

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



## Regular Meeting of the Board Agenda Package

**June 12, 2012**

PUBLIC COPY

# TABLE OF CONTENTS



<b>A</b>	<b>AGENDA 06.07.12</b>
<b>B</b>	A-4 a.– OCTA Update: WCC Project Traffic Impacts- Sarah Swensson, Outreach Manager
<b>C</b>	D-1–Report of the Budget Committee Re: Preliminary FY 2012-2013 Annual Budget
<b>D</b>	D-2–Report of the Consulting General Manager Re: Governance
<b>E</b>	E-1a.– Minutes: Regular Board Meeting of May 8, 2012
<b>F</b>	E-2– April 2012 Revenue & Expenditure Report
<b>G</b>	H-1 – Proposed FY 2012-2013 Preliminary Budget
<b>H</b>	H-2 – Second Amendment To Amended And Restated Agreement w/KelRan, LLC For Tree Consulting Services
<b>I</b>	H-3 – New Three Year Agreement w/West Coast Arborist, Inc. For Parkway Arborist & Tree Maintenance Services
<b>J</b>	
<b>K</b>	
<b>L</b>	
<b>M</b>	
<b>N</b>	
<b>O</b>	
<b>P</b>	
<b>Q</b>	
<b>R</b>	
<b>S</b>	
<b>T</b>	
<b>U</b>	
<b>V</b>	
<b>W</b>	
<b>Y</b>	
<b>Z</b>	

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

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, June 12, 2012**

**7:00 p.m.**

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**A. ORGANIZATION**

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Casey, Kahlert, Maynard, Rips  
President Coletta
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
  - a. OCTA Update-West County Connector Project Traffic Impacts-Sarah Swensson,  
Outreach Manager.

**B. ADDITIONS TO AGENDA - None**

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

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

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

**C. PUBLIC FORUM**

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

**D. REPORTS TO THE BOARD**

1. REPORT OF THE BUDGET COMMITTEE RE: PRELIMINARY FY 2012-2013 ANNUAL BUDGET.
2. REPORT OF THE CONSULTING GENERAL MANAGER RE: GOVERNANCE

**E. CONSENT CALENDAR**

1. MINUTES:

a. Regular Board Meeting of May 8, 2012.

2. APRIL REVENUE AND EXPENDITURE REPORT.

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

**F. PUBLIC HEARING-None**

**G. RESOLUTIONS-None**

**H. REGULAR CALENDAR**

1. PROPOSED FY 2012-2013 PRELIMINARY BUDGET.

2. SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT WITH KELRAN LLC FOR TREE CONSULTING SERVICES.

3. NEW THREE-YEAR AGREEMENT WITH WEST COAST ARBORIST, INC. FOR PARKWAY ARBORIST AND TREE MAINTENANCE SERVICES.

**I. GENERAL MANAGER ITEMS**

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

**J. BOARD MEMBER ITEMS**

*This part of the Agenda is reserved Board members to discuss issues that are not on the Agenda, and/or to request that specific items be placed on a future Agenda. No Board action may be taken on these items that are not on the Agenda.*

**K. CLOSED SESSION-None**

**L. ADJOURNMENT**

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

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

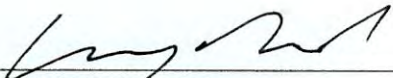
*Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the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

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

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the June 12, 2012, 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:

  
\_\_\_\_\_  
HENRY TABOADA  
Consulting General Manager

Date 6-8-12

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4**

**Date** June 12, 2012  
**To:** Honorable Board of Directors  
**From:** Consulting General Manager  
**Subject:** PRESENTATIONS FOR MEETING OF JUNE 12, 2012

**RECOMMENDATION:**

Receive presentations.

**BACKGROUND:**

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

- a. Sarah Swensson, Outreach Manager, OCTA updates on the pending construction of the I-405 Seal Beach Blvd overpass and the 12-day closure of the SB 1-605-SB I-405 tunnel.

**ATTACHMENTS:**

1. Pending.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM D-1**

**Date:** June 12, 2012  
**To:** Honorable Board of Directors  
**From:** Budget Committee  
**Via:** Consulting General Manager  
**Subject:** BUDGET COMMITTEE REPORT RE: AMENDMENTS TO  
PROPOSED FY 2012-2013 PRELIMINARY BUDGET

**RECOMMENDATION:**

Receive the report of the Committee.

**BACKGROUND:**

In accordance with Board policy, the General Manager presented a Preliminary FY 2012-2013 Budget at the May meeting of the Board. Discussion ensued regarding several new budget items. These and previous budget questions were submitted to the Budget Committee for their review and recommendations.

The District's contribution for the Fourth of July Fireworks Show at the JFTB was discussed with the benefit of budget information provided by the Cities of Los Alamitos and Cypress. Although the issue of the cost of broadcasting of District Board meeting is scheduled for discussion by the Board, the Committee viewed this as a budget issue and discussed this, as well.

The Rush Park parking lot rehabilitation project was also discussed with the benefit of a cost analysis and a financing proposal from the CSDA Finance Corporation. At issue was the placement of the project in a particular program year and the means to pay for it.

The Committee's recommendations and the Board's decision on LATV3 will be presented during Agenda Item H-1 Proposed FY 2012-2013 Preliminary Budget. Attached is a Recap of the Budget Committee meeting.



**ATTACHMENTS:**

1. Budget Committee Agenda Item C-1 FY 2011-2012 Proposed Revisions to FY 2012-2013 Preliminary Budget.
2. Budget Committee Meeting Recap.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM C-1**

**Date:** June 5, 2012  
**To:** Budget Committee  
**From:** RCSD, Consulting General Manager  
**Subject:** PROPOSED REVISIONS TO FY 2012-2013 PRELIMINARY BUDGET

**RECOMMENDATION:**

It is recommended that the Committee review proposed revisions to the District's Preliminary Budget and make recommendations to the Board.

**BACKGROUND:**

As required by Board policy, the Consulting General Manager presented the FY 2012-2013 Preliminary Budget to the Board at its May meeting. Discussion ensued and two budget issues were discussed with no consensus reached.

The first issue was the proposed upgrading of Field 1 in Rush Park. A motion was made to remove the project from the Capital Improvement Program (CIP) project list. The motion failed, but discussion ensued regarding the placement of the project in a particular program year and possible financial contribution by the Los Alamitos Girls Softball League to pay for the project. The Committee is being asked to make a recommendation to the Board at its June Regular Meeting.

A second issue which arose was the proposed rehabilitation of the Rush Park Parking Lot project. A discussion ensued regarding the placement of the project in a particular program year and the means and methods to pay for it. Attached is a firm cost estimate for the project. Also attached is an estimate for debt financing of the project from the CSDA Finance Corporation. The Committee is being asked to make a recommendation to the Board on these matters at its June Regular Meeting.

A third issue was the funding for the Fourth of July Fireworks Show. The District has asked the Cities of Los Alamitos and Cypress for their financial accounting of the costs of the event. That information is pending, and if received prior to the meeting, will be provided at that time. What we are being told is that when the cities have stated that they have "broken even", that this only applies to their hard costs, not personnel costs. Hopefully their data will assist the Committee in a recommendation to the Board.

Recommendations by the Committee and decisions by the Board are essential in order to conduct a public hearing on a Final Budget at the July Regular Meeting of the Board. Regarding the parking lot issue, it should be kept in mind that adoption of a Final Budget is not the final Board action on any project in the District's CIP. Any project which is valued at \$5,000 or more requires Board approval at the time the project is presented for awarding of a contract. Thus, the CIP Project List and outer year Fund 40 budgets is a work plan and not final approval.

**ATTACHMENTS:**

1. FY 2012-2013 Preliminary Budget.
  - a. Four-year Fund 40 CIP.
  - b. Email from Los Alamitos regarding 4<sup>th</sup> of July Fireworks.
2. Letter dated May 10, 2012 from Simplus Management re: Rush Park Parking Lot Pavement Replacement Cost Estimate.
3. CSDA Finance Corporation-Estimate of Financing Parking Lot Project.
4. Policy No. 3020 Budget Preparation, Adoption and Revision.

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**Capital Improvement Program Summary**  
**Fund 40**

Revenues				AMENDED	ETC 2011-12	PROPOSED 2012-2013
	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-11	BUDGET 2011-12		
Dept.						
<b>Beginning Fund Balance</b>	n/a	n/a	n/a	147,838	147,838	196,367
Other Government Agencies	21,608	0	0	0	0	0
Transfer in Other Funds/Fund 10	473,000	221,158	129,049	30,000	-	-
Transfer in Other Funds/Fund 20 thru Fund 1C	0	0	69,714	100,000	100,000	100,000
*Transfer in Reserves	0	150,000	0	0	0	0
<b>TOTAL FUND 40 REVENUES</b>	<b>494,608</b>	<b>371,158</b>	<b>198,763</b>	<b>130,000</b>	<b>100,000</b>	<b>296,367</b>
<b>Total Beginning Fund Balance + Revenues</b>	n/a	n/a	n/a	277,838	247,838	296,367
Expenditures						
Dept.						
Rossmoor Park	132,490	137,065	0	45,400	41,075	0
Montecito Center	0	8,200	28,471	65,000	0	65,000
Rush Park	155,009	87,666	13,434	116,066	10,086	172,206
General	0	20,000	9,020	0	310	28,991
<b>TOTAL FUND 40 EXPENDITURES</b>	<b>287,499</b>	<b>252,931</b>	<b>50,925</b>	<b>226,466</b>	<b>51,471</b>	<b>266,197</b>
<b>Revenues Less Expenditures</b>	<b>0</b>	<b>118,227</b>	<b>147,838</b>	<b>(96,466)</b>	<b>196,367</b>	<b>296,367</b>
<b>Ending Fund Balance</b>	n/a	n/a	147,838	51,372	196,367	30,170

\* Transferred back into reserves.

**FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET  
(FOR 2011-2012 ETC'S AND 2012-2013 PRELIMINARY BUDGET)  
FUND 40**

PROJECT TITLE	Adjusted Budget FY 2011-2012	ETC FY 2011-2012	Preliminary Budget FY 2012-2013	Information Only FY 2013-2014	Information Only FY 2014-2015	Information Only FY 2015-2016
<b>REVENUES</b>						
Beginning Fund Balance	\$147,838	\$147,838	\$196,367	\$30,170	(\$301,790)	(\$427,450)
Transfer from Fund 10	\$30,000	\$0	\$0	\$0	\$0	\$0
Transfer from Fund 20 (thru Fund 10)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0
Prop. I.A. Payback and Interest from State	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$277,838</b>	<b>\$247,838</b>	<b>\$296,367</b>	<b>\$30,170</b>	<b>(\$301,790)</b>	<b>(\$427,450)</b>
<b>EXPENSES</b>						
<b>ROSSMOOR PARK</b>						
Tennis Repaired & Resurfaced	\$40,400	\$41,075				
Replace Chain Link Fencing Around Backstops			TBD			
Tot Lot Equipment - Swing Set and Hooded Slide (1) to be consistent with safety regulations.	\$5,000					
Resurface Basketball Courts.			TBD			
<b>MONTECITO</b>						
Redesign Interior	\$65,000	\$0	\$65,000	\$50,000		
Redesign Exterior				\$49,800		
Install Electronic Message Board				\$48,000		
New Gate			TBD			
<b>RUSH PARK</b>						
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals)	\$19,200	\$5,192	\$14,000			
Rehabilitate and Upgrade Indoor Men's Restrooms (including waterless urinals)	\$3,120		\$3,120			
Upgrade Auditorium Lamp Fixtures and Install Emergency Lighting	\$19,950		\$19,950			
Replace Peripheral HVAC System in Auditorium			\$32,400			
Replace Temporary Picnic Canopy with Permanent Shade Structure			\$39,000			
Baseball Field - Replace with dustless dirt	\$35,000		\$35,000			
Tot Lot Equipment - Swing Set and Hooded Slides (2) to be consistent with safety regulations.	\$10,000	\$4,894				
Pour-in-Place Rubber Surfacing (Partial 2,132 sq.ft.) for Tot Lot to be consistent with safety regulations.	\$28,736		\$28,736			
Canopy Entrance for Auditorium				\$37,800		
Revise Landscape				\$20,700		
Install Solar Panels			TBD			
Repave Parking Lot (Possibly move to start in FY 2012-2013?)				\$125,660		
Outlet and Circuit Breaker for Movies and Concerts in the Park. (TBD in which FY.) = \$10,500						
<b>GENERAL</b>						
Rossmoor Shopping Village Signage (requested by Board Jan. 2012)	TBD	\$310	TBD			
Scissor Lift and Utility Trailer			\$14,750			
Irrigation Box for Rossmoor Triangle			\$9,000			
Replace Round Trash Cans for Rush, Rossmoor and Mini Parks.			\$5,241			
<b>TOTAL EXPENSES</b>	<b>\$226,406</b>	<b>\$51,471</b>	<b>\$266,197</b>	<b>\$331,960</b>	<b>\$125,660</b>	<b>\$0</b>
<b>ENDING FUND BALANCE</b>	<b>\$51,432</b>	<b>\$196,367</b>	<b>\$30,170</b>	<b>(\$301,790)</b>	<b>(\$427,450)</b>	<b>(\$427,450)</b>

## Henry Taboada

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**From:** Corey Lakin [Clakin@ci.los-alamitos.ca.us]  
**Sent:** Monday, June 04, 2012 3:55 PM  
**To:** Henry Taboada  
**Subject:** 4th of July Fireworks Spectacular Breakdown  
**Attachments:** 2012 Projected 4th of July Budget - As of 6-4-12.xls; 4th of July Sponsorship Packet Email.pdf

Hi Henry,

I hope you had a nice weekend. As we discussed a couple weeks ago, we have worked with Cypress to compile a brief budget with our direct and indirect costs for the 4<sup>th</sup> of July Fireworks Spectacular. Attached is the spreadsheet with all the details, broken down by City and by the various costs. If you need or want additional detail, we can provide it to you, but due to time constraints, we wanted to make sure you received it before your next budget meeting. Cypress has some additional details that Los Alamitos does not in the direct cost breakdown for the use of City vehicles and City materials, but the staffing costs alone will hopefully help you understand our costs.

Both cities have worked together since March to plan for the 4<sup>th</sup> and often work independently prior to that to prepare for the event. The goal of the event is to at least break even with the direct costs and any extra revenue leftover at the end of the event, is seed money for the following year. With the contribution from the sponsors being inconsistent, since at any time, we can gain or lose sponsors, it is difficult to predict where the budget will end up each year. We rely very heavily on the sponsorships and the only one we are guaranteed is the Consolidated Disposal amount until 2015.

We have appreciated the many years of partnership that the Community of Rossmoor has had with this event and hope that Rossmoor will continue with the traditional \$6,200 contribution to the event, in order to help with the sustainability of the event. We truly believe that Rossmoor residents enjoy the fireworks display either from the Base or from their homes. This event is a great alternative for residents since fireworks are illegal in all of our communities. For the \$6,200 contribution, Cypress and Los Alamitos will continue to provide Rossmoor with the credit as a hosting agency for the event. This will entitle Rossmoor with the same benefits as Cypress, Los Alamitos and Seal Beach with VIP Parking passes, seating passes, speaking rights and your name in all advertising and publicity. Should Rossmoor decide to lower their contribution down to the \$5,000 level or \$2,500 (as you previously stated), Rossmoor would be considered a sponsor at equivalent level for the event and would be entitled to the benefits equal to a sponsor. (See attached sponsorship packet.) The Super Star (\$5,000) or Shining Star (\$2,500) sponsorships do come with benefits, however, Rossmoor would no longer be considered one of the hosting communities and would be removed from press releases and publications. Your community logo would accompany the other businesses who sponsor the event. Additionally board members would not be extended an opportunity to speak, like the hosting communities.

We know you understand the financial challenges we are all facing hosting such a large event and are glad we can work together to share the financial responsibility. Please let me know if you have any questions or you need any additional information. We truly hope you are able to continue offering your support for the event so we can continue offering the 4<sup>th</sup> of July Fireworks Spectacular for many more years to come, as the best 4<sup>th</sup> of July fireworks show in Southern California.

*Corey Lakin*

*Director of Recreation & Community Services*

*City of Los Alamitos*

*(562) 430-1073 x500*

*(562) 594-9657 fax*

*[clakin@ci.los-alamitos.ca.us](mailto:clakin@ci.los-alamitos.ca.us)*

2012 Projected 4th of July Budget - as of 6/4/2012

NON-PERSONNEL EXPENDITURES

City of Los Alamitos Non-Personnel		Actual	Actual	Estimate
Vendor	Description	2010	2011	2012
So. Cal Sanitation	50 Portable Restrooms (6 Handicapped) (9 Handwashing Stations)	2,184	2,300	2,528
Oriental Trading Company	American Flags - 6" Plastic Flags		1,000	
24/7 Event Services	Parking Services/Cashiering		4,000	2,564
Hi-Way Safety	Signage (No Parking - 76.13 & Mesh Signs, Brackets & Braces - 1448.55, Flagtree - 120)		1,645	1,645
So. Cal Sanitation	3-Station Hot/Cold Sink			
Ahem Rentals	Light Towers (14), Generators (2), Spider Boxes (4), Cords (4-100')	1,449	2,123	2,125
Yale-Chase	Golf Carts		1,140	1,400
Traffic Control Service, Inc.	Delineators, Barricades	430	980	1,400
Smart & Final	Snacks for staff and volunteers		47	45
Los Al Public Wks	Fuel for Light Towers (diesel, 1.5 drums)	325	400	425
	15 Yards Fill Sand			
Vons	Ice for Water	48		
OC Register & LB Telegram	Advertising in Local Papers for Parking		1,032	
LAPW Supplies	Safety Equipment, sun block	100		
	Street Signs "Residents Only"	16	20	20
Ganahl Lumber (LAPW)	Shrink wrap	131	43	50
LAPD Supplies	Food, Drinks, Sunscreen, etc. for Police	120		
JFTB	Fireworks Inspection	600	840	840
JFTB	Flat \$1500 to MWR		1,500	1,500
JFTB	10% of vendor booth fees	1,098	840	840
SUB-TOTAL		6,500	17,910	15,382
City of Cypress Non-Personnel		Actual	Actual	Estimate
Vendor	Description	2010	2011	2012
Cypress Rec	VIP Refreshments/Decorations	80	16	20
Cypress PW	CNG Fuel for Street Sweeper		100	100
Cypress PW	Fuel for Water Truck		150	165
Cypress Rec	Roving Entertainers			
Cypress Rec	Glow Bracelets	582		
Cypress Rec	Water		102	100
Mix One Sound	Sound System Technician	2,450	1,605	1,650
Fireworks America	Pyrotechnic Firm	15,225	15,225	15,985
City of Cypress	Printing of VIP Parking & Tickets & Letterhead	350	500	500
SUB-TOTAL		18,687	17,698	18,520
NON-PERSONNEL TOTAL		25,187	35,608	33,902

PERSONNEL EXPENDITURES

City of Los Alamitos Personnel		Actual	Actual	Estimate
Department	Description	2010	2011	2012
Recreation	Part time staffing for event only	682	886	1,272
Public Works	OT hours only, all other hours absorbed into budget	3,811	6,655	6,821
Police	OT for event planning and overtime for the event	4,121	4,833	5,196
SUB-TOTAL		8,614	12,374	13,289
City of Cypress Personnel		Actual	Actual	Estimate
Department	Description	2010	2011	2012
Recreation	Planning, Event, Post Event	705	481	481
Public Works	Planning, Event, Post Event	6,500	5,637	5,300
Police	Planning, Event, Post Event	3,700	4,181	4,750
SUB-TOTAL		10,905	10,299	10,531
PERSONNEL TOTAL		19,519	22,673	23,820
TOTAL EXPENDITURES		44,706	58,281	57,722

REVENUE

Organization/Company		Actual	Actual	Estimate
Description	2010	2011	2012	
City of Seal Beach	Donation	8,000	8,000	8,000
Rossmoor	Donation	6,200	6,200	2,500
Elite Special Events	Inflatable Jumpers & Mechanical Rides	1,967	1,744	1,750
Glow Necklaces	Glow Necklaces	846	136	
	Water Sales	170	-	
Rollover Revenue	From 2011 Event			2,278
	Food Booths for 2012 = 14 @ 600	8,225	8,400	8,400
	Vendor Booths	2,750	-	
Cottonwood Church	Sponsorship			2,500
Los Alamitos Medical Ctr.	Sponsorship		2,500	2,500
Friday Night Lights	Sponsorship		2,500	
Sea Air Fed. Credit Union	Sponsorship	2,500	2,500	2,500
CARE Ambulance	Sponsorship	2,500	1,000	2,500
Non-Surgical Spine Care Center	Sponsorship		1,000	1,000
The Shops at Rossmoor	Sponsorship	1,000	1,000	1,000
Los Al Pop Warner	Sponsorship	1,000	1,000	1,000
Hawaiian Gardens Casino	Sponsorship			1,000
Play It Again Sports	Sponsorship			1,000
Shell Vacations (Kaleo Marketing)	Sponsorship			1,000
Consolidated Disposal	Sponsorship	1,000	15,000	15,000
Parking Fee	Proposed \$5 charge per car for parking (1750 pd, 262 free)		8,500	8,750
Consolidated Disposal	Reimbursement for American Flags		1,000	
Grating Pacific, Inc.	Donation			
Kenny Brandyberry	Donation	15,000		
Misc. Patron Donations	Donations	1,568	80	
TOTAL		52,726	60,560	62,678
AMOUNT AVAILABLE FOR 2013 EVENT		8,020	2,278	4,956

To apply to 2013 event

May 10, 2012

Rossmoor Community Service District  
3001 Blume Drive  
Rossmoor, CA 90720  
Attention: Mr. Henry Taboada, General Manager

Re: **Rush Park – Parking Lot Pavement Replacement Cost Estimate**

Dear Mr. Taboada:

As requested, please find the attached cost estimate to replace the existing asphalt concrete paving and aggregate base at the Rush Park parking lot.

