play from 6:30-8:00pm. District will, in its direction, sell tickets to the Event and collect and retain payment therefore.

**6. Compensation** – See attached Invoice/Contract Agreement #124.










**Elite Special Events, Inc**  
 11278 Los Alamitos Blvd #101  
 Los Alamitos, Ca 90720  
 (562) 799-7737



10/17/2023

Invoice/Contract Agreement #124

Event: Rossmoor Winter Festival 2023  
 Date: Dec 9  
 Address: 3001 Blume Dr – Rossmoor  
 Hours: 4-9pm

	25-Ton Snow sledding Area 5 sledding hills, 20 sleds, groomers, rakes, shovels, 2 extreme wood ramps * Need additional 6 volunteers	\$6600
	50 bails of straw – delivered and picked up night of event. \$15each + \$150 delivery/pickup fee	\$950
	Separate snowman area attached to sledding course. 5 bails of straw to enclose with one life-size snowman that Elite staff will build. Client to provide 6X4 backdrop banner provided by city	300
	25X30 Exotic Petting Zoo – includes lamas, goats, miniature pony, tortas, pigs. Tent, lights, feed staff included. (reindeer extra). Fully staffed	\$1,900
	15X15 5 pony sweep – 5 well groomed ponies for kids 3-12 to ride on	\$900
	20X20 4-foot-high concert stage with red & white top and lights. With wings for speakers. Blocks to go over curb area to level out	\$1,800
	Carnival Kids Zone - Obstacle Course, Batter up, Frozen Bouncer, Big Baller Wipeout, Animal Kingdom. 5 staff, 5 generators	\$3,800
Banners	(6) 6X4 banners to hang on fence and walls of Rossmoor. \$100 each (1) Large 20X6 stage backdrop banner - \$400	\$1000



	(2) snowflake machines with snow juice and operator \$200 each plus attendant	\$500
	(2) snow characters – Olaf, Grinch, \$200 each	0
Walls For Santa Village	60 feet of Window Wall for Santa Village Gazebo	300
Setup/delivery fee		\$300
Staffing	6 workers for snow sledding area and snow play area	\$825
<b>Total</b>		<b>\$19,175.00</b>
<b>Deposit due</b>		<b>\$9,587.00</b>
<b>Balance due at show</b>		<b>\$9,587.00</b>

- *Deposit of half due at signing*
- *Balance paid day of the show*
- *Client will provide volunteers to help in snow and kids zone*
- *Elite to provide ticket booth and wristbands for client. Client needs ticket sellers*
- *Client will sell tickets for \$10 and keep 100% of the income*

*Checks made out to Elite Special Events*

*We agree to the above terms and conditions:*

\_\_\_\_\_  
*RCSD Representative*

\_\_\_\_\_  
*Date*

**Exhibit "B"**  
**Tap Truck Proposal**



# Tap Truck Proposal

*Ted Holcomb- Elite Special Events*



## MENU

Mexican Lager  
Hazy IPA  
Amber Lager  
Craft Seltzer  
Wine Options  
Pomegranate Margarita

*With a different collection of beers/ drinks at each event!*



# ABC Information

**Event Name/ Title:** RCSD Winter Festival

**Event Host Name:** Ted Holcomb

**Event Date:** Saturday, December 9, 2023

**Day of Event Contact:** Ted Holcomb

**Day of Event Contact Phone:** 310-560-9122

**Place of Business:** 11278 Los Alamitos Blvd, Los Alamitos,  
CA 90720

**Event Address:** 3021 Blume Dr. Rossmoor, CA 90720

**Map:** Event Space (see attached)

**Estimated Attendance (Beer Garden):** 900

**Exhibit "C"**  
**Site Plan**

# Rossmoor Winter Fest Layout Dec. 9, 2023 (4-8pm)



## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM H-4**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** INTRODUCTION OF AN AMENDMENT TO POLICY NO. 6050 TO UPDATE THE FACILITIES – TENNIS COURTS POLICY TO INCLUDE PICKLEBALL

#### **RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board Of Directors review the draft amended Policy No. 6050 and take action as appropriate for the policy to cover the use of Pickleball courts.