The existing asphalt pavement within the parking lot at Rush Park is showing signs of distress due to age and displacement caused by existing tree roots. Based on soil borings performed in 2009 (see attached report from Albus-Keefe & Associates), replacement of the existing asphalt pavement and aggregate base is recommended.

The enclosed cost estimate includes the following items:

- Estimated costs to remove existing asphalt concrete pavement and existing aggregate base material.
- Remove existing tree roots (trees to be removed by Rossmoor Community Service District).
- Scarify and recompact existing subgrade material.
- Install new aggregate base and asphalt concrete pavement.
- Install new reinforced concrete pad for recycling bins.
- Install new pavement striping.
- Remove and replace existing concrete wheel stops.

Please note that the existing concrete curb and gutter and the concrete sidewalks will not be replaced. The construction costs include a 20 percent contingency amount for any potential increases in material costs as well as unknown subgrade conditions that may require additional work. The construction work is anticipated to be completed in Fall 2012. Estimated construction costs were confirmed utilizing a local paving contractor.

For budgeting purposes, the Simplus cost estimate also includes all work necessary to complete the design documents, properly advertise the project for construction, and coordinate the bid



process, assistance with getting the contractor under contract, and managing the construction of the work. The format of this cost estimate is as follows:

- Exhibit A – Construction Cost Estimate
- Exhibit B – Scope of Services
- Exhibit C – Schedule of Services (Rate Sheet)
- Exhibit D – Total Estimated Budget Costs

Please review this cost estimate and call me with any questions or comments you may have.

Sincerely,

*Paul J. Buckley*

Paul J. Buckley, P.E.  
Executive Vice President

Attachments



**ALBUS-KEEFE & ASSOCIATES, INC**  
GEOTECHNICAL CONSULTANTS

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May 11, 2009  
J.N.: 1770.00

Mr. Stephen Mutch  
Simplus Management Corp.  
10571 Calle Lee  
Suite 171  
Los Alamitos, CA 90720

**Subject: Pavement Design, Rush Parking Lot Improvements, 3001 Blume Drive, Rossmoor, California.**

Dear Mr. Mutch:

Pursuant to your request, *Albus-Keefe & Associates, Inc.* is pleased to provide a summary of our recent explorations of the existing pavement section within the Rush Parking Lot. This report also provides recommendations for pavement that will support the new recycling bins and address upgrading requirements to the remaining pavement present at the site. The pavement design criteria presented herein are based on the soil conditions present at the site, recent R-value testing, and anticipated traffic loads.

### **Field Sampling Program**

Field sampling program was performed on April 5, 2009, and involved coring 3 locations within the existing paving area and measuring and logging the thickness of existing asphalt and aggregate base. The locations were selected in the main drives in the parking lot and where we understand the recycling bins are proposed. The locations of the sampling operations are indicated on Plate 1 (Exploration Location Plan). Hand-auger borings into the subgrade were also performed to sample the underlying soils for classification and laboratory testing. At two of these locations (C-1 and C-3) the hand auger borings extended to depths of approximately 2 feet beneath the top of the existing pavement surface. At one location (C-2), the hand auger boring was extended to a depth of approximately 7 feet beneath the top of the existing pavement surface. Following our sampling, the borings were backfilled with soil cuttings and 4 inches of asphalt cold patch. A summary of thicknesses for the asphalt concrete and aggregate base, as well as a description of the subgrade soils encountered, is provided in Table A.

### **Laboratory Test Program**

One sample from each core site was tested for in-situ moisture content. The results are provided in Table A. One representative soil sample obtained from the exploration location C-2 was tested in the laboratory for R-value determination. Results of this test are included on Table A. Based on the results of our laboratory testing, an R-value of 11 is considered representative of subgrade soils.

**STRUCTURAL PAVEMENT DESIGN CRITERIA**

Engineering analyses were performed to estimate the Traffic Index (TI) and to determine structural paving sections for full replacement of the existing paving materials. The TI was estimated assuming the drive areas service one trash truck per week, one recycling truck per month (3-axel), and 59 parking spaces. From this traffic load, we estimate a TI of 4.5. Using a TI of 4.5 and R-value of 11, we obtain the structural sections presented in Table 1 below.

The recycling bins should be stored on a Portland Cement Concrete (P.C.C.) pad using the structural section provided below. The paving in front of the pad should also be constructed with P.C.C.

The existing asphaltic paving is somewhat less in structural strength than should be present for estimated traffic conditions. As indicated in Table A, the existing section is about 3 inches AC over 6 inches AB, which means the section is missing about 2 inches of AB. The current paving has performed reasonably well although some areas of removal and replacement are evident. The addition of one truck per month for pick up of recycling materials will not add significantly to the traffic load currently present. As such, the existing pavement could be used until its useful life is complete. When the existing pavement is sufficiently damaged to warrant replacement, the structural sections below should be used.

**TABLE 1  
Summary of Structural Sections**

Location	Traffic Index	R-Value	P.C.C. (inches)	A.C. (inches)	A.B. (inches)
Drive Areas	4.5	11	5	3	8
Parking Bays	N/A	11	---	3	4
Recycling Bin Pad	N/A	11	5	---	---

P.C.C = Portland Cement Concrete

A.C. = Asphalt Concrete

A.B. = Aggregate Base

Portland Cement Concrete used to construct rigid pavements should conform to Section 201 of the Greenbook and should have a minimum compressive strength of 2500 psi at 28 days. Reinforcement and jointing of concrete pavement sections should be designed according to the minimum recommendations provided by the Portland Cement Association (PCA). For rigid pavement, transverse and longitudinal contraction joints should be provided at spacing no greater than 15 feet. Score joints may be constructed by saw cutting to a depth of ¼ of the slab thickness. Expansion/cold joints may be used in lieu of score joints. Such joints should be properly sealed and provided with No. 4 bars doweled every 24 inches. At the leading and trailing edges of P.C.C., the outer 5 feet should be tapered to a thickness of 6 inches at the outside edges.

Prior to placement of aggregate base, subgrade surfaces should be scarified to a depth of 6 inches,

***ALBUS-KEEFE & ASSOCIATES, INC.***

brought to uniform moisture slightly over optimum, then compacted to at least 90 percent of the laboratory standard. The laboratory standard should be ASTM D1557.

Aggregate base should be placed in lifts no greater than 6 inches in thickness, brought to a uniform moisture slightly over optimum, then compacted to at least 95 percent of the laboratory standard. The laboratory standard should be ASTM D1557. Aggregate base materials should be Class II Aggregate Base conforming to Section 26 of the CALTRANS Standard Specifications for Construction of Local Streets and Roads.

Paving asphalt should be PG 64-10 (or either AR 4000 or AR 8000) conforming to the requirements of Section 203-1 of the Greenbook. Asphalt concrete materials should conform to Section 203-6 and construction should conform to Section 302 of the Greenbook. Where new asphaltic concrete paving will abut existing asphaltic concrete, the existing paving should be ground to a depth of 1.5 inches for a width of 12 inches into the existing paving to provide a key between the new and old paving.

### LIMITATIONS

This information is based on the proposed development and geotechnical data as described herein. The materials encountered on the project site, described in other literature, and utilized in our laboratory testing for this work are believed representative of the total project area, and the conclusions and recommendations contained in this report are presented on that basis. However, soil and bedrock materials can vary in characteristics between points of testing, both laterally and vertically, and those variations could effect the conclusions and recommendations contained herein. As such, observation and testing by a geotechnical consultant during the construction phase of proposed work are essential to confirming the basis of this report.

This report has been prepared consistent with that level of care being provided by other professionals providing similar services at the same locale and time period. The contents of this report are professional opinions and as such, are not to be considered a guaranty or warranty.

This report should be reviewed and updated after a period of one year or if the site ownership or project concept changes from that described herein.

This report has not been prepared for use by parties or projects other than those named or described herein. This report may not contain sufficient information for other parties or other purposes.

This report is subject to review by the controlling governmental agency.

Simplus Management Corp.

May 11, 2009

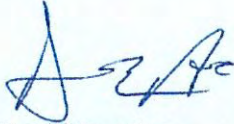
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Page 4

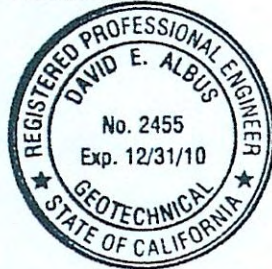
We appreciate this opportunity to be of service to you. If you have any questions regarding the contents of this report, please do not hesitate to call.

Respectfully submitted,

*ALBUS-KEEFE & ASSOCIATES, INC.*



David E. Albus  
Principal Engineer  
G.E. 2455



Attachments: Table A- Summary of Coring Data  
Plate 1 - Exploration Location Plan

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*ALBUS-KEEFE & ASSOCIATES, INC.*

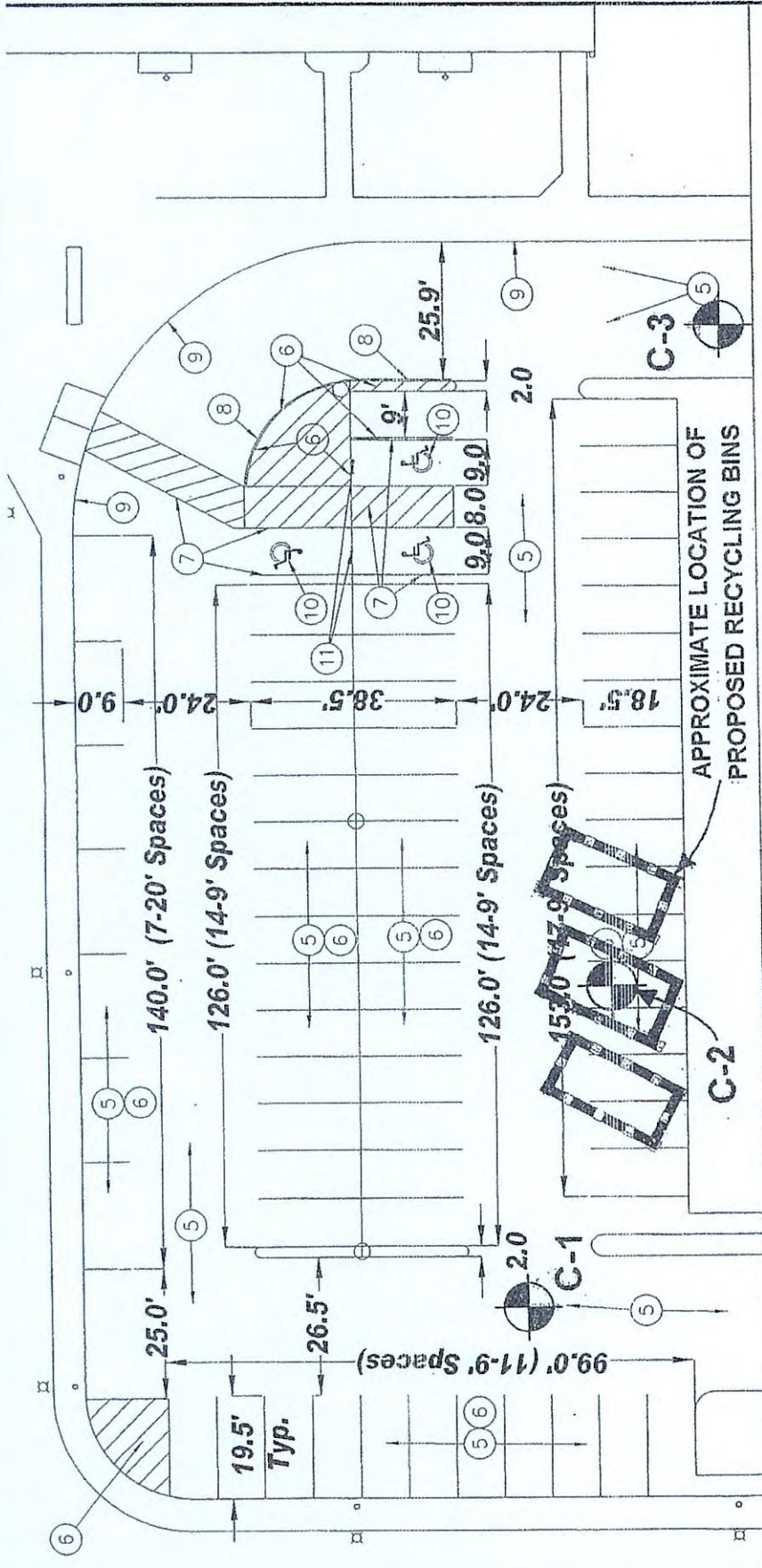
**TABLE A**  
**Summary of Coring Data**

<b>Coring Location</b>	<b>Existing A.C. Thickness (ft.)</b>	<b>Existing A.B. Thickness (ft.)</b>	<b>USCS Soil Type</b>	<b>In-Situ Moisture Content (%)</b>
C-1	0.25	0.45	CL	18.9
C-2*	0.25	0.65	CL	25.9
C-3	0.35	0.35	ML	20.0

A.C. = Asphalt Concrete

A.B. = Aggregate Base

\*R-Value = 11



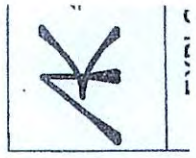
BLUME DRIVE

- 1 Install electrical conduit and conductors as required
- 2 Construct Light Pole Foundation Per Detail 1 on Sheet 6
- 3 Install Light pole, heads, lamps and make all electrical connections
- 4 Make all necessary electrical connections to energize lighting system
- 5 Clean and slurry seal parking lot
- 6 Paint 4" white stripe as shown
- 7 Paint 4" blue stripe as shown
- 8 Paint 4" red stripe as shown
- 9 Paint red curb to the limits shown
- 10 Install pavement markings as shown
- 11 Install signage as shown and per Detail 2 on Sheet 6
- 12 Use existing electrical conduit
- 13 Install wall mounted fixtures and make connections as required

APPROXIMATE LOCATION OF PROPOSED RECYCLING BINS

**EXPLANATION**  
(Locations Approximate)

- C-3 - Explanatory Coring



**RUSH PARK PARKING LOT PAVEMENT REPLACEMENT COST ESTIMATE**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost*</u>	<u>Total</u>
1	Mobilization/Demobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Existing Pavement Removal (3" Average Depth)	26,768	SF	\$ 0.38	\$ 10,171.84
3	Existing Aggregate Base Removal (6" Average Depth)	26,768	SF	\$ 0.75	\$ 20,076.00
4	Existing Tree Root Removal	1	LS	\$ 5,000.00	\$ 5,000.00
5	Scarify and Compact 6" Depth Subgrade	26,768	SF	\$ 0.35	\$ 9,368.80
6	Furnish and Install 4" Depth Aggregate Base	13,723	SF	\$ 0.65	\$ 8,919.63
7	Furnish and Install 8" Depth Aggregate Base	13,046	SF	\$ 0.95	\$ 12,393.23
8	Furnish and Install 3" Depth Asphalt Concrete Pavement	25,436	SF	\$ 3.45	\$ 87,754.20
9	Furnish and Install 5" Depth Reinforced Concrete Pavement	1,332	SF	\$ 6.50	\$ 8,658.00
10	Striping	1	LS	\$ 12,000.00	\$ 12,000.00
11	Remove and Replace Existing Concrete Wheel Stops	30	Each	\$ 50.00	\$ 1,500.00
<b>SUBTOTAL</b>					<b>\$ 190,841.69</b>
<b>20 Percent Contingency</b>					<b>\$ 38,168.34</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$ 229,010.03</b>

\*Sources utilized include prior projects, RSMMeans, and Excel Paving information

Prepared by: Blaine Barth  
Date: May 9, 2012



**EXHIBIT "B"**

**SCOPE OF SERVICES**

Development of plans and specifications for the Rush Park Parking Lot Replacement, including the following activities:

Design Phase Tasks

1. Finalize the following plans to be included in the bid package:
  - a. Existing parking lot site plan.
  - b. Proposed striping plan.
  - c. Reinforced concrete pad design and details.
2. Develop specifications for all improvement work covered on the plans listed above.
3. Prepare a detailed estimated cost of construction.
4. Compile all plans and specifications into one comprehensive bid package for review by RCSD for approval.
5. Attend Board meetings as necessary to present the design package.

Bid & Award Phase Tasks

1. Prepare the advertisement notice.
2. Notify multiple qualified paving contractors of the bid.
3. Conduct a pre-bid meeting at the site.
4. Address all pre-bid questions.
5. Coordinate and conduct the bid opening.
6. Review all bids and make recommendations of award to the RCSD Manager.
7. Coordinate with the low bid contractor and RCSD attorney to finalize contract documents.

Construction Phase Tasks

1. Provide construction management services for all aspects of construction.
2. Provide QA inspection and testing as required.
3. Administer the contract as required to complete the project.
4. Package and submit all proper close out paperwork to RCSD.

EXHIBIT "C"

**SCHEDULE OF SERVICES**

**Simplus Management Corporation**

**Project Management Schedule of Fees (2012)**

<b>PRINCIPAL</b>	<b>\$196 / HOUR</b>
<b>SENIOR PROJECT MANAGER, P.E.</b>	<b>\$180 / HOUR</b>
<b>PROJECT MANAGER</b>	<b>\$162 / HOUR</b>
<b>ASSISTANT PM / OFFICE ENG.</b>	<b>\$129 / HOUR</b>
<b>ENGINEERING TECHNICIAN</b>	<b>\$124 / HOUR</b>
<b>CLERICAL</b>	<b>\$ 88 / HOUR</b>

**Construction Management Schedule of Fees (2012)**

<b>PRINCIPAL</b>	<b>\$196 / HOUR</b>
<b>CONSTRUCTION MANAGER, P.E.</b>	<b>\$180 / HOUR</b>
<b>RESIDENT ENGINEER</b>	<b>\$162 / HOUR</b>
<b>ASSISTANT CM / OFFICE ENG.</b>	<b>\$129 / HOUR</b>
<b>FIELD INSPECTOR</b>	<b>\$124 / HOUR</b>
<b>ENGINEERING TECHNICIAN</b>	<b>\$124 / HOUR</b>
<b>CLERICAL</b>	<b>\$ 88 / HOUR</b>

**NOTES:**

The following items are included in the rates listed above: In-house reproduction, fax, field equipment, home office supplies.