#### **INFORMATION**

Conversion of one tennis court into four Pickleball courts has been approved by the Board of Directors. The conversion project will begin November 20, 2023 and a policy covering Pickleball is needed. The attached Policy No. 6050 Facilities – Tennis Courts, has been marked to show proposed changes to include Pickleball play and to update methods of payment and reservation allotment time.

#### **ATTACHMENTS**

1. Policy No. 6050 marked to show proposed changes

## Rossmoor Community Services District

**Policy**

**No. 6050**

### **FACILITIES – TENNIS COURTS**

**6050.10** Appropriate Etiquette: All persons playing on or visiting the Rossmoor tennis courts shall use commonly accepted tennis etiquette. All attempts shall be made not to disturb other players. The Rossmoor courts are primarily intended for the playing of games by two or more persons. A reservation does not take effect until two or more persons are present and ready to play.

**6050.20** Use Limitation For Non-Reservation Players: Court use is limited to one hour for non-reservation players when there are people waiting. This does not mean that someone has to wait one hour, only that the party occupying the court has to surrender the court after one hour of use whenever anyone else appears and wishes to use the court to play or immediately if someone appears with a reservation in hand or posted on the Court Tennis Schedule at the east entrance to the tennis courts.

**6050.30** Use Limitation For Players With Reservation: Court use for persons making a reservation is limited to a maximum of one and one-half hours (per day on Saturdays, Sundays, holidays and after 3:00 p.m. on weekdays).

**6050.40** Expiration of Reserved Time: Courts shall be surrendered to the next waiting party when their playing time has expired. When a game is in progress at the time of expiration, play may continue up to a maximum of five (5) minutes to complete the game in progress. No new game, other than the concluding game of a set, should commence with less than five (5) minutes remaining on the allowable playing time.

**6050.50** Advance Reservation: All reservations must be made no later than 4:00 p.m. PST. for use that evening or 4:00 p.m. on Friday for use that evening or the weekend through Monday at 4:00 p.m. Times during PDT shall be 3:00 p.m. The posting of the Court Tennis Schedule shall be done in a manner so as give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.

**6050.51** Reservation Limit: No reservations may be made for more than two weeks in advance by residents and one week in advance by non-residents.

**6050.52** Method of Payment: Payment for the use of reserved play time may be made at the District office during normal business hours or by placing the fee in an envelope provided at the District's Recreation office, and placing the envelope in the slot on the north wall of the Rossmoor Park Community Center building.

**6050.53** Rain Check: A "rain check" or refund may be given, upon request, for a reservation that is not usable due to inclement weather, acts of God or other reasons deemed sufficient by the General Manager. A refund will be given for a reservation that is cancelled no less than twenty-four hours prior to the reserved time.

**6050.60** Use By A Single Player: A single player may occupy a court for practice so long as it is available and there are no groups of two or more waiting. The court shall be vacated by the single player upon determination that there is a group of two or more waiting to play.

**6050.70** Challenge Match: A challenge match, that may consist of up to six persons playing doubles, shall occupy a court for no more than two hours when there are persons waiting to play.



**6050.80 Appropriate Footwear Required:** All players shall use footwear which is appropriate for the hard court surface found at the Rossmoor courts. Such footwear shall not mark, chip, or otherwise damage the surface of the courts.

**6050.90 Court Maintenance:** The tennis courts will be closed for washing or maintenance each Wednesday morning from 7:00 a.m. to 10:00 a.m.. This provision is in effect even if there is no one actually washing or performing maintenance during this time.

**6050.100 Court Reserved For Instruction:** Courts may be reserved at various times for use in both private and group classes sponsored by the District. Reserved times will be posted on the reservations board adjacent to the courts.

**6050.110 Prohibited Uses on Courts:** Tennis courts are for tennis play only. The courts may not be used for other sports, rollerblading or skating, skate boarding, bicycling or any other wheeled device. Courts may not be used for picnicking, barbequing, or any other group activity. Dogs, whether leased or unleashed are not permitted within the tennis court complex. Failure to comply with these restrictions will subject the person or persons to eviction from the courts and the park facility in accordance with Policy No. 6010.60.

**6050.120 Tennis Instruction:** Tennis instruction by any individual shall not be offered for compensation without a permit approved by the General Manager pursuant to a written agreement approved by the Board.

Adopted: July 14, 1993  
Amended: August 6, 1997  
Approved renumbering & format: October 8, 2002  
Reaffirmed: December 10, 2002  
Amended: April 13, 2004  
Amended: March 11, 2008  
Amended: July 10, 2012  
Readopted by Ordinance 2014-01: January 14, 2014

# PROPOSED

## Rossmoor Community Services District

Policy

No. 6050

### FACILITIES – TENNIS AND PICKLEBALL COURTS

**6050.10 Appropriate Etiquette:** All persons playing on or visiting the Rossmoor tennis and pickleball courts shall use commonly accepted tennis and pickleball etiquette. All attempts shall be made not to disturb other players. The Rossmoor courts are primarily intended for the playing of games by two or more persons. A reservation does not take effect until two or more persons are present and ready to play.

**6050.20 Use Limitation For Non-Reservation Players:** Court use is limited to one hour for non-reservation players when there are people waiting. This does not mean that someone has to wait one hour, only that the party occupying the court has to surrender the court after one hour of use whenever anyone else appears and wishes to use the court to play or immediately if someone appears with a reservation in hand or posted on the Court Tennis/Pickleball Schedule at the east entrance to the tennis courts.

**6050.30 Use Limitation For Players With Reservation:** Court use for persons making a reservation is limited to a maximum of one hour with a maximum of two reservations ~~(per day on Saturdays, Sundays, holidays and after 3:00 p.m. on weekdays).~~

**6050.40 Expiration of Reserved Time:** Courts shall be surrendered to the next waiting party when their playing time has expired. When a game is in progress at the time of expiration, play may continue up to a maximum of five (5) minutes to complete the game in progress. No new game, other than the concluding game of a set, should commence with less than five (5) minutes remaining on the allowable playing time.

**6050.50 Advance Reservation:** All reservations must be made no later than 4:00 p.m. PST. for use that evening or 4:00 p.m. on Friday for use that evening or the weekend through Monday at 4:00 p.m. Times during PDT shall be 3:00 p.m. The posting of the Court Tennis/Pickleball Schedule shall be done in a manner so as give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.

**6050.51 Reservation Limit:** No reservations may be made for more than two weeks in advance by residents and one week in advance by non-residents.

**6050.52 Method of Payment:** Payment for the use of reserved play time may be made at the District office during normal business hours with a check or credit card. Payment may also be made by credit card on the Rossmoor Community Services District website through RecDesk with a verified account.

**6050.53 Rain Check:** A "rain check" or refund may be given, upon request, for a reservation that is not usable due to inclement weather, acts of God or other reasons deemed sufficient by the General Manager. A refund will be given for a reservation that is cancelled no less than twenty-four hours prior to the reserved time.

**6050.60 Use By A Single Player:** A single player may occupy a court for practice so long as it is available and there are no groups of two or more waiting. The court shall be vacated by the single player upon determination that there is a group of two or more waiting to play.

**6050.70 Challenge Match:** A challenge match, that may consist of up to six persons playing doubles, shall occupy a court for no more than two hours when there are persons waiting to play.

**6050.80 Appropriate Footwear Required:** All players shall use footwear which is appropriate for the hard court surface found at the Rossmoor courts. Such footwear shall not mark, chip, or otherwise damage the surface of the courts.