**REIMBURSABLES WILL BE BILLED AT COST PLUS 15%.**

The following items are reimbursable: Field computer hardware and software charges, outside reproduction, in-house color copies (\$0.12/page), mileage (\$0.58/mi), subcontractors, materials testing, field office supplies, air fare, car rental, lodging, cellular phone charges, postage, parking, out of town travel expenses.

These rates will be valid for the year 2012.

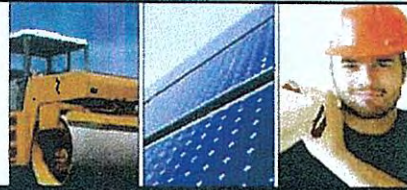
EXHIBIT "D"

**ESTIMATED CONSTRUCTION COSTS**  
**(BUDGET PURPOSES)**

Phase Description		Estimated Cost
Construction Costs	(Exhibit A)	\$ 229,000.00
Design Phase Tasks	(60 hrs x \$180/hr)	\$ 10,800.00
Bid & Award Phase Tasks	(24 hrs x \$180/hr)	\$ 4,320.00
Construction Phase Tasks	(40 hrs x \$180/hr)	\$ 7,200.00
	<b>Total</b>	<b>\$ 251,320.00</b>



# CSDA Finance Corporation



11121 Street, Suite 200  
Sacramento, CA 95814  
t: 916.442.7887 f: 916.442.7889  
www.csdafinance.net

PREPARED BY CSDA FINANCE CORPORATION

DATE: June 5, 2012

PROPOSED LEASE PURCHASE FOR: **Rossmoor Community Services District**

RE: **Parking lot**

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 15 days and lease funding within 60 days.

Payments: Semi-annually in arrears	<b>Financing Amount</b> <b>\$250,000</b>	<b>Interest Rate</b> <b>4.75%</b>	<b>Term</b> <b>5 years</b>
------------------------------------	---------------------------------------------	--------------------------------------	-------------------------------

PMT #	Due Date	Rent Payment	To Principal	To Interest	Purchase Option
1		\$28,380.50	\$22,443.00	5,937.50	233,245.93
2		28,380.50	22,976.02	5,404.48	209,695.50
3		28,380.50	23,521.70	4,858.80	185,585.76
4		28,380.50	24,080.34	4,300.16	160,903.41
5		28,380.50	24,652.25	3,728.25	135,634.86
6		28,380.50	25,237.74	3,142.76	109,766.17
7		28,380.50	25,837.14	2,543.36	83,283.11
8		28,380.50	26,450.77	1,929.73	56,171.07
9		28,380.50	27,078.98	1,301.52	28,415.11
10		28,380.50	27,722.06	658.44	0.00

TOTALS:	<u>\$283,805.00</u>	<u>\$250,000.00</u>	<u>\$33,805.00</u>
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Approved and agreed to: **Rossmoor Community Services District**

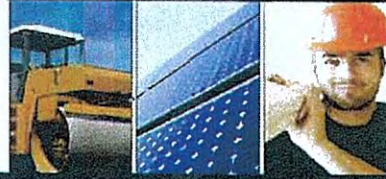
By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



**CSDA  
Finance Corporation**



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NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 15 days and lease funding within 60 days.

Payments: Semi-annually in arrears		Financing Amount	Interest Rate	Term	
		\$250,000	5.00%	10 years	
PMT #	Due Date	Rent Payment	To Principal	To Interest	Purchase Option
1		\$16,036.78	\$9,786.78	6,250.00	246,218.55
2		16,036.78	10,031.45	6,005.33	235,936.31
3		16,036.78	10,282.24	5,754.54	225,397.02
4		16,036.78	10,539.29	5,497.49	214,594.25
5		16,036.78	10,802.77	5,234.01	203,521.41
6		16,036.78	11,072.84	4,963.94	192,171.75
7		16,036.78	11,349.66	4,687.12	180,538.34
8		16,036.78	11,633.41	4,403.37	168,614.10
9		16,036.78	11,924.24	4,112.54	156,391.75
10		16,036.78	12,222.35	3,814.43	143,863.84
11		16,036.78	12,527.91	3,508.87	131,022.74
12		16,036.78	12,841.10	3,195.68	117,860.61
13		16,036.78	13,162.13	2,874.65	104,369.43
14		16,036.78	13,491.18	2,545.60	90,540.97
15		16,036.78	13,828.46	2,208.32	76,366.79
16		16,036.78	14,174.18	1,862.60	61,838.26
17		16,036.78	14,528.53	1,508.25	46,946.52
18		16,036.78	14,891.74	1,145.04	31,682.48
19		16,036.78	15,264.04	772.74	16,036.84
20		16,036.78	15,645.70	391.08	0.00
<b>TOTALS:</b>		<u>\$320,735.60</u>	<u>\$250,000.00</u>	<u>\$70,735.60</u>	

Approved and agreed to: Rossmoor Community Services District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Rossmoor Community Services District

**Policy**

**No. 3020**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amended: November 9, 2004  
Amended: January 11, 2005  
Amended: April 10, 2007  
Amended: October 9, 2007  
Amended: January 13, 2009  
Amended: January 10, 2012

**Rossmoor Community Services District**

**Budget Committee Meeting Recap**

**Location:** Rush Park Administration Building  
3001 Blume Dr.  
Rossmoor, CA 90720

**Date:** Tuesday, June 5, 2012

**Time:** 6:00 PM

**Attendees:** RCSD: Director Rips, Director Kahlert, RCSD General Manager Henry Taboada, Accountant Kathleen Bell, Recreation Superintendent Emily Gingras

**Discussion:** The following budget line items were discussed in order to give direction to the General Manager for compiling the FY 2012-2012 budget.

**Fourth of July Fireworks Spectacular Contribution:** The General Manager previously reported to the Board that the City of Los Alamitos 'broke even' relating to costs associated with the event. It was previously discussed to reduce the District's contribution by \$3,700 for a total contribution of \$2,500.

Upon further discussion with Los Alamitos and Cypress, it was discovered that they 'broke even' on hard costs and not personnel costs. The cities of Los Alamitos and Cypress provided the District with financial information breaking down their personnel costs. The District also received notification that if a \$2,500 contribution was made, the District would lose Rossmoor's title on logos, media and press coverage, VIP passes and the opportunity for dignitary speeches.

The budget committee felt it was important for Rossmoor to remain involved with this event and agreed to make a recommendation to the Board to approve the annual \$6,200 contribution made to the City of Los Alamitos.

**LATV 3 Broadcasting of Board Meetings:** The City of Los Alamitos had previously received \$15,000 annually from the County to broadcast District Board meetings on LATV 3. Those funds were eliminated in March 2012. The City of Los Alamitos submitted a proposal to the District offering to continue to broadcast meetings for a cost of \$250-\$300 monthly.



The committee agreed to make a recommendation to the Board to approve the broadcasting contract with LATV 3.

**Rehabilitation of Rush Park Parking Lot:** This item has remained in the CIP project list since 2009. The District has consulted with resident engineer, Russ Lightcap to provide an expert opinion. He had previously estimated a total cost of \$350,000 to \$450,000. A report was recently provided by Simplus Management on the existing condition and costs associated with the scope of work ranging from \$230,000 to \$250,000. Two financing options were provided by CSDA for a loan of \$250,000. The first is a five-year term with payments of \$56,761 per year. Total interest paid of this loan would be \$33,805 in interest fees. The second option is a ten-year term with payments of \$32,073.56 per year. Total interest paid of this loan would be \$70,735 in interest fees.

The committee discussed moving all CIP projects scheduled for FY 2012-2013 to FY 2013-2014. This would make funds available to pay for the parking lot project in its entirety avoiding financing charges. However, this is a CIP committee matter. The committee directed the General Manger to schedule a CIP Committee meeting to discuss the priority level of this project. The committee directed the General Manager to invite Russ Lightcap to attend the CIP committee meeting to report on Simplus Management's recommendation.

**Upgrade of Field 1 at Rush Park:** In keeping with the spirit of the MOU, the District agreed to bring this item to the CIP committee for input. The rehabilitation of field one would potentially offload games from Rossmoor Park to Rush Park for all ages of play. The Board discussed this item at length at the May Board meeting.

The committee agreed to make a recommendation to the Board to ask the LAGSL to pay for improvements made to field one.

**Meeting concluded at approximately 6:55 PM**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1a.**

**Date:** June 12, 2012  
**To:** Honorable Board of Directors  
**From:** Consulting General Manager  
**Subject:** MINUTES: REGULAR MEETING OF MAY 8, 2012

**RECOMMENDATION:**

Approve the Minutes of the Regular Meeting of May 8, 2012 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their Regular May 8, 2012 Meeting of the Board as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. Minutes-Regular Meeting of May 8, 2012 Prepared by the Board's Secretary/General Manager.



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

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, May 08, 2012**

---

**A. ORGANIZATION**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. ROLL CALL: Directors Casey, Kahlert, Rips, Maynard,  
President Coletta**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS**

**a. OC Sheriff's Dept. 1<sup>st</sup> Quarter Crime Stats-Lt. Wren:**

The Lieutenant reported that property crimes continued to be an issue in Rossmoor. He stated that the Sheriff's Department was combating the problem with a combination of aggressive patrols and detective work and the creation of an informal task force with the surrounding communities. He also reported some vehicle vandalism, stolen catalytic converters and third row seats, which he attributed to the tough economic times. Crimes of opportunity were still frequent due to unlocked garage and vehicle doors. Discussion ensued relative to response times, and the report structure.

**b. OCTA: Public Hearings on I-405 Improvement Project**

OCTA was not present for their presentation so the General Manager gave a report regarding the I-405 project freeway closure scheduling issues. He also announced that there were three upcoming public hearings and encouraged the community to attend and give feedback. He added that he would keep the Board updated on all CalTrans issues.

**B. ADDITIONS TO AGENDA –None**

**1. CITY OF LOS ALAMITOS PROPOSAL TO AIR DISTRICT BOARD MEETINGS ON LATV3**

The General Manager stated that there was an addition to the agenda relative to a recent proposal by Los Alamitos General Manager, Angie Avery to continue broadcasting RCSD Board meetings on LATV3 for a fee. President Coletta called for a vote to add the item to the

agenda for discussion. Motion by Director Maynard, seconded by Director Casey to add the item to the agenda for discussion. Motion passed 4-1, with President Coletta voting No.

The General Manager reported on a recent proposal by Los Alamitos General Manager, Angie Avery to continue broadcasting RCSD Board meeting on LATV-3 for \$250-\$300 month. Discussion ensued. Several of the Board members were torn on cost versus value. They felt that a portion of community members could possibly be deprived of the Board meetings because they may not have knowledge of, or access to the internet. It was the consensus of the Board that a survey needed to be conducted to find out how many Rossmoor residents were cable subscribers and watched the board meetings on television and how many had internet access and viewed the meetings on YouTube. The Board tabled the decision of responding to Los Alamitos' proposal until a postcard survey had been sent out and the results had been compiled. They directed the General Manager to inform Angie Avery that the decision was currently under review for a period of 60 days until the Board achieved further clarity.

### **C. PUBLIC FORUM:**

Sophia Bean, a 9 year old Rossmoor resident, addressed the Board regarding Rossmoor Park staff's refusal to allow her to climb trees. She compared the risk to riding a bike or scooter and stated it was her choice to assume the risk. While she understood the need for safety, she also felt the decision was unfair and requested the Board reconsider their tree climbing regulations.

Milt Houghton reported to the Board regarding the 2012 Rossmoor Community Festival. He thanked RCSD staff and stated that overall the event went really well. The RHA and RCSD worked well together and the turnout was exceptional with approximately 1,500 people. He also stated that he would be meeting with the County Health Department to improve future communications and procedures. He reported on the RHA scholarships and about the possible addition of a high school senior to the RHA board as a way to obtain a youthful perspective as well as providing the individual with valuable civic leadership experience and community hours.

Georgelyn Seligman also had comments relative to the community festival and announcements relative to the May 20<sup>th</sup> Rossmoor Women's Club 9<sup>th</sup> Annual Garden Tour.

Chad Stewart had comments relative to the Sheriff's Department response times, colliding calls and community visibility. He stated that the large amount of residential burglaries taking place in broad daylight were a concern. He opined that many times when calls collided Rossmoor was without coverage. He suggested that the Board research a private security company for Rossmoor.

Dave Burgess opined relative to Item B-1. He stated that RCSD Board meetings had a few hundred hits on YouTube. He agreed with the idea for a poll and added that if LATV-3 couldn't guarantee Rossmoor a regular broadcasting timeslot, we should just forget the proposal.

**PRESIDENT COLETTA REQUESTED THAT ITEM H-2 ENGAGEMENT OF PARADIGM DESIGN TO PROVIDE ARCHITECTURAL SERVICES TO THE**

**DISTRICT'S CAPITAL IMPROVEMENT PROGRAM, BE MOVED UP IN THE AGENDA AT THIS TIME**

**2. ENGAGEMENT OF PARADIGM DESIGN TO PROVIDE ARCHITECTURAL SERVICES TO THE DISTRICT'S CAPITAL IMPROVEMENT PROGRAM**

Recommendation to authorize the General Manager to engage the services of Paradigm Design to provide architectural consulting services. Discussion ensued.

Motion by Director Casey, seconded by Director Maynard to authorize the General Manager to engage the services of Paradigm Design to provide architectural consulting services to the CIP program. Motion passed 3-2, with Director Kahlert voting No, and Director Rips abstaining.

**THE BOARD RETURNED TO ITS REGULAR AGENDA AT THIS TIME**

**D. REPORTS TO THE BOARD**

**1. REPORT OF THE INVESTMENT COMMITTEE RE: INVESTMENT STATUS AND RECOMMENDATIONS**

Recommendation to receive the report of the Investment Committee re: status and recommendations for the District's investment portfolio for inclusion in the FY 2012-2013 Preliminary Budget. Discussion ensued relative to cash flow and CD interest rates.

Motion by Director Kahlert, seconded by Director Maynard to adopt recommendations 1, 2 and 3 of the Investment Committee. Motion passed 5-0.

**2. CIP/PW COMMITTEE REPORT RE: REVIEW OF FY 2011-2012 CAPITAL IMPROVEMENT PROJECTS AND RECOMMENDED PROJECT LISTS AND PROPOSED 2012-2016 CAPITAL IMPROVEMENT BUDGETS**

Receive the report of the PW/CIP Committee recommending revised FY 2012-2016 project lists and proposed budgets for inclusion with the FY 2012-2013 Preliminary Budget. Discussion ensued relative to debt financing options for the parking lot, possible project substitutions, shade structure estimates and quality, and installation of dustless dirt at Rush Park. Director Kahlert opined relative to concerns about the considerable cost of installing a dustless dirt softball field at Rush Park. President Coletta concurred.

Motion by Director Kahlert, seconded by President Coletta to remove the dustless dirt item from the CIP Project list. Motion failed, 2-3 with Directors Maynard, Rips and Casey voting No. Director Maynard stated that the project was not yet decided upon and still open for discussion. He wants to give it time and go through the process. Director Rips stated

that all CIP Projects are allocated in the budget, however they are still required to go through the CIP Committee and be voted on by the Board before any action is taken.

President Coletta requested a firm dollar estimate for the community signage project. The report was received and filed.

### **3. BUDGET COMMITTEE REPORT RE: PRELIMINARY FY 2011-2012 ANNUAL BUDGET.**

Recommendation to receive the report of the Budget Committee and provide direction to the General Manager regarding the formulation of an FY 2012-2013 Final Budget and FY 2012-2013 Annual Salary Plan. Discussion ensued relative to fund transfers, salary plan data, parking lot project funding and scheduling.

Dave Burgess stated that the CIP Committee should hold a public forum and Cheryl Williamsen should be a mandatory attendant at all meetings. He suggested that the community be polled on CIP projects.

Director Rips stated that the Board was mandated to maintain and preserve the assets of the community and when it came to safety and maintenance of District property the Board had certain obligations and community input was unwarranted.

Director Maynard added that all CIP meetings were open to the public and Mr. Burgess was encouraged to attend.

## **E. CONSENT CALENDAR**

**ITEMS E-1a. and E-1b. WERE PULLED FROM THE CONSENT CALENDAR AT THIS TIME**

**1a. MINUTES-REGULAR BOARD MEETING OF APRIL 10, 2012**

**1b. MINUTES-SPECIAL BOARD MEETING OF APRIL 23, 2012**

**2. MARCH 2012 REVENUE AND EXPENDITURE REPORT**

**3. QUARTERLY STATUS REPORT**

**4. QUARTERLY RECREATION REPORT**

**5. QUARTERLY TREE REPORT**

Items E-2, E-3, E-4 and E-5 on the Consent Calendar were unanimously approved as submitted. Motion passed, 5-0.

**ITEMS PULLED FROM THE CONSENT CALENDAR WERE VOTED UPON AT THIS TIME**

Motion by President Coletta, seconded by Director Casey to approve Item E-1a., Minutes of the Regular Board Meeting of April 10, 2012, as submitted. Motion passed, 4-1, with Director Maynard abstaining as he did not attend the meeting.

Motion by President Coletta, seconded by Director Casey to approve Item E-1b., Minutes of the Special Board Meeting of April 23, 2012, as submitted. Motion passed, 4-1, with Director Kahlert abstaining as he did not attend the meeting.

**F. PUBLIC HEARING-None**

**G. RESOLUTIONS-None**

**H. REGULAR CALENDAR**

**1. 1<sup>ST</sup> READING TO PROPOSED AMENDMENTS TO DISTRICT POLICIES  
RE: DISTRICT PARKS, FIELDS AND FACILITIES**

Recommendation to give first reading to proposed amendments to Policy No. 6010 Requests for Use of District Property, Policy No. 6011 Rules and Regulations for the Use of District Property, Proposed naming and renumbering of Policy No. 6012 to Policy No. 6013 Joint Use of District Property for District Sponsored Programs, Proposed new Policy No. 6012 Group Picnics, Public Gatherings and Special Events, Policy No. 6015 Establishment of Fees and Charges for Use of District Parks, Buildings and Facilities, and Policy No. 6050 Facilities – Tennis Courts and possible referral to the MOU Committee for review and recommendations.

Policy No. 6010: Page 140 of 185, Section 6010.90-It was the consensus of the Board to remove the word “fields” and consider replacing it with the word “property” as it could imply that the District was responsible for more than routine upkeep and maintenance; Section 6010.92, 1<sup>st</sup> paragraph, remove “will” and replace with “shall”. Under Special Conditions, where it says “as imposed by the General Manager” add the words, “are binding”. Page 153 of 185, 6010.50 Vending and Solicitation, remove the word “primarily” implies a subjective interpretation. Change “painball” gun to “paintball” gun.

Policy No. 6011: Page 59 of 185, the word “fireworks” is repeated twice. Section 6011.98, under the expanded skateboard policy, skateboards and motorized vehicles should remain restricted, but remove “scooters” as they are similar to a bicycle. Director Maynard would like some clearer definitions of “amplified sound.” Resident Don Broun stated that there are several factors to consider including decibels, sound pressure level, distance from the noise source. He suggested park perimeter measurements should be done and a sound pressure level device could be purchased from Radio Shack.