**6050.90 Court Maintenance:** The tennis and pickleball courts will be closed for washing or maintenance each Wednesday morning from 7:00 a.m. to 10:00 a.m.. This provision is in effect even if there is no one actually washing or performing maintenance during this time.

**6050.100 Court Reserved For Instruction:** Courts may be reserved at various times for use in both private and group classes sponsored by the District. Reserved times will be posted on the reservations board adjacent to the courts.

**6050.110 Prohibited Uses on Courts:** Tennis and pickleball courts are for tennis and pickleball play only. The courts may not be used for other sports, rollerblading or skating, skate boarding, bicycling or any other wheeled device. Courts may not be used for picnicking, barbequing, or any other group activity. Dogs, whether leashed or unleashed are not permitted within the tennis court complex. Failure to comply with these restrictions will subject the person or persons to eviction from the courts and the park facility in accordance with Policy No. 6010.60.

**6050.120 Tennis and Pickleball Instruction:** Tennis and Pickleball instruction by any individual shall not be offered for compensation without a permit approved by the General Manager pursuant to a written agreement approved by the Board.

Adopted: July 14, 1993  
Amended: August 6, 1997  
Approved renumbering & format: October 8, 2002  
Reaffirmed: December 10, 2002  
Amended: April 13, 2004  
Amended: March 11, 2008  
Amended: July 10, 2012  
Readopted by Ordinance 2014-01: January 14, 2014

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-5**

**Date:** November 14, 2023

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND POSSIBLE ACTION RE: EXTENDED HOURS FACILITY REQUEST FOR USE OF RUSH PARK AUDITORIUM, EAST ROOM, WEST ROOM AND FIELD THREE AT RUSH PARK.

**RECOMMENDATION**

Staff is recommending that the RCSD Board approve the extended hours facility request by Sarah Hull for use of the Rush Park Auditorium, East Room, West Room and Field Three on Saturday, June 1, 2024 for a wedding event.

**BACKGROUND**

Sarah Hull has submitted an application for use of the Rush Park Auditorium, East Room, West Room and Field Three for a wedding on June 1, 2024 from 7 a.m. to 10 p.m. There will be approximately 400 people in attendance. Alcohol will not be served and a staff attendant will be present to oversee the event.

**ATTACHMENTS**

1. Policy No. 6010

## ROSSMOOR COMMUNITY SERVICES DISTRICT

**Policy**

**No. 6010**

### REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

**6010.00 Public Parks and Facilities:** Rossmoor Community Services District (District/RCSD) parks and facilities include the Montecito Center, Rossmoor Park, Rush Park, Foster and Kempton Mini-Parks Parks and buildings designated for rent within those parks. These parks and facilities are managed by the District in response to the needs of the residents of Rossmoor and are made available for the use of community-based organizations, non-profit organizations, private individuals and commercial groups. The aim of the District is to provide parks and facilities that are a benefit and source of pride to the entire community.

**6010.01 General/Short-Term Use:** District parks and facilities may be used by groups, individuals or organizations. Uses include, but are not limited to: classes, events and cultural, educational, health, self-improvement and sports programs.

**6010.02 Dedicated Use:** Specific space or rooms within the District may be authorized for dedicated use (one to two years) when specifically approved by the Board pursuant to Policy No. 6030 Facilities—Dedicated Use of Specific District Facilities.

**6010.03 Long-term Use:** A recurring monthly or weekly use of District parks or facilities shall be governed by Policy No. 6020 District Parks and Facilities—Long-Term Use.

**6010.04 Non-Profit Use:** Use of District parks and facilities by non-profit use shall be governed by Policy No. 6021 Non-Profit Use of District Parks and Facilities.