6012: The General Manager stated that it had come to his attention that some of the titles were incorrect and needed revising prior to second reading. Page 162, it states “75” and “50” which is it? Directors Kahlert and Rips opined that there was no policy on park usage and capacity as was discussed by community member Van Zeitz, who gave a comprehensive presentation during a board meeting over 6 months ago. They felt these items needed to be addressed.

Policy No. 6013: None

Policy No. 6015: Section 6015.13 (middle of paragraph) replace “will” monitor with “shall” monitor. Page 169 of 185, Section 6015.14 discussion regarding event attendants and deposits and the return of key deposits. Under Firearms and Weapons, add the words, “display”.

Policy No. 6050: Section 6050.10, reword the tennis court reservations to allow for a one patron reservation for practice with a bucket of balls. Currently reservations are restricted to two people; Section 6050.50 Reservations must be made by 1 p.m., number is obscured.

In general, change all instances of “will” to “shall”.

The Board directed the General Manager to make the revisions suggested by the Board, bring Policy No. 6010, Policy No. 6011, Policy No. 6012, Policy No. 6013, Proposed new Policy No. 6012, Policy No. 6015 and Policy No. 6050, back to the MOU Committee, have a dialogue and bring all the policies back to the Board for a second reading.

## **2. ENGAGEMENT OF PARADIGM DESIGN TO PROVIDE ARCHITECTURAL SERVICES TO THE DISTRICT’S CAPITAL IMPROVEMENT PROGRAM**

This item was moved up in the agenda.

## **3. ELECTION INFORMATION FOR THE NOVEMBER 6, 2012 GENERAL ELECTION**

Give direction to General Manager on response to Registrar of Voters as to whether or not the Board will authorize payment for Candidate’s Statement of Qualifications. Brief discussion ensued relative to cost.

Motion by Director Kahlert, seconded by Director Casey to vote against authorizing payment for Candidate’s Statement of Qualifications.

Motion passed 5-0.

## **I. GENERAL MANAGER ITEMS-None**



**J. BOARD MEMBER ITEMS**

Director Rips thanked staff for their work on the policy revisions and requested to have a meeting with Director Kahlert and Emily Gingras as soon as possible in order to discuss formulating a park usage and capacity policy.

President Coletta stated that he liked the Movies in the Park choices this year. He requested that newly hired architect, Cheryl Williamsen assist the CIP Committee as soon as possible, with obtaining costs for the community wall signage project.

He also opined relative to the complaints he received and his own observations of political campaign signage present at the Rossmoor Community Festival. He stated that the issue needed resolution. Going forward he suggested that the District coordinate with the RHA regarding what our position, policies and restrictions are for political signage at events and on District Property. Finally, he stated that he was disappointed at the County Health Departments unwarranted appearance at the community festival, their undermining actions and rude treatment of vendors. He opined that their timing and motivations were extremely suspect. He strongly suggested that festival coordinators rectify any lingering communication issues so that it wouldn't happen again.

Director Kahlert wished everyone a Happy Mother's Day.

**K. CLOSED SESSION-None**

**L. ADJOURNMENT**

Motion by Director Rips, seconded by Director Casey to adjourn the regular meeting at 10:35 p.m. Motion passed 5-0.

**SUBMITTED BY:**

**Henry Taboada**  
**Consulting General Manager**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-2**

**Date:** June 12, 2012  
**To:** Honorable Board of Directors  
**From:** Consulting General Manager  
**Subject:** REVENUE & EXPENDITURE REPORT - APRIL, 2012

**RECOMMENDATION:**

Receive and file the Revenue and Expenditure Report for April, 2012.

**BACKGROUND:**

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

**ATTACHMENTS:**

1. Revenue & Expenditure Report for the month of April, 2012.

REVENUE / EXPENDITURE SUMMARY REPORT  
 FUND 10 - GENERAL FUND  
 April 2012 @ 83.34%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
<b>Revenues</b>						
PROPERTY TAXES	742,700.00	717,400.00	654,796.23	235,448.94	62,603.77	91.3
ASSESSMENTS	260,000.00	260,000.00	229,712.71	82,228.46	30,287.29	88.4
USE OF MONEY AND PROPERTY	20,000.00	10,000.00	7,707.03	471.68	2,292.97	77.1
OTHER GOVERNMENT AGENCIES	56,400.00	57,200.00	2,821.59	0.00	54,378.41	4.9
FEES AND SERVICES	117,000.00	133,000.00	107,776.10	6,783.00	25,223.90	81.0
OTHER REVENUE	2,000.00	10,264.00	9,288.85	0.00	975.15	90.5
OTHER FINANCING SOURCES	-10,000.00	-10,000.00	0.00	0.00	-10,000.00	0.0
<b>Total Revenues</b>	<b>1,188,100.00</b>	<b>1,177,864.00</b>	<b>1,012,102.51</b>	<b>324,932.08</b>	<b>165,761.49</b>	<b>85.9</b>
<b>Expenditures</b>						
ADMINISTRATION <b>1</b>	307,240.00	321,168.00	262,923.46	27,550.24	58,244.54	81.9
RECREATION <b>2, 3</b>	104,600.00	105,200.00	92,124.51	6,613.22	13,075.49	87.6
ROSSMOOR PARK <b>2, 4</b>	169,146.00	171,526.00	124,357.02	13,729.44	47,168.98	72.5
MONTECITO CENTER <b>4</b>	66,167.00	67,967.00	54,037.46	4,548.91	13,929.54	79.5
RUSH PARK <b>2, 4, 5</b>	190,356.00	193,836.00	153,284.48	12,148.27	40,551.52	79.1
STREET LIGHTING	98,480.00	98,480.00	88,079.78	8,635.22	10,400.22	89.4
ROSSMOOR WALL	1,900.00	2,147.00	2,055.91	0.00	91.09	95.8
STREET SWEEPING	51,600.00	51,600.00	39,725.24	4,377.76	11,874.76	77.0
PARKWAY TREES	130,900.00	130,900.00	93,523.47	4,960.93	37,376.53	71.4
MINI-PARKS, MEDIANS & TRIANGLE <b>5</b>	14,405.00	14,405.00	11,423.24	437.92	2,981.76	79.3
<b>Expenditures</b>	<b>1,134,794.00</b>	<b>1,157,229.00</b>	<b>921,534.57</b>	<b>83,001.91</b>	<b>235,694.43</b>	<b>79.6</b>

Audited Fund Balance (Reserves)  
 at June 30, 2011

726,348.00

REVENUE REPORT  
 APRIL 2012 @ 83.34%

Page: 2  
 6/4/2012  
 2:57 pm

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012

Fund: 10 - GENERAL FUND

Revenues

Function:

Dept: 00

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
PROPERTY TAXES	742,700.00	717,400.00	654,796.23	235,448.94	0.00	62,603.77	91.3
ASSESSMENTS	260,000.00	260,000.00	229,712.71	82,228.46	0.00	30,287.29	88.4
USE OF MONEY AND PROPERTY	20,000.00	10,000.00	7,707.03	471.68	0.00	2,292.97	77.1
OTHER GOVERNMENT AGENCIES	56,400.00	57,200.00	2,821.59	0.00	0.00	54,378.41	4.9
FEES AND SERVICES	117,000.00	133,000.00	107,776.10	6,783.00	0.00	25,223.90	81.0
OTHER REVENUE	2,000.00	10,264.00	9,288.85	0.00	0.00	975.15	90.5
OTHER FINANCING SOURCES	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	0.0
Dept: 00	1,188,100.00	1,177,864.00	1,012,102.51	324,932.08	0.00	165,761.49	85.9
Function:	1,188,100.00	1,177,864.00	1,012,102.51	324,932.08	0.00	165,761.49	85.9
Revenues	1,188,100.00	1,177,864.00	1,012,102.51	324,932.08	0.00	165,761.49	85.9
Grand Total Net Effect:	1,188,100.00	1,177,864.00	1,012,102.51	324,932.08	0.00	165,761.49	

EXPENDITURE REPORT  
APRIL 2012 @ 83.34%

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012

Fund: 10 - GENERAL FUND

Expenditures

Function:

Dept: 10 ADMINISTRATION ①

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
SALARIES AND BENEFITS	135,940.00	139,940.00	117,471.28	12,390.35	0.00	22,468.72	83.9
OPERATIONS AND MAINTENANCE	42,300.00	43,504.00	40,046.31	5,775.03	0.00	3,457.69	92.1
CONTRACT SERVICES	125,000.00	132,724.00	100,590.59	9,384.86	0.00	32,133.41	75.8
CAPITAL EXPENDITURES	4,000.00	5,000.00	4,815.28	0.00	0.00	184.72	96.3

ADMINISTRATION

307,240.00 321,168.00 262,923.46 27,550.24 0.00 58,244.54 81.9

Dept: 20 RECREATION

SALARIES AND BENEFITS ②	80,200.00	80,700.00	71,216.33	5,759.40	0.00	9,483.67	88.2
OPERATIONS AND MAINTENANCE ③	16,900.00	17,000.00	17,957.82	420.68	0.00	-957.82	105.6
CONTRACT SERVICES	5,500.00	5,500.00	3,612.93	433.14	0.00	1,887.07	65.7
CAPITAL EXPENDITURES	2,000.00	2,000.00	-662.57	0.00	0.00	2,662.57	-33.1

RECREATION

104,600.00 105,200.00 92,124.51 6,613.22 0.00 13,075.49 87.6

Dept: 30 ROSSMOOR PARK

SALARIES AND BENEFITS ②	48,670.00	49,600.00	43,428.41	4,268.38	0.00	6,171.59	87.6
OPERATIONS AND MAINTENANCE ④	77,576.00	79,026.00	44,453.37	6,388.45	0.00	34,572.63	56.3
CONTRACT SERVICES	41,900.00	41,900.00	36,124.17	3,072.61	0.00	5,775.83	86.2
CAPITAL EXPENDITURES	1,000.00	1,000.00	351.07	0.00	0.00	648.93	35.1

ROSSMOOR PARK

169,146.00 171,526.00 124,357.02 13,729.44 0.00 47,168.98 72.5

Dept: 40 MONTECITO CENTER

SALARIES AND BENEFITS	40,250.00	41,150.00	34,626.07	3,103.82	0.00	6,523.93	84.1
OPERATIONS AND MAINTENANCE ④	15,217.00	16,117.00	11,817.84	732.48	0.00	4,299.16	73.3
CONTRACT SERVICES	10,200.00	10,200.00	7,656.22	712.61	0.00	2,543.78	75.1
CAPITAL EXPENDITURES	500.00	500.00	-62.67	0.00	0.00	562.67	-12.5

MONTECITO CENTER

66,167.00 67,967.00 54,037.46 4,548.91 0.00 13,929.54 79.5

Dept: 50 RUSH PARK

SALARIES AND BENEFITS ② ⑤	50,870.00	52,600.00	46,978.36	4,514.33	0.00	5,621.64	89.3
OPERATIONS AND MAINTENANCE ④	97,086.00	98,336.00	69,540.42	4,561.33	0.00	28,795.58	70.7
CONTRACT SERVICES	41,900.00	41,900.00	35,931.22	3,072.61	0.00	5,968.78	85.8
CAPITAL EXPENDITURES	500.00	1,000.00	834.48	0.00	0.00	165.52	83.4

EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Page: 4  
 6/4/2012  
 2:58 pm

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012

Fund: 10 - GENERAL FUND

Expenditures

Function:

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
RUSH PARK	190,356.00	193,836.00	153,284.48	12,148.27	0.00	40,551.52	79.1
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	480.00	480.00	432.98	48.75	0.00	47.02	90.2
CONTRACT SERVICES	98,000.00	98,000.00	87,646.80	8,586.47	0.00	10,353.20	89.4
STREET LIGHTING	98,480.00	98,480.00	88,079.78	8,635.22	0.00	10,400.22	89.4
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
ROSSMOOR WALL	1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	600.00	600.00	432.98	48.75	0.00	167.02	72.2
CONTRACT SERVICES	51,000.00	51,000.00	39,292.26	4,329.01	0.00	11,707.74	77.0
STREET SWEEPING	51,600.00	51,600.00	39,725.24	4,377.76	0.00	11,874.76	77.0
Dept: 80 PARKWAY TREES							
OPERATIONS AND MAINTENANCE	2,200.00	2,200.00	1,464.94	399.83	0.00	735.06	66.6
CONTRACT SERVICES	113,700.00	113,700.00	80,452.23	4,561.10	0.00	33,247.77	70.8
CAPITAL EXPENDITURES	15,000.00	15,000.00	11,606.30	0.00	0.00	3,393.70	77.4
PARKWAY TREES	130,900.00	130,900.00	93,523.47	4,960.93	0.00	37,376.53	71.4
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS (5)	1,255.00	1,255.00	967.11	87.98	0.00	287.89	77.1
OPERATIONS AND MAINTENANCE	8,100.00	8,100.00	7,189.75	48.73	0.00	910.25	88.8
CONTRACT SERVICES	4,800.00	4,800.00	3,266.38	301.21	0.00	1,533.62	68.0
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
MINI-PARKS AND MEDIANS	14,405.00	14,405.00	11,423.24	437.92	0.00	2,981.76	79.3
Function:	1,134,794.00	1,157,229.00	921,534.57	83,001.91	0.00	235,694.43	79.6
Expenditures	1,134,794.00	1,157,229.00	921,534.57	83,001.91	0.00	235,694.43	79.6
Grand Total Net Effect:	-1,134,794.00	-1,157,229.00	-921,534.57	-83,001.91	0.00	-235,694.43	

REVENUE/EXPENDITURE REPORT  
APRIL 2012 @ 83.34%

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Revenues								
Function:								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
3000	Current secured property taxes	676,000.00	650,000.00	613,735.62	235,053.45	0.00	36,264.38	94.4
3001	Current unsecured prop tax	26,500.00	28,000.00	22,367.16	0.00	0.00	5,632.84	79.9
3002	Prior secured property taxes	18,800.00	18,800.00	10,257.40	395.49	0.00	8,542.60	54.6
3003	Prior unsecured prop taxes	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
3004	Delinquent property taxes	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
3010	Current supplemental assessmt	7,800.00	7,000.00	2,868.45	0.00	0.00	4,131.55	41.0
3020	Public utility tax	11,400.00	11,400.00	5,567.60	0.00	0.00	5,832.40	48.8
PROPERTY TAXES		742,700.00	717,400.00	654,796.23	235,448.94	0.00	62,603.77	91.3
Acct Class: 31 ASSESSMENTS								
3105	Street light assessments	260,000.00	260,000.00	229,712.71	82,228.46	0.00	30,287.29	88.4
ASSESSMENTS		260,000.00	260,000.00	229,712.71	82,228.46	0.00	30,287.29	88.4
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	20,000.00	10,000.00	7,707.03	471.68	0.00	2,292.97	77.1
USE OF MONEY AND PROPERTY		20,000.00	10,000.00	7,707.03	471.68	0.00	2,292.97	77.1
Acct Class: 33 OTHER GOVERNMENT AGENCIES								
3301	State homeowner proptax relief	4,000.00	4,800.00	2,821.59	0.00	0.00	1,978.41	58.8
3302	State Mandated Cost Reimb	500.00	500.00	0.00	0.00	0.00	500.00	0.0
3305	County street sweep reimburse	51,900.00	51,900.00	0.00	0.00	0.00	51,900.00	0.0
OTHER GOVERNMENT AGENCIES		56,400.00	57,200.00	2,821.59	0.00	0.00	54,378.41	4.9
Acct Class: 34 FEES AND SERVICES								
3402	Park way tree permits	500.00	1,500.00	2,869.00	750.00	0.00	-1,369.00	191.3
3404	Court reservations	13,500.00	11,500.00	9,078.50	3,336.00	0.00	2,421.50	78.9
3406	Ball field reservations	22,000.00	22,000.00	23,687.50	722.00	0.00	-1,687.50	107.7
3410	Rossmoor building rental	8,000.00	10,000.00	8,896.60	100.00	0.00	1,103.40	89.0
3412	Montecito building rental	23,000.00	23,000.00	19,149.50	1,875.00	0.00	3,850.50	83.3
3414	Rush Park Building Rental	50,000.00	65,000.00	44,095.00	0.00	0.00	20,905.00	67.8
FEES AND SERVICES		117,000.00	133,000.00	107,776.10	6,783.00	0.00	25,223.90	81.0
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	2,000.00	3,000.00	2,025.58	0.00	0.00	974.42	67.5
3501	Funding/Misc. Studies	0.00	7,264.00	7,263.27	0.00	0.00	0.73	100.0
OTHER REVENUE		2,000.00	10,264.00	9,288.85	0.00	0.00	975.15	90.5
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	0.0
OTHER FINANCING SOURCES		-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	0.0
Dept: 00		1,188,100.00	1,177,864.00	1,012,102.51	324,932.08	0.00	165,761.49	85.9
Function:		1,188,100.00	1,177,864.00	1,012,102.51	324,932.08	0.00	165,761.49	85.9
Revenues		1,188,100.00	1,177,864.00	1,012,102.51	324,932.08	0.00	165,761.49	85.9
Expenditures								
Function:								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4000	Board of Directors Compensatn	9,000.00	10,000.00	10,000.00	2,000.00	0.00	0.00	100.0
4001	Salaries - Full-time	90,640.00	90,640.00	76,125.30	7,360.44	0.00	14,514.70	84.0
4003	Salaries - Overtime	1,550.00	1,550.00	1,015.78	2.33	0.00	534.22	65.5
4007	Vehicle Allowance	750.00	750.00	164.36	0.00	0.00	585.64	21.9
4010	Workers Compensation Insurance	3,000.00	3,000.00	2,334.59	234.46	0.00	665.41	77.8
4011	Medical Insurance	22,500.00	25,500.00	21,430.55	2,240.66	0.00	4,069.45	84.0