**6010.05 For Profit Use:** Commercial persons or groups requesting use of District facilities for the purpose of making a profit shall be governed by Policy No. 6022 Commercial Use of District Property

**6010.10 General Manager Authority:** The General Manager shall have the authority to limit the hours of use for all events based on the type of activity planned, proximity to homes, the noise level anticipated from the attendees and the availability of parking needed to accommodate the event. Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless otherwise approved by the Board, no outdoor events, including preparation time or clean up time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m. or conclude after dusk on non-lighted parks and facilities or 10:00 p.m. on lighted parks and facilities. Preparation time includes, but is not limited to, any organized activity such as exercising, warming up, practicing, preparation of a field for play, preparation of a facility for the event, or any other activity if it generates excessive noise. The General Manager shall make such determinations, consistent with this or other applicable Board policies. Such determinations may be appealed to the Board as provided in Section 6010.90.

**6010.20 Priority of Use:** The use of District parks and facilities shall be awarded in the following order of priority: District sponsored activities; Rossmoor community organizations; Rossmoor residents; other organizations or individuals. Also, organizations currently using District facilities will be given the right of first refusal or to renew their current usage in accordance with the latest fee schedule. The General Manager may require documentation to authenticate the addresses and identities of the requester and his/her organization.

**6010.30 Sunday Organized Use:** User Permits for Sunday organized use of playing fields will require approval of the Board. Organized use is defined as any group which is a member of a league or association whose primary purpose is to participate in a recreational activity which has scheduled

or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are a part of organized play. Use of a facility by an informal gathering such as a family or a social gathering is not considered organized play within the meaning of this policy.

**6010.40 User Permit Required:** The use of any buildings or meeting rooms as set forth in Policy No. 6011.20 shall require the person or group to obtain a User Permit from the District. Use of any green space, court or field for organized activity by a group of ten persons or more shall require a person or group to obtain a User Permit. User Permits for any outdoor picnic, meeting, or public gathering of seventy five (75) or more shall be governed by Policy No. 6012 Group Picnics, Public Gatherings and Special Events.

**6010.41 User Permit Procedures:** An applicant for a User Permit must be 18 years of age (See Policy 6060.30) in order to apply for the use of a park or facility. The permittee shall make an application on forms provided by the District, accompanied by a processing fee. See Policy No. 6015 Establishment of Fees And Charges For Use Of District Parks, Buildings and Facilities. It is the responsibility of the person in charge of the event, as identified on the User Permit, to enforce the rules of this policy. Failure to enforce the rules of the District's policies is immediate grounds for revocation of a User Permit.

**6010.42 Permit Requests and Deposits:** A request for a User Permit should be received by the District a minimum of ten (10) calendar days prior to the requested date and may be submitted six (6) months prior to the requested date. A "reservation" fee will be required to be paid at the time the User Permit is submitted and all other required fees, in accordance with Policy 6015, must be paid at least ten (10) calendar days prior to the scheduled event or the request is invalid. If another applicant requests the same facility or field on the same date and time, the original applicant will be notified and requested to pay any unpaid fees and if that person does not do so within two (2) business days, the later applicant's request will be honored. In all cases, fees and deposits paid within ten (10) calendar days of the scheduled event must be in cash.

**6010.43 Response to Applicants:** Unless otherwise specified, the District will make reasonable efforts to respond to applicants within five (5) working days of receipt of application unless the request requires Board approval or if the General Manager is required to research a particular aspect of a request which is not specifically covered by Board policy. In the latter case, every attempt will be made to approve or disapprove a User Permit Request in a timely manner.

**6010.44 Revocation of User Permit:** A User Permit may be revoked by the General Manager upon a finding that any policy of the District has been violated by the holder of the permit or a person using District property under the authority of said User Permit. A person desiring to contest the revocation must do so as set forth in section 6010.90.

**6010.50 Agreement Required:** The rental of any park or facility for a commercial use shall require an Agreement between the user and the District for a sharing of revenue on terms negotiated by the parties.