REVENUE/EXPENDITURE REPORT  
APRIL 2012 @ 83.34%

Page: 6  
6/4/2012  
2:56 pm

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Function:							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4015 Federal Payroll Tax -FICA	7,000.00	7,000.00	5,793.16	552.46	0.00	1,206.84	82.8
4018 State Payroll Taxes	1,500.00	1,500.00	607.54	0.00	0.00	892.46	40.5
SALARIES AND BENEFITS	135,940.00	139,940.00	117,471.28	12,390.35	0.00	22,468.72	83.9
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	9,000.00	9,704.00	9,703.61	0.00	0.00	0.39	100.0
5004 Memberships and Dues	5,500.00	5,500.00	5,371.96	0.00	0.00	128.04	97.7
5006 Travel & Meetings	3,000.00	3,000.00	2,897.22	1,698.59	0.00	102.78	96.6
5010 Publications & Legal Notices	4,000.00	4,500.00	4,326.21	784.59	0.00	173.79	96.1
5012 Printing	500.00	500.00	394.71	0.00	0.00	105.29	78.9
5014 Postage	3,500.00	3,500.00	3,384.06	281.45	0.00	115.94	96.7
5016 Office Supplies	8,300.00	8,300.00	6,693.11	2,228.76	0.00	1,606.89	80.6
5020 Telephone	1,500.00	1,500.00	1,298.89	146.24	0.00	201.11	86.6
5045 Miscellaneous Expenditures	5,500.00	5,500.00	4,886.52	553.50	0.00	613.48	88.8
5046 Bank Service Charge	1,000.00	1,000.00	735.93	81.90	0.00	264.07	73.6
5051 Equipment Rental	500.00	500.00	354.09	0.00	0.00	145.91	70.8
OPERATIONS AND MAINTENANCE	42,300.00	43,504.00	40,046.31	5,775.03	0.00	3,457.69	92.1
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	40,000.00	40,000.00	32,602.70	2,976.42	0.00	7,397.30	81.5
5615 Financial Audit-Consulting	8,000.00	8,460.00	8,460.00	0.00	0.00	0.00	100.0
5620 Miscellaneous Studies	0.00	7,264.00	7,263.27	0.00	0.00	0.73	100.0
5670 Other Professional Services	77,000.00	77,000.00	52,264.62	6,408.44	0.00	24,735.38	67.9
CONTRACT SERVICES	125,000.00	132,724.00	100,590.59	9,384.86	0.00	32,133.41	75.8
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	4,000.00	5,000.00	4,815.28	0.00	0.00	184.72	96.3
CAPITAL EXPENDITURES	4,000.00	5,000.00	4,815.28	0.00	0.00	184.72	96.3
ADMINISTRATION	307,240.00	321,168.00	262,923.46	27,550.24	0.00	58,244.54	81.9
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	47,250.00	44,000.00	34,815.85	2,996.85	0.00	9,184.15	79.1
4002 Salaries - Part-time (2)	17,000.00	20,000.00	23,054.03	1,714.95	0.00	-3,054.03	115.3
4003 Salaries - Overtime	1,900.00	1,900.00	1,300.33	0.82	0.00	599.67	68.4
4005 Salaries - Event Attendant	300.00	300.00	182.25	3.00	0.00	117.75	60.8
4007 Vehicle Allowance	750.00	750.00	195.50	0.00	0.00	554.50	26.1
4010 Workers Compensation Insurance	1,300.00	1,300.00	943.77	94.78	0.00	356.23	72.6
4011 Medical Insurance	5,800.00	6,550.00	5,449.20	569.74	0.00	1,100.80	83.2
4015 Federal Payroll Tax -FICA	4,500.00	4,500.00	4,510.62	360.60	0.00	-10.62	100.2
4018 State Payroll Taxes	1,400.00	1,400.00	764.78	18.66	0.00	635.22	54.6
SALARIES AND BENEFITS	80,200.00	80,700.00	71,216.33	5,759.40	0.00	9,483.67	88.2
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	800.00	800.00	678.82	0.00	0.00	121.18	84.9
5010 Publications & Legal Notices	150.00	150.00	124.28	0.00	0.00	25.72	82.9
5012 Printing	500.00	500.00	286.39	0.00	0.00	213.61	57.3
5014 Postage	200.00	300.00	212.87	51.20	0.00	87.13	71.0
5016 Office Supplies	1,250.00	1,250.00	778.10	36.78	0.00	471.90	62.2
5017 Community Events (3)	5,000.00	5,000.00	8,138.64	186.46	0.00	-3,138.64	162.8
5019 Fireworks	6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020 Telephone	1,800.00	1,800.00	1,298.89	146.24	0.00	501.11	72.2
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	500.00	500.00	239.83	0.00	0.00	260.17	48.0
OPERATIONS AND MAINTENANCE	16,900.00	17,000.00	17,957.82	420.68	0.00	-957.82	105.6
Acct Class: 56 CONTRACT SERVICES							



REVENUE/EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Page: 4  
 6/4/2012  
 2:56 pm

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012

Fund: 10 - GENERAL FUND

Expenditures

Function:

Dept: 20 RECREATION

Acct Class: 56 CONTRACT SERVICES

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
5670 Other Professional Services	5,500.00	5,500.00	3,612.93	433.14	0.00	1,887.07	65.7
CONTRACT SERVICES	5,500.00	5,500.00	3,612.93	433.14	0.00	1,887.07	65.7
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	2,000.00	2,000.00	-662.57	0.00	0.00	2,662.57	-33.1
CAPITAL EXPENDITURES	2,000.00	2,000.00	-662.57	0.00	0.00	2,662.57	-33.1
RECREATION	104,600.00	105,200.00	92,124.51	6,613.22	0.00	13,075.49	87.6
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	28,600.00	28,600.00	23,978.27	2,320.12	0.00	4,621.73	83.8
4002 Salaries - Part-time (2)	5,670.00	6,200.00	6,200.96	724.90	0.00	-0.96	100.0
4003 Salaries - Overtime	1,100.00	1,100.00	993.53	20.41	0.00	106.47	90.3
4005 Salaries - Event Attendant	500.00	500.00	410.85	6.60	0.00	89.15	82.2
4010 Workers Compensation Insurance	2,600.00	2,600.00	2,334.59	234.46	0.00	265.41	89.8
4011 Medical Insurance	7,000.00	7,400.00	6,731.40	703.80	0.00	668.60	91.0
4015 Federal Payroll Tax -FICA	2,650.00	2,650.00	2,408.62	233.36	0.00	241.38	90.9
4018 State Payroll Taxes	550.00	550.00	370.19	24.73	0.00	179.81	67.3
SALARIES AND BENEFITS	48,670.00	49,600.00	43,428.41	4,268.38	0.00	6,171.59	87.6
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	300.00	266.87	142.59	0.00	33.13	89.0
5012 Printing	300.00	300.00	75.98	0.00	0.00	224.02	25.3
5014 Postage	100.00	100.00	90.70	17.60	0.00	9.30	90.7
5016 Office Supplies	700.00	700.00	383.77	18.39	0.00	316.23	54.8
5018 Janitorial Supplies	1,800.00	2,500.00	2,083.24	0.00	0.00	416.76	83.3
5020 Telephone	1,600.00	1,600.00	1,298.89	146.24	0.00	301.11	81.2
5022 Utilities	44,000.00	44,000.00	24,080.05	2,698.31	0.00	19,919.95	54.7
5025 Sewer Tax (4)	676.00	676.00	739.36	369.68	0.00	-63.36	109.4
5030 Vehicle Maintenance	750.00	1,500.00	1,357.80	171.86	0.00	142.20	90.5
5032 Building & Grounds-Maintenance	25,000.00	25,000.00	12,919.30	2,810.26	0.00	12,080.70	51.7
5034 Alarm Systems	650.00	650.00	542.21	13.52	0.00	107.79	83.4
5045 Miscellaneous Expenditures	500.00	500.00	350.00	0.00	0.00	150.00	70.0
5051 Equipment Rental	700.00	700.00	265.20	0.00	0.00	434.80	37.9
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE	77,576.00	79,026.00	44,453.37	6,388.45	0.00	34,572.63	56.3
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	35,500.00	35,500.00	31,417.50	2,655.00	0.00	4,082.50	88.5
5656 Tree Trimming	1,000.00	1,000.00	832.84	0.00	0.00	167.16	83.3
5670 Other Professional Services	5,400.00	5,400.00	3,873.83	417.61	0.00	1,526.17	71.7
CONTRACT SERVICES	41,900.00	41,900.00	36,124.17	3,072.61	0.00	5,775.83	86.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	1,000.00	1,000.00	351.07	0.00	0.00	648.93	35.1
CAPITAL EXPENDITURES	1,000.00	1,000.00	351.07	0.00	0.00	648.93	35.1
ROSSMOOR PARK	169,146.00	171,526.00	124,357.02	13,729.44	0.00	47,168.98	72.5
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	23,400.00	23,400.00	20,034.61	1,938.48	0.00	3,365.39	85.6
4002 Salaries - Part-time	3,300.00	3,300.00	2,739.84	205.92	0.00	560.16	83.0
4003 Salaries - Overtime	750.00	750.00	748.60	0.00	0.00	1.40	99.8
4005 Salaries - Event Attendant	2,500.00	2,500.00	1,573.20	25.20	0.00	926.80	62.9
4010 Workers Compensation Insurance	1,900.00	1,900.00	1,877.60	188.57	0.00	22.40	98.8
4011 Medical Insurance	5,700.00	6,600.00	5,449.20	569.74	0.00	1,150.80	82.6

REVENUE/EXPENDITURE REPORT  
APRIL 2012 @ 83.34%

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Function:								
Dept: 40 MONTECITO CENTER								
Acct Class: 40 SALARIES AND BENEFITS								
4015	Federal Payroll Tax -FICA	2,200.00	2,200.00	1,889.83	165.75	0.00	310.17	85.9
4018	State Payroll Taxes	500.00	500.00	313.19	10.16	0.00	186.81	62.6
SALARIES AND BENEFITS		40,250.00	41,150.00	34,626.07	3,103.82	0.00	6,523.93	84.1
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010	Publications & Legal Notices	150.00	150.00	124.28	0.00	0.00	25.72	82.9
5012	Printing	150.00	150.00	75.98	0.00	0.00	74.02	50.7
5014	Postage	100.00	100.00	90.50	17.60	0.00	9.50	90.5
5016	Office Supplies	900.00	900.00	383.77	18.39	0.00	516.23	42.6
5018	Janitorial Supplies	1,850.00	2,500.00	2,083.24	0.00	0.00	416.76	83.3
5020	Telephone	1,650.00	1,650.00	1,298.89	146.24	0.00	351.11	78.7
5022	Utilities	3,500.00	3,500.00	2,285.71	19.88	0.00	1,214.29	65.3
5025	Sewer Tax (4)	567.00	567.00	620.90	310.45	0.00	-53.90	109.5
5030	Vehicle Maintenance	750.00	1,000.00	769.22	42.97	0.00	230.78	76.9
5032	Building & Grounds-Maintenance	4,000.00	4,000.00	3,296.04	163.83	0.00	703.96	82.4
5034	Alarm Systems	500.00	500.00	379.25	13.12	0.00	120.75	75.9
5045	Miscellaneous Expenditures	500.00	500.00	350.00	0.00	0.00	150.00	70.0
5051	Equipment Rental	500.00	500.00	60.06	0.00	0.00	439.94	12.0
5052	Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		15,217.00	16,117.00	11,817.84	732.48	0.00	4,299.16	73.3
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	3,800.00	3,800.00	2,950.00	295.00	0.00	850.00	77.6
5656	Tree Trimming	1,000.00	1,000.00	832.84	0.00	0.00	167.16	83.3
5670	Other Professional Services	5,400.00	5,400.00	3,873.38	417.61	0.00	1,526.62	71.7
CONTRACT SERVICES		10,200.00	10,200.00	7,656.22	712.61	0.00	2,543.78	75.1
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	500.00	500.00	-62.67	0.00	0.00	562.67	-12.5
CAPITAL EXPENDITURES		500.00	500.00	-62.67	0.00	0.00	562.67	-12.5
MONTECITO CENTER		66,167.00	67,967.00	54,037.46	4,548.91	0.00	13,929.54	79.5
Dept: 50 RUSH PARK								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	28,600.00	28,600.00	23,978.27	2,320.12	0.00	4,621.73	83.8
4002	Salaries - Part-time (2)	5,670.00	7,000.00	7,322.81	724.90	0.00	-322.81	104.6
4003	Salaries - Overtime (5)	1,100.00	1,100.00	1,102.92	0.00	0.00	-2.92	100.3
4005	Salaries - Event Attendant	2,500.00	2,500.00	2,394.45	250.20	0.00	105.55	95.8
4010	Workers Compensation Insurance	2,600.00	2,600.00	2,334.59	234.46	0.00	265.41	89.8
4011	Medical Insurance	7,000.00	7,400.00	6,731.45	703.79	0.00	668.55	91.0
4015	Federal Payroll Tax -FICA	2,650.00	2,650.00	2,676.83	252.02	0.00	-26.83	101.0
4018	State Payroll Taxes	750.00	750.00	437.04	28.84	0.00	312.96	58.3
SALARIES AND BENEFITS		50,870.00	52,600.00	46,978.36	4,514.33	0.00	5,621.64	89.3
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010	Publications & Legal Notices	500.00	500.00	266.86	142.59	0.00	233.14	53.4
5012	Printing	500.00	500.00	75.98	0.00	0.00	424.02	15.2
5014	Postage	100.00	100.00	90.50	17.60	0.00	9.50	90.5
5016	Office Supplies	900.00	900.00	383.75	18.39	0.00	516.25	42.6
5018	Janitorial Supplies	2,000.00	2,500.00	2,089.49	0.00	0.00	410.51	83.6
5020	Telephone	1,800.00	1,800.00	1,298.89	146.24	0.00	501.11	72.2
5022	Utilities	50,000.00	50,000.00	34,862.66	2,123.48	0.00	15,137.34	69.7
5025	Sewer Tax	2,586.00	2,586.00	2,829.58	1,414.79	0.00	-243.58	109.4
5030	Vehicle Maintenance	750.00	1,500.00	1,228.87	42.95	0.00	271.13	81.9
5032	Building & Grounds-Maintenance	30,000.00	30,000.00	24,760.27	642.16	0.00	5,239.73	82.5
5034	Alarm Systems	750.00	750.00	388.26	13.13	0.00	361.74	51.8
5045	Miscellaneous Expenditures	1,200.00	1,200.00	700.00	0.00	0.00	500.00	58.3

REVENUE/EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Function:								
Dept: 50 RUSH PARK								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5051	Equipment Rental	1,500.00	1,500.00	565.31	0.00	0.00	934.69	37.7
5052	Minor Facility Repairs	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
OPERATIONS AND MAINTENANCE		97,086.00	98,336.00	69,540.42	4,561.33	0.00	28,795.58	70.7
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	35,500.00	35,500.00	31,225.00	2,655.00	0.00	4,275.00	88.0
5656	Tree Trimming	1,000.00	1,000.00	832.84	0.00	0.00	167.16	83.3
5670	Other Professional Services	5,400.00	5,400.00	3,873.38	417.61	0.00	1,526.62	71.7
CONTRACT SERVICES		41,900.00	41,900.00	35,931.22	3,072.61	0.00	5,968.78	85.8
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	500.00	1,000.00	834.48	0.00	0.00	165.52	83.4
CAPITAL EXPENDITURES		500.00	1,000.00	834.48	0.00	0.00	165.52	83.4
RUSH PARK		190,356.00	193,836.00	153,284.48	12,148.27	0.00	40,551.52	79.1
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	480.00	480.00	432.98	48.75	0.00	47.02	90.2
OPERATIONS AND MAINTENANCE		480.00	480.00	432.98	48.75	0.00	47.02	90.2
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	98,000.00	98,000.00	87,646.80	8,586.47	0.00	10,353.20	89.4
CONTRACT SERVICES		98,000.00	98,000.00	87,646.80	8,586.47	0.00	10,353.20	89.4
STREET LIGHTING		98,480.00	98,480.00	88,079.78	8,635.22	0.00	10,400.22	89.4
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	1,800.00	2,047.00	2,046.91	0.00	0.00	0.09	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	9.00	0.00	0.00	91.00	9.0
OPERATIONS AND MAINTENANCE		1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
ROSSMOOR WALL		1,900.00	2,147.00	2,055.91	0.00	0.00	91.09	95.8
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	500.00	432.98	48.75	0.00	67.02	86.6
5030	Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		600.00	600.00	432.98	48.75	0.00	167.02	72.2
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	51,000.00	51,000.00	39,292.26	4,329.01	0.00	11,707.74	77.0
CONTRACT SERVICES		51,000.00	51,000.00	39,292.26	4,329.01	0.00	11,707.74	77.0
STREET SWEEPING		51,600.00	51,600.00	39,725.24	4,377.76	0.00	11,874.76	77.0
Dept: 80 PARKWAY TREES								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5014	Postage	500.00	500.00	470.05	299.00	0.00	29.95	94.0
5016	Office Supplies	200.00	200.00	68.93	3.34	0.00	131.07	34.5
5020	Telephone	900.00	900.00	865.91	97.49	0.00	34.09	96.2
5030	Vehicle Maintenance	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5051	Equipment Rental	250.00	250.00	60.05	0.00	0.00	189.95	24.0
OPERATIONS AND MAINTENANCE		2,200.00	2,200.00	1,464.94	399.83	0.00	735.06	66.6

REVENUE/EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Function:								
Dept: 80 PARKWAY TREES								
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	71,000.00	71,000.00	52,107.89	0.00	0.00	18,892.11	73.4
5660	TREE REMOVAL	3,700.00	3,700.00	2,690.24	2,252.74	0.00	1,009.76	72.7
5664	Tree Watering Program	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5670	Other Professional Services	38,000.00	38,000.00	25,654.10	2,308.36	0.00	12,345.90	67.5
CONTRACT SERVICES		113,700.00	113,700.00	80,452.23	4,561.10	0.00	33,247.77	70.8
Acct Class: 60 CAPITAL EXPENDITURES								
6015	Trees	15,000.00	15,000.00	11,606.30	0.00	0.00	3,393.70	77.4
CAPITAL EXPENDITURES		15,000.00	15,000.00	11,606.30	0.00	0.00	3,393.70	77.4
PARKWAY TREES		130,900.00	130,900.00	93,523.47	4,960.93	0.00	37,376.53	71.4
Dept: 90 MINI-PARKS AND MEDIANS								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	750.00	750.00	495.62	47.70	0.00	254.38	66.1
4002	Salaries - Part-time	285.00	285.00	266.74	22.88	0.00	18.26	93.6
4003	Salaries - Overtime	20.00	20.00	24.22	0.00	0.00	-4.22	121.1
4010	Workers Compensation Insurance	125.00	125.00	109.27	10.98	0.00	15.73	87.4
4015	Federal Payroll Tax -FICA	65.00	65.00	60.42	5.40	0.00	4.58	93.0
4018	State Payroll Taxes	10.00	10.00	10.84	1.02	0.00	-0.84	108.4
SALARIES AND BENEFITS		1,255.00	1,255.00	967.11	87.98	0.00	287.89	77.1
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	500.00	433.10	48.73	0.00	66.90	86.6
5022	Utilities	6,000.00	6,000.00	5,889.27	0.00	0.00	110.73	98.2
5030	Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5032	Building & Grounds-Maintenance	1,000.00	1,000.00	616.79	0.00	0.00	383.21	61.7
5045	Miscellaneous Expenditures	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5051	Equipment Rental	100.00	100.00	60.05	0.00	0.00	39.95	60.1
5052	Minor Facility Repairs	200.00	200.00	190.54	0.00	0.00	9.46	95.3
OPERATIONS AND MAINTENANCE		8,100.00	8,100.00	7,189.75	48.73	0.00	910.25	88.8
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	4,000.00	4,000.00	2,950.00	295.00	0.00	1,050.00	73.8
5656	Tree Trimming	500.00	500.00	277.52	0.00	0.00	222.48	55.5
5670	Other Professional Services	300.00	300.00	38.86	6.21	0.00	261.14	13.0
CONTRACT SERVICES		4,800.00	4,800.00	3,266.38	301.21	0.00	1,533.62	68.0
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	250.00	250.00	0.00	0.00	0.00	250.00	0.0
CAPITAL EXPENDITURES		250.00	250.00	0.00	0.00	0.00	250.00	0.0
MINI-PARKS AND MEDIANS		14,405.00	14,405.00	11,423.24	437.92	0.00	2,981.76	79.3
Function:								
		1,134,794.00	1,157,229.00	921,534.57	83,001.91	0.00	235,694.43	79.6
Expenditures								
		1,134,794.00	1,157,229.00	921,534.57	83,001.91	0.00	235,694.43	79.6
Net Effect for GENERAL FUND								
Change in Fund Balance:		53,306.00	20,635.00	90,567.94	241,930.17	0.00	-69,932.94	438.9
				90,567.94				

REVENUE/EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH								
Revenues								
Function:								
Dept: 00								
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	382,500.00	382,500.00	373,403.70	117,880.61	0.00	9,096.30	97.6
3101	Property assessments-prior yr	7,500.00	7,500.00	4,745.38	690.89	0.00	2,754.62	63.3
ASSESSMENTS		390,000.00	390,000.00	378,149.08	118,571.50	0.00	11,850.92	97.0
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
USE OF MONEY AND PROPERTY		5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	13,800.00	13,800.00	0.00	0.00	0.00	13,800.00	0.0
OTHER REVENUE		13,800.00	13,800.00	0.00	0.00	0.00	13,800.00	0.0
Dept: 00		408,800.00	408,800.00	378,149.08	118,571.50	0.00	30,650.92	92.5
Function:		408,800.00	408,800.00	378,149.08	118,571.50	0.00	30,650.92	92.5
Revenues		408,800.00	408,800.00	378,149.08	118,571.50	0.00	30,650.92	92.5
Expenditures								
Function:								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5619	Bond Trustee	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES		2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE								
5800	Principal	150,000.00	150,000.00	111,183.10	0.00	0.00	38,816.90	74.1
5801	Interest	146,555.00	146,555.00	146,555.00	0.00	0.00	0.00	100.0
DEBT SERVICE		296,555.00	296,555.00	257,738.10	0.00	0.00	38,816.90	86.9
Acct Class: 66 OTHER FINANCING USES								
6600	Transfer out to other funds	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
OTHER FINANCING USES		120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
RUSH PARK		419,430.00	419,430.00	260,613.10	0.00	0.00	158,816.90	62.1
Dept: 95 CONTINGENCY/RESERVES								
Acct Class: 59 RESERVES/CONTINGENCIES								
5720	Reserves	0.00	0.00	4,765.00	0.00	0.00	-4,765.00	0.0
RESERVES/CONTINGENCIES		0.00	0.00	4,765.00	0.00	0.00	-4,765.00	0.0
CONTINGENCY/RESERVES		0.00	0.00	4,765.00	0.00	0.00	-4,765.00	0.0
Function:		419,430.00	419,430.00	265,378.10	0.00	0.00	154,051.90	63.3
Expenditures		419,430.00	419,430.00	265,378.10	0.00	0.00	154,051.90	63.3
Net Effect for ASSESSMENT DISTRICT FUND-RUSH		-10,630.00	-10,630.00	112,770.98	118,571.50	0.00	-123,400.98	-1,060.9
Change in Fund Balance:				112,770.98				

REVENUE/EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Page: 81  
 6/4/2012  
 2:56 pm

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL								
Revenues								
Function:								
Dept: 00								
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	85,700.00	85,700.00	84,201.70	26,516.00	0.00	1,498.30	98.3
3101	Property assessments-prior yr	2,300.00	2,300.00	864.05	154.82	0.00	1,435.95	37.6
ASSESSMENTS		88,000.00	88,000.00	85,065.75	26,670.82	0.00	2,934.25	96.7
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00								
Function:		89,000.00	89,000.00	85,065.75	26,670.82	0.00	3,934.25	95.6
Revenues								
Function:		89,000.00	89,000.00	85,065.75	26,670.82	0.00	3,934.25	95.6
Expenditures								
Function:								
Dept: 65 ROSSMOOR WALL								
Acct Class: 56 CONTRACT SERVICES								
5619	Bond Trustee	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES		2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE								
5800	Principal	55,000.00	55,000.00	55,000.00	0.00	0.00	0.00	100.0
5801	Interest	25,665.00	25,665.00	25,665.00	0.00	0.00	0.00	100.0
DEBT SERVICE		80,665.00	80,665.00	80,665.00	0.00	0.00	0.00	100.0
ROSSMOOR WALL		83,195.00	83,195.00	83,195.00	0.00	0.00	0.00	100.0
Function:								
Function:		83,195.00	83,195.00	83,195.00	0.00	0.00	0.00	100.0
Expenditures								
Function:		83,195.00	83,195.00	83,195.00	0.00	0.00	0.00	100.0
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL								
Change in Fund Balance:		5,805.00	5,805.00	1,870.75	26,670.82	0.00	3,934.25	32.2
				1,870.75				

REVENUE/EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Page: 13  
 6/4/2012  
 2:56 pm

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS							
Revenues							
Function:							
Dept: 00							
Acct Class: 35 OTHER REVENUE							
3620 OTHER SOURCES	147,838.00	147,838.00	0.00	0.00	0.00	147,838.00	0.0
OTHER REVENUE	147,838.00	147,838.00	0.00	0.00	0.00	147,838.00	0.0
Acct Class: 36 OTHER FINANCING SOURCES							
3600 TRANSFER IN/OUT OTHER FUNDS	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	0.0
OTHER FINANCING SOURCES	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	0.0
Dept: 00	277,838.00	277,838.00	0.00	0.00	0.00	277,838.00	0.0
Function:	277,838.00	277,838.00	0.00	0.00	0.00	277,838.00	0.0
Revenues	277,838.00	277,838.00	0.00	0.00	0.00	277,838.00	0.0
Expenditures							
Function:							
Dept: 30 ROSSMOOR PARK							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	21,275.00	45,400.00	41,075.00	4,600.00	0.00	4,325.00	90.5
CAPITAL EXPENDITURES	21,275.00	45,400.00	41,075.00	4,600.00	0.00	4,325.00	90.5
ROSSMOOR PARK	21,275.00	45,400.00	41,075.00	4,600.00	0.00	4,325.00	90.5
Dept: 40 MONTECITO CENTER							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	60,000.00	60,000.00	28.07	28.07	0.00	59,971.93	0.0
6006 Permits Licenses Fees	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
CAPITAL EXPENDITURES	65,000.00	65,000.00	28.07	28.07	0.00	64,971.93	0.0
MONTECITO CENTER	65,000.00	65,000.00	28.07	28.07	0.00	64,971.93	0.0
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	10,000.00	10,000.00	610.00	0.00	0.00	9,390.00	6.1
CONTRACT SERVICES	10,000.00	10,000.00	610.00	0.00	0.00	9,390.00	6.1
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	98,815.00	101,151.00	-50.00	-50.00	0.00	101,201.00	0.0
6006 Permits Licenses Fees	4,855.00	4,855.00	281.97	0.00	0.00	4,573.03	5.8
CAPITAL EXPENDITURES	103,670.00	106,006.00	231.97	-50.00	0.00	105,774.03	0.2
RUSH PARK	113,670.00	116,006.00	841.97	-50.00	0.00	115,164.03	0.7
Dept: 65 ROSSMOOR WALL							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	0.00	0.00	150.22	150.22	0.00	-150.22	0.0
CAPITAL EXPENDITURES	0.00	0.00	150.22	150.22	0.00	-150.22	0.0
ROSSMOOR WALL	0.00	0.00	150.22	150.22	0.00	-150.22	0.0
Dept: 75 CAPITAL PROJECTS							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5045 Miscellaneous Expenditures	14,750.00	0.00	310.00	0.00	0.00	-310.00	0.0
OPERATIONS AND MAINTENANCE	14,750.00	0.00	310.00	0.00	0.00	-310.00	0.0
CAPITAL PROJECTS	14,750.00	0.00	310.00	0.00	0.00	-310.00	0.0

REVENUE/EXPENDITURE REPORT  
 APRIL 2012 @ 83.34%

Page: 113  
 6/4/2012  
 2:56 pm

Rossmoor Community

For the Period: 7/1/2011 to 4/30/2012

Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Function:	214,695.00	226,406.00	42,405.26	4,728.29	0.00	184,000.74	18.7
Expenditures	214,695.00	226,406.00	42,405.26	4,728.29	0.00	184,000.74	18.7
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS	63,143.00	51,432.00	-42,405.26	-4,728.29	0.00	93,837.26	-82.4
Change in Fund Balance:			-42,405.26				
Grand Total Net Effect:	111,624.00	67,242.00	162,804.41	382,444.20	0.00	-95,562.41	



**ROSSMOOR COMMUNITY SERVICES DISTRICT**  
**FOOTNOTES - FINANCIAL REPORT**  
**APRIL 2012**  
**EXPENDITURES**

<b>#1</b>	<b>Board of Directors Compensation</b> 10-10-4000	Increase in Committees and meetings. ETC has been adjusted,
*	<b>#2 Salaries - Part Time</b> 10-20-4002, 10-30-4002, 10-50-4002	Increase due to scheduling to cover for employee leave, change in personnel. ETC has been adjusted,
*	<b>#3 Community Events</b> 10-20-5017	Deposits for 2012-13 Movies and Concerts in the Park paid. Will be adjusted to FY 2012-13 at annual audit.
	<b>#4 Sewer Tax</b> 10-30-5025, 10-40-5025, 10-50-5025	ETC has been adjusted.
	<b>#5 Salaries - Overtime</b> 10-50-4003, 10-90-5003	Slight increase due scheduling, ETC has been adjusted,

\* *Noted in previous month(s). However, explanation is still warranted and valid.*

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-1**

**Date:** June 12, 2012  
**To:** Honorable Board of Directors  
**From:** Consulting General Manager  
**Subject:** GENERAL MANAGER'S REPORT RE: PROPOSED FY 2012-2013  
PRELIMINARY BUDGET

**RECOMMENDATION:**

Receive the report of the Consulting General Manager, set date of public hearing and provide direction regarding the formulation of FY 2012-2013 Final Budget.

**BACKGROUND:**

In accordance with Board policy, the General Manager has presented a proposed Preliminary Budget for FY 2012-2013 to the Board at your May meeting. The Budget and the Public Works/CIP Committees had previously reviewed and made recommendations regarding the budget and the four-year capital work plan (CIP). The Budget Committee also recommended approval of the FY 2012-2013 Salary Plan which will also be incorporated in the Final Budget with the Board's approval. Other cost/revenue items approved at this meeting will also be incorporated into the Final Budget.

It is recommended that the Board review the recommendations of the Budget Committee for possible inclusion in the Final Budget. It is further recommended that the Board receive both budget documents and direct the General Manager to bring these documents back at your July meeting, with any revisions, for further review and input from the community and to publish a Notice of Public Hearing for adoption of a Final Budget at your July Board meeting.

In conclusion, the Board is asked to determine its policy regarding the issues presented so that a Final Budget can be prepared for the Public Hearing at your July Board meeting. In the alternative, these issues may be carried over to the July meeting and the Notice amended to announce the Public Hearing at your August meeting. Please keep in mind that a Final Budget must be approved by the end of August.

**ATTACHMENTS:**

1. FY 2012-2013 Preliminary Budget and Salary Plan.
2. Notice of Public Hearing.
3. Policy No. 3020 Budget Preparation, Adoption and Revision.

## Rossmoor Community Services District

### FY 2012-2013 Preliminary Budget

#### General Fund Summary

#### Fund 10

Revenues	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-11	BUDGET	2011-2012	2012-2013
<b>Beginning Fund Balance</b>	n/a	n/a	n/a	0	20,635	36,988
Property Taxes	655,999	659,997	671,446	717,400	699,400	699,400
Street Light Assessments	230,611	232,543	236,699	260,000	250,000	250,000
Interest On Investments	45,698	19,717	12,389	10,000	10,000	10,000
From Other Governmental Agencies	53,833	66,551	0	57,200	58,400	128,000
Fees	109,255	123,669	0	133,000	133,000	133,000
Miscellaneous Revenues	3,110	7,766	10,300	264	30,264	23,000
<b>TOTAL GENERAL FUND REVENUES</b>	<b>1,098,506</b>	<b>1,110,243</b>	<b>930,834</b>	<b>1,177,864</b>	<b>1,181,064</b>	<b>1,243,400</b>
<b>Total Beginning Fund Balance + Revenues</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>1,280,388</b>

Expenditures	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-11	BUDGET	2011-2012	2012-2013
<b>Dept.</b>						
Administrative Services	299,905	311,130	305,550	321,168	326,168	367,792
Recreation	95,550	91,550	104,078	105,200	106,200	107,600
Rossmoor Park	145,484	0	0	171,526	166,890	169,020
Montecito Center	64,105	62,317	63,627	67,967	68,221	69,310
Rush Park	160,170	164,140	185,596	193,836	192,830	196,425
Street Lighting	90,400	98,078	107,213	98,480	100,980	102,480
Rossmoor Signature Wall	59	105	1,809	2,147	2,147	2,300
Street Sweeping	50,470	52,203	53,009	51,600	51,600	51,600
Parkway Trees	54,600	135,686	134,097	130,900	113,250	131,000
Mini-Parks and Medians	13,455	13,083	13,586	14,405	15,790	16,035
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>974,198</b>	<b>928,292</b>	<b>968,565</b>	<b>1,157,229</b>	<b>1,144,076</b>	<b>1,213,562</b>

<b>Revenues Less Expenditures</b>	<b>124,308</b>	<b>181,951</b>	<b>(37,731)</b>	<b>20,635</b>	<b>36,988</b>	<b>66,826</b>
<b>Ending Fund Balance</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>20,635</b>	<b>36,988</b>	<b>66,826</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Revenue Detail**  
**Fund 10**

Department 00 Revenues

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<u>Property Taxes</u>						
<b>Beginning Fund Balance</b>	n/a	n/a	n/a	0	0	36,988
3000 Current Secured	580,803	589,868	609,215	650,000	635,000	635,000
3001 Current Unsecured	29,432	25,509	25,922	28,000	26,000	26,000
3002 Prior Secured	22,455	24,284	18,004	18,800	18,800	18,800
3003 Prior Unsecured	3,286	695	317	1,000	1,000	1,000
3004 Delinquent Property Taxes	3,324	3,341	1,237	1,200	1,200	1,200
3010 Current Supplemental Assmnt.	10,949	5,897	6,503	7,000	6,000	6,000
3020 Public Utility	5,751	10,403	10,247	11,400	11,400	11,400
<b>Total Property Taxes</b>	<b>655,999</b>	<b>659,997</b>	<b>671,446</b>	<b>717,400</b>	<b>699,400</b>	<b>699,400</b>
<u>Street Light Assessments</u>						
3105 Assessments	230,611	232,543	236,699	260,000	250,000	250,000
<u>Interest On Investments</u>						
3200 Interest	45,698	19,717	12,389	10,000	10,000	10,000
<u>From Other Governmental Agencies</u>						
101 Taxes Receivable (Prop 1A Suspension)	0	0	0	0	0	70,800
3301 State-Homeowners Prop. Tax Relief	3,513	5,524	5,633	4,800	6,000	4,800
3302 State Mandated Cost Reimb.	0	9,371	(9,139)	500	500	500
3303 County Tree Trim Reimbursements	5,134	0	0	0	0	0
3305 County - Street Sweep Reimbursements	45,186	51,656	52,000	51,900	51,900	51,900
<b>Total From Other Governmental Agencies</b>	<b>53,833</b>	<b>66,551</b>	<b>48,494</b>	<b>57,200</b>	<b>58,400</b>	<b>128,000</b>
<u>Fees</u>						
3402 Parkway Tree Upgrade/Replacement	3,087	(100)	354	1,500	2,000	1,500
3404 Tennis Reservations	9,796	12,608	10,773	11,500	8,000	11,500
3406 Court & Ball Field Reservations	20,635	20,235	21,437	22,000	25,000	22,000
3410 Rossmoor Building Rental	5,793	6,807	6,319	10,000	10,000	10,000
3412 Montecito Building Rental	23,630	25,014	20,692	23,000	23,000	23,000
3414 Rush Building Rental	46,315	59,105	63,439	65,000	65,000	65,000
<b>Total Fees</b>	<b>109,255</b>	<b>123,669</b>	<b>123,013</b>	<b>133,000</b>	<b>133,000</b>	<b>133,000</b>
<u>Miscellaneous Revenues</u>						
3500 Miscellaneous	3,110	7,766	4,612	3,000	3,000	3,000
3501 Funding/Miscellaneous Studies	0	0	10,300	7,264	7,264	0
3600 Transfer In Other Funds	0	166,441	20,000	20,000	20,000	20,000
3600 Transfer Out Other Funds	0	0	0	(30,000)	0	0
<b>Total From Miscellaneous Revenues</b>	<b>3,110</b>	<b>174,207</b>	<b>34,912</b>	<b>264</b>	<b>30,264</b>	<b>23,000</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>1,098,506</b>	<b>1,276,684</b>	<b>1,126,953</b>	<b>1,177,864</b>	<b>1,181,064</b>	<b>1,243,400</b>
<b>Total Beginning Fund Balance + Revenues</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>		<b>36,988</b>	<b>1,280,388</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 10 Administrative Services**

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-11	BUDGET	2011-2012	2012-2013
<u>Salaries and Benefits</u>						
4000 Board of Directors Compensation	7,000	7,000	9,000	10,000	11,500	10,000
* 4001 Full Time	87,500	87,500	88,000	90,640	90,640	139,253
4003 Overtime	4,200		1,500	1,550	1,550	1,600
4007 Vehicle Allowance	850	850	750	750	750	750
* 4010 Workers' Comp. Insurance	2,700	2,700	3,000	3,000	3,000	3,500
* 4011 Medical Insurance	20,500	20,500	22,500	25,500	25,500	35,175
* 4015 Federal Payroll Taxes	7,000	7,000	7,000	7,000	7,000	10,200
* 4018 State Payroll Taxes	1,500	1,500	1,500	1,500	1,500	1,600
<b>Total Salaries and Benefits</b>	<b>122,529</b>	<b>131,250</b>	<b>133,250</b>	<b>139,940</b>	<b>141,440</b>	<b>202,078</b>
<u>Operations and Maintenance</u>						
5002 Insurance - Liability	15,000	15,000	9,000	9,704	9,704	9,704
5004 Membership & Dues	5,000	5,000	5,500	5,500	6,000	6,000
5006 Travel & Meetings	4,000	4,000	3,000	3,000	3,000	3,000
5010 Publications & Legal Notices	4,000	4,000	4,000	4,500	4,500	4,500
5012 Printing	5,000	5,000	500	500	500	500
5014 Postage	2,000	2,000	3,500	3,500	4,000	4,000
5016 Office & Meeting Supplies	10,500	10,500	8,300	8,300	8,300	8,300
5020 Telephone	1,500	1,500	1,500	1,500	1,500	1,500
5045 Miscellaneous Expenditures	2,500	2,500	5,500	5,500	6,500	5,500
5046 Bank Service Charges	2,500	2,500	1,000	1,000	1,000	1,000
5050 Elections	7,630	7,630	0	0	0	9,000
5051 Equipment Rental	1,250	1,250	500	500	500	500
<b>Total Operations and Maintenance</b>	<b>61,272</b>	<b>60,880</b>	<b>42,300</b>	<b>43,504</b>	<b>45,504</b>	<b>53,504</b>
<u>Contract Services</u>						
5610 Legal Services	36,000	36,000	40,000	40,000	40,000	40,000
5615 Financial Services	12,000	12,000	8,000	8,460	8,460	8,460
5620 Miscellaneous Studies	0	0	0	7,264	7,264	
** 5670 Other Professional Services	66,000	66,000	77,000	77,000	78,500	57,750
<b>Total Contract Services</b>	<b>113,292</b>	<b>114,000</b>	<b>125,000</b>	<b>132,724</b>	<b>134,224</b>	<b>106,210</b>
<u>Capital Expenditures</u>						
6010 Equipment	2,812	5,000	5,000	5,000	5,000	6,000
<b>Total Administrative Services</b>	<b>299,905</b>	<b>311,130</b>	<b>305,550</b>	<b>321,168</b>	<b>326,168</b>	<b>367,792</b>

\* Part-Time General Manager (+\$46,800)

\*\* 25% Reduction in Consultant hours.