**6010.60 District Indemnification:** Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility must sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmore Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

**6010.70 Cancellation of Request By Applicant:** In the event of a cancellation by the applicant, notice to the District shall be given as far in advance of the scheduled event as possible. An applicant who cancels a reservation may receive a refund for fees or deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled use. The refund will be denied, however, if another applicant has requested the same reservation and was denied that reservation because the initial applicant was advised of the secondary request and consequently paid all deposits and fees. Cancellations that do not meet the ten (10) day calendar deadline, or applications made less than ten (10) days in advance of the scheduled event, may receive a partial refund of fees and deposits only if the General Manager finds:

- a. The applicant made a reasonably good faith effort to promptly notify the District and the facility was subsequently rented for same date and time, or
- b. Extenuating circumstances beyond the applicant's control justify the refund.

In all cases, the processing and cancellation fees will be retained by the District.

**6010.80 Cancellation by General Manager:** Any reservation may be canceled by the General Manager if in his/her judgment the event violates any District policy. In the event of such a cancellation, notice shall be given to the applicant as far in advance of the scheduled event as possible, with a full refund of all fees and deposits made.

**6010.90 Appeal to the Board:** An applicant for or holder of a User Permit or any other interested person who disputes the decision of the General Manager regarding an application, denial or revocation or other matter regarding a User Permit may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the Board Agenda for the next scheduled Regular Board meeting and payment of the appeal fee as set forth in the Fee Schedule. The matter may be placed on a subsequent Board Agenda if there is insufficient time to place the matter on the agenda for the next regularly scheduled meeting of the Board. Any such appeal must be in writing and must be delivered to the General Manager within ten (10) calendar days of the contested action and must state the specific action or inaction that is being challenged. The decision of the Board shall be final.

Adopted: October 8, 2002  
Amended: August 10, 2004  
Amended: March 8, 2005  
Amended: August 12, 2008  
Amended: July 14, 2009  
Amended: July 10, 2012  
Readopted by Ordinance 2014-01: January 14, 2014  
Amended: November 11, 2014  
Readopted by Ordinance 2014-03: November 11, 2014

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM I**

**Date:** November 14, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** GENERAL MANAGER ITEMS

#### **RECOMMENDATION**

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

#### **INFORMATION**

##### Recent Events:

- Harvest Festival in conjunction with the Farmers Market was held on Oct. 26 from 4 p.m. to 7 p.m. at Rush Park.
- Compost (mulch) Giveaway was held on Oct. 28 from 9 a.m. to noon at Kempton Park.
- Rossmoor Health Fair in conjunction with Holistic Hulk was held Nov. 4 from Noon to 4 p.m. at Rush Park.
- Senator Nguyen Safety Awareness Meeting was held Nov. 8 from 6:30 p.m. to 8 p.m. at Rush Park Auditorium

##### Upcoming Events:

- Fentanyl Crisis Town Hall Meeting – Nov. 16 6:30 p.m. to 8 p.m. at Rush Park Auditorium.
- Rossmoor Bulky Item Clean Up Event and Compost Giveaway – Nov. 18 from 9 a.m. to noon at Rush Park.
- Rossmoor Winter Festival – Dec. 9 from 4 p.m. to 9 p.m. at Rush Park.

##### Upcoming RCSD Meetings:

- Personnel and Contract Committee Meeting – Nov. 29 from 7 p.m. to 9 p.m.
- RCSD Board Meeting – Dec. 12 from 7 p.m. to TBD.



- Traffic Committee Stakeholder Meeting Dec. 14 in conjunction with OCPW.

Misc District Items:

- Rush Park was treated for termites (no tenting) on Oct. 28<sup>th</sup>.
- Rush Park had sewer pipes hydro blasted Nov. 8<sup>th</sup> – results are pending.
- The Zip Code change request has been submitted to both Congresswomen Steel and the Postmaster General.
- A job walk has been completed with the court resurfacing contractor. Project start date is scheduled for November 20<sup>th</sup> and will take approximately 3 weeks to complete.
- Bids are being prepared for the Flooring at Rush Park Auditorium.
- Kempton Park Lighting is under review due to concerns from residents. Staff will research cost to upgrade the lighting for safety concerns.

**ATTACHMENTS**

None