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 20 Recreation**

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<b>Salaries and Benefits</b>						
4001 Full Time	36,300	36,300	43,932	44,000	39,000	40,000
4002 Part Time	16,500	16,500	17,853	20,000	25,000	25,500
4003 Overtime	4,000		1,902	1,900	1,900	1,950
4005 Event Attendant	300	300	270	300	300	300
4007 Vehicle Allowance	1,100	1,100	643	750	750	750
4010 Workers' Comp. Insurance	1,100	1,100	1,195	1,300	1,300	1,350
4011 Medical Insurance	4,800	4,800	5,288	6,550	6,550	10,500
4015 Federal Payroll Tax -FICA	4,500	4,500	5,143	4,500	4,500	4,500
4018 State Payroll Taxes	800	800	1,150	1,400	1,400	1,450
<b>Total Salaries and Benefits</b>	<b>69,400</b>	<b>65,400</b>	<b>77,376</b>	<b>80,700</b>	<b>80,700</b>	<b>86,300</b>
<b>Operations and Maintenance</b>						
5006 Travel & Meetings	1,000	1,000	365	800	800	800
5010 Publications & Legal Notices	500	500	76	150	150	150
5012 Printing	500	500	384	500	500	500
5014 Postage	150	150	147	300	300	300
5016 Office & Meeting Supplies	1,900	1,900	1,300	1,250	1,250	1,250
5017 Community Events	6,600	6,600	8,998	5,000	6,500	8,000
5019 Fireworks	6,200	6,200	6,200	6,200	6,200	0
5020 Telephone	1,300	1,300	1,651	1,800	1,800	1,800
5045 Miscellaneous Expenditures	500	500	150	500	500	500
5051 Equipment Rental	1,000	1,000	270	500	500	500
<b>Total Operations and Maintenance</b>	<b>19,650</b>	<b>19,650</b>	<b>19,541</b>	<b>17,000</b>	<b>18,500</b>	<b>13,800</b>
<b>Contract Services</b>						
5670 Other Professional Services	4,500	4,500	5,584	5,500	5,500	5,500
<b>Capital Expenditures</b>						
6010 Equipment	2,000	2,000	1,577	2,000	1,500	2,000
<b>Total Recreation</b>	<b>95,550</b>	<b>91,550</b>	<b>104,078</b>	<b>105,200</b>	<b>106,200</b>	<b>107,600</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 30 Rossmoor Park**

Acct.	AMENDED					PROPOSED 2012-2013
	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	BUDGET 2011-2012	ETC 2011-2012	
<u>Salaries and Benefits</u>						
4001 Full Time	24,326	26,096	28,205	28,600	28,600	29,200
4002 Part Time	4,992	5,362	5,678	6,200	7,400	7,400
4003 Overtime	1,542	1,299	824	1,100	1,100	1,150
4005 Event Attendant	531	618	460	500	500	500
4010 Workers' Comp. Insurance	1,811	2,300	2,678	2,600	2,600	2,700
4011 Medical Insurance	5,685	6,080	6,532	7,400	7,400	7,800
4015 Federal Payroll Tax -FICA	1,998	2,543	2,618	2,650	2,650	2,700
4018 State Payroll Taxes	459	889	420	550	550	570
<b>Total Salaries and Benefits</b>	<b>41,345</b>	<b>45,187</b>	<b>47,415</b>	<b>49,600</b>	<b>50,800</b>	<b>52,020</b>
<u>Operations and Maintenance</u>						
5010 Publications & Legal Notices	500	63	151	300	300	300
5012 Printing	341	380	192	300	300	300
5014 Postage	20	59	82	100	200	100
5016 Office & Meeting Supplies	861	964	643	700	700	700
5018 Janitorial Supplies	1,747	2,154	1,969	2,500	2,500	2,500
5020 Telephone	1,179	1,593	1,501	1,600	1,600	1,600
5022 Utilities	33,207	40,981	38,659	44,000	38,000	39,000
5025 Sewer Tax	653	659	675	676	740	750
5030 Vehicle Maintenance	510	439	480	1,500	1,500	1,500
5032 Buildings & Grounds Maint.	15,354	20,250	27,720	25,000	25,000	25,000
5034 Alarm Systems/Security	522	448	650	650	650	650
5045 Miscellaneous Expenditures	461	1,026	23	500	500	500
5051 Equipment Rental	304	601	680	700	700	700
5052 Minor Facility Repairs/Tools	1,100	529	0	500	500	500
<b>Total Operations and Maintenance</b>	<b>56,759</b>	<b>70,146</b>	<b>73,425</b>	<b>79,026</b>	<b>73,190</b>	<b>74,100</b>
<u>Contract Services</u>						
5655 Landscape Maintenance	36,191	36,723	32,739	35,500	35,500	35,500
5656 Park Tree Trimming	1,155	1,059	1,201	1,000	1,000	1,000
5670 Other Professional Services	3,826	4,647	5,470	5,400	5,400	5,400
<b>Total Contract Services</b>	<b>41,173</b>	<b>42,429</b>	<b>39,410</b>	<b>41,900</b>	<b>41,900</b>	<b>41,900</b>
<u>Capital Expenditures</u>						
6005 Building & Improvements	6,207	0	0	0	0	0
6010 Equipment	0	528	753	1,000	1,000	1,000
<b>Total Capital Expenditures</b>	<b>6,207</b>	<b>528</b>	<b>753</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>Total Rossmoor Park</b>	<b>145,484</b>	<b>158,290</b>	<b>161,003</b>	<b>171,526</b>	<b>166,890</b>	<b>169,020</b>



**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 40 Montecito Center**

Acct.	AMENDED					
	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<b>Salaries and Benefits</b>						
4001 Full Time	21,250	21,908	23,205	23,400	23,400	23,900
4002 Part Time	2,435	2,413	3,107	3,300	3,300	3,370
4003 Overtime	1,200	1,012	643	750	750	770
4005 Event Attendant	3,000	2,358	2,360	2,500	2,500	2,500
4010 Workers' Comp. Insurance	1,800	1,850	2,124	1,900	1,900	1,950
4011 Medical Insurance	3,900	4,922	5,288	6,600	6,600	6,950
4015 Federal Payroll Tax -FICA	2,200	2,111	2,160	2,200	2,200	2,250
4018 State Payroll Taxes	320	704	389	500	500	520
<b>Total Salaries and Benefits</b>	<b>36,105</b>	<b>37,278</b>	<b>39,276</b>	<b>41,150</b>	<b>41,150</b>	<b>42,210</b>
<b>Operations and Maintenance</b>						
5010 Publications & Legal Notices	500	63	76	150	150	150
5012 Printing	500	95	132	150	150	150
5014 Postage	100	21	82	100	200	200
5016 Office & Meeting Supplies	1,250	964	643	900	900	900
5018 Janitorial Supplies	1,850	2,138	1,969	2,500	2,500	2,500
5020 Telephone	1,500	1,660	1,743	1,650	1,650	1,650
5022 Utilities	3,500	3,575	3,689	3,500	3,500	3,500
5025 Sewer Tax	500	524	567	567	621	650
5030 Vehicle Maintenance	500	439	481	1,000	1,000	1,000
5032 Buildings & Grounds Maint.	5,500	3,785	3,822	4,000	4,000	4,000
5034 Alarm Systems/Security	500	443	458	500	500	500
5045 Miscellaneous Expenditures	1,000	865	23	500	500	500
5051 Equipment Rental	500	404	68	500	500	500
5052 Minor Facility Repairs/Tools	500	317	0	100	100	100
<b>Total Operations and Maintenance</b>	<b>18,200</b>	<b>15,294</b>	<b>13,752</b>	<b>16,117</b>	<b>16,271</b>	<b>16,300</b>
<b>Contract Services</b>						
5655 Landscape Maintenance	3,500	3,860	3,540	3,800	3,800	3,800
5656 Park Tree Trimming	1,300	1,059	1,201	1,000	1,000	1,000
5670 Other Professional Services	4,000	4,646	5,469	5,400	5,400	5,400
<b>Total Contract Services</b>	<b>8,800</b>	<b>9,565</b>	<b>10,210</b>	<b>10,200</b>	<b>10,200</b>	<b>10,200</b>
<b>Capital Expenditures</b>						
6005 Building & Improvements	0					
6010 Equipment	1,000	180	388	500	600	600
<b>Total Capital Expenditures</b>	<b>1,000</b>	<b>180</b>	<b>388</b>	<b>500</b>	<b>600</b>	<b>600</b>
<b>Total Montecito Center</b>	<b>64,105</b>	<b>62,317</b>	<b>63,627</b>	<b>67,967</b>	<b>68,221</b>	<b>69,310</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 50 Rush Park**

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<b>Salaries and Benefits</b>						
4001 Full Time	25,250	26,096	28,205	28,600	28,600	29,200
4002 Part Time	5,425	5,362	5,678	7,000	7,900	8,050
4003 Overtime	1,450	1,306	888	1,100	1,100	1,150
4005 Event Attendant	3,000	2,358	2,378	2,500	2,500	2,500
4010 Workers' Comp. Insurance	2,275	2,300	2,679	2,600	2,600	2,700
4011 Medical Insurance	5,145	6,164	6,533	7,400	7,400	7,800
4015 Federal Payroll Tax -FICA	2,750	2,677	2,751	2,650	3,000	2,700
4018 State Payroll Taxes	400	977	510	750	750	775
<b>Total Salaries and Benefits</b>	<b>45,695</b>	<b>47,240</b>	<b>49,622</b>	<b>52,600</b>	<b>53,850</b>	<b>54,875</b>
<b>Operations and Maintenance</b>						
5010 Publications & Legal Notices	500	500	239	500	500	500
5012 Printing	500	500	272	500	500	500
5014 Postage	100	100	82	100	100	100
5016 Office & Meeting Supplies	1,200	500	643	900	900	900
5018 Janitorial Supplies	2,000	2,000	1,974	2,500	2,500	2,500
5020 Telephone	1,300	1,500	1,743	1,800	1,800	1,800
5022 Utilities	42,000	42,000	52,984	50,000	50,000	50,000
5025 Sewer Tax	2,200	2,000	2,586	2,586	2,830	2,900
5030 Vehicle Maintenance	525	500	528	1,500	1,500	1,500
5032 Buildings & Grounds Maint.	23,000	17,000	25,939	30,000	30,000	30,000
5034 Alarm Systems/Security	750	600	593	750	750	750
5045 Miscellaneous Expenditures	1,200	1,000	963	1,200	1,200	1,200
5051 Equipment Rental	500	1,000	449	1,500	1,500	1,500
5052 Minor Facility Repairs/Tools	500	500	4,060	4,500	2,000	4,500
<b>Total Operations and Maintenance</b>	<b>76,275</b>	<b>69,700</b>	<b>93,054</b>	<b>98,336</b>	<b>96,080</b>	<b>98,650</b>
<b>Contract Services</b>						
5655 Landscape Maintenance	32,000	31,000	35,839	35,500	35,500	35,500
5656 Park Tree Trimming	1,200	1,000	1,201	1,000	1,000	1,000
5670 Other Professional Services	4,000	4,200	5,469	5,400	5,400	5,400
<b>Total Contract Services</b>	<b>37,200</b>	<b>36,200</b>	<b>42,509</b>	<b>41,900</b>	<b>41,900</b>	<b>41,900</b>
<b>Capital Expenditures</b>						
6005 Building & Improvements	0	10,000	0	0	0	0
6010 Equipment	1,000	1,000	411	1,000	1,000	1,000
<b>Total Capital Expenditures</b>	<b>1,000</b>	<b>11,000</b>	<b>411</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>Total Rush Park</b>	<b>160,170</b>	<b>164,140</b>	<b>185,596</b>	<b>193,836</b>	<b>192,830</b>	<b>196,425</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 60 Street Lighting**

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED	ETC 2011-2012	PROPOSED 2012-2013
				BUDGET 2011-2012		
<u>Operations and Maintenance</u>						
5020 Telephone	400	500	551	480	480	480
<u>Contract Services</u>						
5650 Lighting & Maintenance	90,000	97,578	106,662	98,000	100,500	102,000
<b>Total Street Lighting</b>	<b>90,400</b>	<b>98,078</b>	<b>107,213</b>	<b>98,480</b>	<b>100,980</b>	<b>102,480</b>

**Department 65 Rossmoor Signature Wall**

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED	ETC 2011-2012	PROPOSED 2012-2013
				BUDGET 2011-2012		
<u>Operations and Maintenance</u>						
5002 Insurance - Liability	0	0	1800	2,047	2,047	2,200
5032 Buildings & Grounds Maint.	59	105	9	100	100	100
<b>Total Operations and Maintenance</b>	<b>59</b>	<b>105</b>	<b>1,809</b>	<b>2,147</b>	<b>2,147</b>	<b>2,300</b>
<u>Capital Expenditures</u>						
6005 Building & Improvements	0	0	0	0	0	0
<b>Total Rossmoor Signature Wall</b>	<b>59</b>	<b>105</b>	<b>1,809</b>	<b>2,147</b>	<b>2,147</b>	<b>2,300</b>

**Department 70 Street Sweeping**

Acct.	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	AMENDED	ETC 2011-2012	PROPOSED 2012-2013
				BUDGET 2011-2012		
<u>Operations and Maintenance</u>						
5020 Telephone	400	500	551	500	500	500
5030 Vehicle Maintenance	70	47	43	100	100	100
<b>Total Operations and Maintenance</b>	<b>470</b>	<b>547</b>	<b>594</b>	<b>600</b>	<b>600</b>	<b>600</b>
<u>Contract Services</u>						
5642 Street Sweeping	50,000	51,656	52,415	51,000	51,000	51,000
<b>Total Street Sweeping</b>	<b>50,470</b>	<b>52,203</b>	<b>53,009</b>	<b>51,600</b>	<b>51,600</b>	<b>51,600</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 80 Parkway Trees**

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<u>Operations and Maintenance</u>						
5012 Printing	50	4	14	50	50	50
5014 Postage	50	8	23	500	600	600
5016 Office & Meeting Supplies	200	186	146	200	200	200
5020 Telephone	800	1,023	1061	900	950	900
5030 Vehicle Maintenance	250	81	197	300	300	300
5051 Equipment Rental	250	111	67	250	250	250
<b>Total Operations and Maintenance</b>	<b>1,600</b>	<b>1,413</b>	<b>1508</b>	<b>2,200</b>	<b>2,350</b>	<b>2,300</b>
<u>Contract Services</u>						
5656 Tree Trimming	71,000	67,100	76058	71,000	60,000	71,000
5660 Tree Removals	4,000	3,262	1666	3,700	3,700	3,700
5662 Small Tree Care (combined with 5664)						
5664 Tree Watering /Small Tree Care Program	0	2,916	600	1,000	200	1,000
5670 Other Professional Services	5,500	37,513	38259	38,000	32,000	38,000
<b>Total Contract Services</b>	<b>35,000</b>	<b>110,791</b>	<b>116583</b>	<b>113,700</b>	<b>95,900</b>	<b>113,700</b>
<u>Capital Expenditures</u>						
6015 Trees	18,000	23,482	16006	15000	15000	15000
<b>Total Parkway Trees</b>	<b>54,600</b>	<b>135,686</b>	<b>134,097</b>	<b>130,900</b>	<b>113,250</b>	<b>131,000</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**General Fund Departmental Expenditure Detail**  
**Fund 10**

**Department 90 Mini-Parks & Medians**

Acct.	AMENDED					
	ACTUAL 2008-09	ACTUAL 2009-10	ACTUAL 2010-2011	BUDGET 2011-2012	ETC 2011-2012	PROPOSED 2012-2013
<b>Salaries and Benefits</b>						
4001 Full Time	520	523	562	750	750	775
4002 Part Time	275	268	274	285	350	365
4003 Overtime	50	36	14	20	40	25
4010 Workers' Comp. Insurance	110	108	128	125	125	135
4015 Federal Payroll Tax -FICA	65	63	65	65	65	70
4018 State Payroll Taxes	10	25	12	10	10	15
<b>Total Salaries and Benefits</b>	<b>1,030</b>	<b>1,023</b>	<b>1,055</b>	<b>1,255</b>	<b>1,340</b>	<b>1,385</b>
<b>Operations and Maintenance</b>						
5020 Telephone	400	522	529	500	500	500
5022 Utilities	5,000	5,137	6,795	6,000	7,500	7,500
5030 Vehicle Maintenance	75	46	43	100	100	100
5032 Buildings & Grounds Maint.	1,000	686	632	1,000	1,000	1,000
5045 Miscellaneous Expenditures	200	143	12	200	200	200
5051 Equipment Rental	250	111	67	100	100	100
5052 Minor Facility Repairs/Tools	200	205	0	200	200	200
<b>Total Operations and Maintenance</b>	<b>7,125</b>	<b>6,850</b>	<b>8,078</b>	<b>8,100</b>	<b>9,600</b>	<b>9,600</b>
<b>Contract Services</b>						
5655 Landscape Maintenance	4,000	3,856	3,727	4,000	3,800	4,000
5656 Park Tree Trimming	500	354	400	500	500	500
5670 Other Professional Services	300	62	326	300	300	300
<b>Total Contract Services</b>	<b>4,800</b>	<b>4,272</b>	<b>4,453</b>	<b>4,800</b>	<b>4,600</b>	<b>4,800</b>
<b>Capital Expenditures</b>						
6005 Building & Improvements	0	0	0	0	0	0
6010 Equipment	500	938	0	250	250	250
<b>Total Capital Expenditures</b>	<b>500</b>	<b>938</b>	<b>0</b>	<b>250</b>	<b>250</b>	<b>250</b>
<b>Total Mini-Parks &amp; Medians</b>	<b>13,455</b>	<b>13,083</b>	<b>13,586</b>	<b>14,405</b>	<b>15,790</b>	<b>16,035</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>1,024,754</b>	<b>1,079,430</b>	<b>1,129,568</b>	<b>1,157,229</b>	<b>1,144,076</b>	<b>1,213,562</b>

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**Rush Park Assessment Revenue/Expenditure Detail**  
**Fund 20**

Department 00 Rush Park AD Revenues

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<b>Beginning Fund Balance</b>	n/a	n/a	n/a	15,776	15,776	39,198
<u>Assessments</u>						
3100 Current Year Secured	376,471	376,230	378,483	382,500	382,500	382,500
3101 Prior Year Secured	8,294	5,237	6,710	7,500	7,500	7,500
3200 Interest	0	6,804	0	5,000	5,000	5,000
3500 Other Misc. Rev.	(13,850)	6,670	25,671	13,800	13,800	13,800
3600 Transfer In Other Funds (Fund 50)	15,895	0	185,000	0	0	0
<b>Total Rush Park AD Revenues</b>	<b>386,810</b>	<b>394,941</b>	<b>595,864</b>	<b>408,800</b>	<b>408,800</b>	<b>408,800</b>
<b>Total Beginning Fund Balance + Revenues</b>	n/a	n/a	n/a	424,576	424,576	447,998

Department 50 Rush Park AD Expenditures

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<u>Contract Services</u>						
5619 Bond Trustee	2,875	2,875	2,875	2,875	2,875	2,875
6600 *Transfer out other Funds (Fund 10 )	0	0	20,000	20,000	20,000	20,000
6600 **Transfer out other Funds (Fund 40)	0	0	0	100,000	100,000	100,000
	<b>2,875</b>	<b>2,875</b>	<b>22,875</b>	<b>122,875</b>	<b>122,875</b>	<b>122,875</b>
<u>Annual Debt Service</u>						
5800 Principal	170,000	155,000	370,000	150,000	111,183	0
5801 Interest	198,040	217,713	187,213	146,555	146,555	141,980
5720 Reserves					4,765	
<b>Total Annual Debt Service</b>	<b>368,040</b>	<b>372,713</b>	<b>557,213</b>	<b>296,555</b>	<b>262,503</b>	<b>141,980</b>
<b>Total Rush Park AD Expenditures</b>	<b>370,915</b>	<b>375,588</b>	<b>580,088</b>	<b>419,430</b>	<b>385,378</b>	<b>264,855</b>
<b>Revenues Less Expenditures</b>	<b>15,895</b>	<b>19,353</b>	<b>15,776</b>	<b>(10,630)</b>	<b>23,422</b>	<b>143,945</b>
<b>Ending Fund Balance</b>	n/a	n/a	n/a	5,146	39,198	183,143

\* Transfer to repay Fund 20 Bond administrative costs.

\*\* Transfer to Fund 40 thru Fund 10.

Reserves held at US Bank in Money Markey Account \$ 362,770

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**Rossmoor Wall Special Tax Revenue/Expenditure Detail**  
**Fund 30**

Department 00 Rossmoor Wall Revenues

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<b>Beginning Fund Balance</b>	n/a	n/a	n/a	1,268	1,268	7,073
<u>Special Taxes</u>						
3100 Current Year Secured	85,597	85,801	85,020	85,700	85,700	85,700
3101 Prior Year Secured	1,876	1,279	2,633	2,300	2,300	2,300
3200 Interest	0	0	0	1,000	1,000	1,000
3500 Other Misc. Rev.	0	(864)	0	0	0	0
<b>Total Rossmoor Wall Revenues</b>	<b>87,473</b>	<b>86,216</b>	<b>87,653</b>	<b>89,000</b>	<b>89,000</b>	<b>89,000</b>
<b>Total Beginning Fund Balance + Revenues</b>	n/a	n/a	n/a	90,268	90,268	96,073

Department 65 Rossmoor Wall Expenditures

Acct.	ACTUAL	ACTUAL	ACTUAL	AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-2011	BUDGET	2011-2012	2012-2013
<u>Contract Services</u>						
5619 Bond Trustee	2,530	2,530	2,530	2,530	2,530	2,530
<u>Annual Debt Service</u>						
5800 Principal	50,000	45,000	55,000	55,000	55,000	60,000
5801 Interest	31,900	37,555	28,855	25,665	25,665	20,590
<b>Total Annual Debt Service</b>	<b>81,900</b>	<b>82,555</b>	<b>83,855</b>	<b>80,665</b>	<b>80,665</b>	<b>80,590</b>
<b>Total Rossmoor Wall Expenditures</b>	<b>84,430</b>	<b>85,085</b>	<b>86,385</b>	<b>83,195</b>	<b>83,195</b>	<b>83,120</b>
<u>Revenues Less Expenditures</u>	3,043	1,131	1,268	5,805	5,805	5,880
<b>Ending Fund Balance</b>	n/a	3043.28	1,268	7,073	7,073	12,953

Reserves held at US Bank in Money Market Account \$ 47,000

**Rossmoor Community Services District**  
**FY 2012-2013 Preliminary Budget**  
**Capital Improvement Program Summary**  
**Fund 40**

Revenues	ACTUAL			AMENDED	ETC	PROPOSED
	2008-09	2009-10	2010-11	BUDGET		
Dept.				2011-12	2011-12	2012-2013
<b>Beginning Fund Balance</b>	n/a	n/a	n/a	147,838	147,838	196,367
Other Government Agencies	21,608	0	0	0	0	0
Transfer in Other Funds/Fund 10	473,000	221,158	129,049	30,000	-	-
Transfer in Other Funds/Fund 20 thru Fund 10	0	0	69,714	100,000	100,000	100,000
*Transfer in Reserves	0	150,000	0	0	0	0
<b>TOTAL FUND 40 REVENUES</b>	<b>494,608</b>	<b>371,158</b>	<b>198,763</b>	<b>130,000</b>	<b>100,000</b>	<b>296,367</b>
<b>Total Beginning Fund Balance + Revenues</b>	n/a	n/a	n/a	277,838	247,838	296,367
<b>Expenditures</b>	ACTUAL			AMENDED	ETC	PROPOSED
Dept.	2008-09	2009-10	2010-11	BUDGET		
Rossmoor Park	132,490	137,065	0	45,400	41,075	0
Montecito Center	0	8,200	28,471	65,000	0	65,000
Rush Park	155,009	87,666	13,434	116,066	10,086	172,206
General	0	20,000	9,020	0	310	28,991
<b>TOTAL FUND 40 EXPENDITURES</b>	<b>287,499</b>	<b>252,931</b>	<b>50,925</b>	<b>226,466</b>	<b>51,471</b>	<b>266,197</b>
<b>Revenues Less Expenditures</b>	<b>0</b>	<b>118,227</b>	<b>147,838</b>	<b>(96,466)</b>	<b>196,367</b>	<b>296,367</b>
<b>Ending Fund Balance</b>	n/a	n/a	147,838	51,372	196,367	30,170

\* Transferred back into reserves.



**FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET  
(FOR 2011-2012 ETC'S AND 2012-2013 PRELIMINARY BUDGET)**

**FUND 40**

PROJECT TITLE	Adjusted Budget FY 2011-2012	ETC FY 2011-2012	Preliminary Budget FY 2012-2013	Information Only FY 2013-2014	Information Only FY 2014-2015	Information Only FY 2015-2016
<b>REVENUES</b>						
Beginning Fund Balance	\$147,838	\$147,838	\$196,367	\$30,170	(\$301,790)	(\$427,450)
Transfer from Fund 10	\$30,000	\$0	\$0	\$0	\$0	\$0
Transfer from Fund 20 (thru Fund 10)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0
Prop 1A Payback and Interest from State	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$277,838</b>	<b>\$247,838</b>	<b>\$296,367</b>	<b>\$30,170</b>	<b>(\$301,790)</b>	<b>(\$427,450)</b>
<b>EXPENSES</b>						
<b>ROSSMOOR PARK</b>						
Tennis Repaired & Resurfaced	\$40,400	\$41,075				
Replace Chain Link Fencing Around Backstops			TBD			
Tot Lot Equipment - Swing Set and Hooded Slide (1) to be consistent with safety regulations.	\$5,000					
Resurface Basketball Courts.			TBD			
<b>MONTECITO</b>						
Redesign Interior	\$65,000	\$0	\$65,000	\$50,000		
Redesign Exterior				\$49,800		
Install Electronic Message Board				\$48,000		
New Gate			TBD			
<b>RUSH PARK</b>						
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals)	\$19,200	\$5,192	\$14,000			
Rehabilitate and Upgrade Indoor Men's Restrooms (including waterless urinals)	\$3,120		\$3,120			
Upgrade Auditorium Lamp Fixtures and Install Emergency Lighting	\$19,950		\$19,950			
Replace Peripheral HVAC System in Auditorium			\$32,400			
Replace Temporary Picnic Canopy with Permanent Shade Structure			\$39,000			
Baseball Field - Replace with dustless dirt	\$35,000		\$35,000			
Tot Lot Equipment - Swing Set and Hooded Slides (2) to be consistent with safety regulations.	\$10,000	\$4,894				
Pour-in-Place Rubber Surfacing (Partial 2,132 sq.ft.) for Tot Lot to be consistent with safety regulations.	\$28,736		\$28,736			
Canopy Entrance for Auditorium				\$37,800		
Revise Landscape				\$20,700		
Install Solar Panels			TBD			
Repave Parking Lot (Possibly move to start in FY 2012-2013?)				\$125,660	\$125,660	
Outlet and Circuit Breaker for Movies and Concerts in the Park. (TBD in which FY.) = \$10,500						
<b>GENERAL</b>						
Rossmoor Shopping Village Signage (requested by Board Jan. 2012)	TBD	\$310	TBD			
Scissor Lift and Utility Trailer			\$14,750			
Irrigation Box for Rossmoor Triangle			\$9,000			
Replace Round Trash Cans for Rush, Rossmoor and Mini Parks.			\$5,241			
<b>TOTAL EXPENSES</b>	<b>\$226,406</b>	<b>\$51,471</b>	<b>\$266,197</b>	<b>\$331,960</b>	<b>\$125,660</b>	<b>\$0</b>
<b>ENDING FUND BALANCE</b>	<b>\$51,432</b>	<b>\$196,367</b>	<b>\$30,170</b>	<b>(\$301,790)</b>	<b>(\$427,450)</b>	<b>(\$427,450)</b>

**ROSSMOOR COMMUNITY SERVICES  
DISTRICT  
EMPLOYEE SALARY PLAN**

<b>F/Y 2012-2013</b>						
<b>Position</b>	<b>2011-2012 Current Salary</b>		<b>Consumer Price Index 2012 2.0%</b>		<b>2012-2013 Recommended Salary</b>	
	<b>Yearly</b>	<b>Hourly</b>	<b>Annually</b>	<b>Hourly</b>	<b>Annually</b>	<b>Hourly</b>
*General Manager	n/a		n/a		\$46,800.00	\$45.00
Accountant/Bookkeeper	\$50,470.00	\$24.26	\$1,009.40	\$0.49	\$51,479.40	\$24.75
**Administrative Assistant	\$44,589.00	\$22.87	\$891.78	\$0.46	\$45,480.78	\$23.32
General Clerk	\$36,147.00	\$17.38	\$722.94	\$0.35	\$36,869.94	\$17.73
Park Superintendent	\$47,250.00	\$22.72	\$945.00	\$0.45	\$48,195.00	\$23.17
Recreation Superintendent	\$41,600.00	\$20.00	\$832.00	\$0.40	\$42,432.00	\$20.40
*Maintenance Assistant	\$14,997.00	\$14.42	\$299.94	\$0.29	\$15,296.94	\$14.71
*Recreation Leader	\$16,068.00	\$15.45	\$321.36	\$0.31	\$16,389.36	\$15.76
Event/Facility Attendant	n/a	\$15.00				\$15.00

\* 1/2 Time 20 hrs a week/1,040 hrs per year.

\*\*37.5 hrs per week/1,950 hrs per year.

**NOTICE OF  
PREPARATION OF FINAL BUDGET  
HEARING ON PROPOSED FINAL BUDGET  
OF ROSSMOOR COMMUNITY SERVICES DISTRICT  
FOR FISCAL YEAR 2012-2013**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Rossmoor Community Services District has reviewed a preliminary budget as of June 12, 2012 for fiscal year 2012-2013, and the General Manager of the District has prepared a proposed Final Budget for the District for fiscal year 2012-2013. The proposed Final Budget is available for inspection at the District office between the hours of 9:00 A.M. and 5:00 PM, Monday through Friday. Persons wishing to inspect the proposed final budget should ask for Henry Taboada, the District's General Manager, and state that they wish to review the proposed Final Budget for fiscal year 2012-2013. The District office is located at 3001 Blume Drive, Rossmoor, CA 90720.

NOTICE IS ALSO GIVEN that the Board of Directors of the District will conduct a hearing on the proposed Final Budget on July 10, 2012, commencing at 7:00 P.M., at the District Auditorium, 3021 Blume Drive, Rossmoor, CA 90720. Any person may appear at the time of the hearing and be heard regarding any item in the proposed Final Budget, or regarding the addition of other items. Following the hearing, the Board of Directors may adopt the proposed Final Budget as the District's Final Budget for fiscal year 2012-2013.

Henry Taboada

June 12, 2012

Board Secretary

Date

Rossmoor Community Services District

**Policy**

**No. 3020**

**BUDGET PREPARATION, ADOPTION AND REVISION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amended: November 9, 2004

Amended: January 11, 2005

Amended: April 10, 2007

Amended: October 9, 2007

Amended: January 13, 2009

Amended: January 10, 2012

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-2**

**Date:** June 12, 2012

**To:** Honorable Board of Directors

**From:** Consulting General Manager

**Subject:** SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT WITH KELRAN LLC FOR TREE CONSULTING SERVICES

**RECOMMENDATION:**

Approve the Second Amendment to Amended and Restated Agreement with Kelran, LLC for provision of tree consulting services.

**BACKGROUND:**

Randy Reynolds, in the capacity of Kelran, LLC, has been performing the duties of the District's Tree Consultant. In accordance with the Agreement, Mr. Reynolds has submitted a request to continue with his current assignment.

Attached is the modified Agreement which increases hourly compensation by a 2% COLA from \$28.25 per hour to \$28.82 or \$29,500 to \$30,090 per annum.

**ATTACHMENTS:**

1. First Amendment to Amended and Restated Agreement with Kelran, LLC for Provision of Tree Consulting Services.
2. Proposed Second Amendment to Amended and Restated Professional Services Agreement for Enforcement of Parkway Tree Program.
3. Email dated June 5, 2012 from Randy Reynolds (Kelran LLC) re: Acceptance of Amended Agreement.

FIRST AMENDMENT  
TO  
AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENFORCEMENT OF PARKWAY TREE PROGRAM

This FIRST AMENDMENT TO AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT FOR ENFORCEMENT OF PARKWAY TREE PROGRAM (“Amendment”) is made and entered into this 14th day of June, 2011, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California community services district (herein “District”) and KELRAN, an LLC (herein “Contractor”). The parties hereto agree as follows:

RECITALS

WHEREAS, on or about December 8, 2008, the Parties entered into that certain Professional Services Agreement (“Previous Agreement”) for the provision of professional services in connection with the District’s parkway tree program. The Initial term of the Previous Agreement was for one (1) year. The Parties then entered into the first of three (3) one (1) year Extended Terms as provided for under the Previous Agreement. The Parties then entered into the Amended And Restated Professional Services Agreement (“Agreement”), dated June 8, 2010, in order to make certain revisions to the scope of work and to revise the amount of compensation in accordance with the revised scope of work. A copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the term of the Agreement is for a period not exceeding one (1) year from the date of full execution of the Agreement by both Parties. The District may elect to extend said Initial Term for three (3) one (1) year extended terms provided the District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable; and

WHEREAS, the General Manager, on behalf of the District, has given written notice of the election to enter into an Extended Term. The parties desire to enter into this Amendment in order to document the Extended Term and to amend the compensation provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the Recitals set forth hereinabove, the parties to this Amendment hereby agree as follows:

## 1. Term

The parties hereby acknowledge and agree that the term of the Agreement has been extended ("Extended Term") for the first of the three (3) Extended Terms as permitted under the Agreement. Therefore, said first Extended Term shall be in effect for the period beginning June 8, 2011 and expiring on June 8, 2012, unless earlier terminated as provided herein.

## 2. Compensation

Section 3.3.1 Compensation of the Agreement is hereby amended, in its entirety, as follows:

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 "C" attached hereto and incorporated herein by reference. The total yearly compensation shall not exceed Twenty-nine Thousand, Five Hundred Dollars (\$29,500) without written approval of District's General Manager. Said compensation shall be paid at an hourly rate of \$28.25 per hour on an estimated 20 hour work week. Payment of compensation shall be on a bi-weekly basis. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

## 3. Exhibit "C" Compensation

EXHIBIT "C," Compensation, is hereby amended, in its entirety, as follows:

Contractor shall receive compensation for all Services rendered under this Agreement at the rate of \$28.25 per hour, not to exceed \$29,500 per annum, not including mileage reimbursement, unless authorized by the General Manager.

## 4. General Provisions

4.1 Balance of the Agreement to Remain in Effect. Except as otherwise specifically provided for in this Amendment, the balance of the provisions of the Agreement shall remain in full force and effect and shall not be impacted by this Amendment.

4.2 Interpretation. The terms of this Amendment shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Amendment or any other rule of construction which might otherwise apply.

4.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Amendment. The Recitals set forth above are incorporated herein and made an operative part of this Amendment.



4.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Amendment shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Amendment which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Amendment meaningless.

4.5 Corporate Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**KELRAN, LLC.**

By: \_\_\_\_\_  
Henry Taboada  
General Manager

By: \_\_\_\_\_  
Randy Reynolds  
KELRAN, LLC  
President

EXHIBIT "A"

Amended And Restated Professional Services Agreement  
For  
Enforcement Of Parkway Tree Program

SECOND AMENDMENT  
TO  
AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENFORCEMENT OF PARKWAY TREE PROGRAM

This SECOND AMENDMENT TO AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT FOR ENFORCEMENT OF PARKWAY TREE PROGRAM (“Amendment”) is made and entered into this 12th day of June, 2012, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California community services district (herein “District”) and KELRAN, an LLC (herein “Contractor”). The parties hereto agree as follows:

RECITALS

WHEREAS, on or about December 8, 2008, the Parties entered into that certain Professional Services Agreement (“Previous Agreement”) for the provision of professional services in connection with the District’s parkway tree program. The Initial term of the Previous Agreement was for one (1) year. The Parties then entered into the first of three (3) one (1) year Extended Terms as provided for under the Previous Agreement. The Parties then entered into the Amended And Restated Professional Services Agreement (“Agreement”), dated June 8, 2010, in order to make certain revisions to the scope of work and to revise the amount of compensation in accordance with the revised scope of work; and

WHEREAS, the term of the Agreement is for a period not exceeding one (1) year from the date of full execution of the Agreement by both Parties. The District may elect to extend said Initial Term for three (3) one (1) year extended terms provided the District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable. The parties entered into a First Amendment to the Agreement, dated June 14, 2011, in order to document the first of the three (3) one (1) year Extended Terms; and

WHEREAS, the General Manager, on behalf of the District, has given written notice of the election to enter into the second of the three (3) one (1) year Extended Terms. The parties desire to enter into this Amendment in order to document the second Extended Term and to amend the compensation provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the Recitals set forth hereinabove, the parties to this Amendment hereby agree as follows:

1. Term

The parties hereby acknowledge and agree that the term of the Agreement has been extended (“Extended Term”) for the second of the three (3) Extended Terms as permitted under the Agreement. Therefore, said second Extended Term shall be in effect for the period beginning June 8, 2012 and expiring on June 8, 2013, unless earlier terminated as provided herein.

2. Compensation

Section 3.3.1 Compensation of the Agreement is hereby amended, in its entirety, as follows:

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 ”C” attached hereto and incorporated herein by reference. The total yearly compensation shall not exceed Thirty Thousand and Ninety Dollars (\$30,090) without written approval of District’s General Manager. Said compensation shall be paid at an hourly rate of \$28.82 per hour on an estimated 20 hour work week. Payment of compensation shall be on a bi-weekly basis. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3. Exhibit “C” Compensation

EXHIBIT “C,” Compensation, is hereby amended, in its entirety, as follows:

Contractor shall receive compensation for all Services rendered under this Agreement at the rate of \$28.82 per hour, not to exceed \$30,090 per annum, not including mileage reimbursement, unless authorized by the General Manager.

4. General Provisions

4.1 Balance of the Agreement to Remain in Effect. Except as otherwise specifically provided for in this Amendment, the balance of the provisions of the Agreement shall remain in full force and effect and shall not be impacted by this Amendment.

4.2 Interpretation. The terms of this Amendment shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Amendment or any other rule of construction which might otherwise apply.

4.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Amendment. The Recitals set forth above are incorporated herein and made an operative part of this Amendment.

4.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Amendment shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Amendment which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Amendment meaningless.

4.5 Corporate Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**KELRAN, LLC.**

By: \_\_\_\_\_  
Henry Taboada  
General Manager

By: \_\_\_\_\_  
Randy Reynolds  
KELRAN, LLC  
President

June 5, 2012

To Henry Taboada:

Surprisingly another year has come and gone in a blink of an eye and my current contract with Rossmoor Community Services organization is coming to an end. It has been a pleasure working with you, the RCSD staff, Board Members and the residents of Rossmoor.

If you and the Board wish to extend my contract for another year, I am willing to continue to provide my services as Tree Consultant, utilizing my experience to insure the program's continued success.

Randy Reynolds

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-3**

**Date:** June 12, 2012  
**To:** Honorable Board of Directors  
**From:** Consulting General Manager  
**Subject:** NEW THREE-YEAR AGREEMENT WITH WEST COAST ARBORIST, INC. FOR PARK AND PARKWAY ARBORIST AND TREE MAINTENANCE SERVICES

**RECOMMENDATION:**

Authorize General Manager to execute a new three-year Agreement with West Coast Arborist, Inc (WCA).

**BACKGROUND:**

The District's current Agreement with West Coast Arborist, Inc. will expire on July 1, 2012. The current Agreement is in its third one-year amendment period. Attached is a proposed new three-year Agreement

WCA's current Agreement included the following conditions:

1. Perform and deliver a complete (updated) tree inventory for the District (valued at approximately \$16,000).
2. Provide the District with access to their web-based tree inventory program (valued at approximately \$5,000).
3. Provide unlimited software support and training (values at approximately \$4,800 annually)
4. Hold their 2008-2009 price levels for the 2009-2010 fiscal year and receive a CPI based adjustment for the next two years. At the current rate of inflation, that would be minimal.

WCA has fulfilled each of those conditions.

Considering the satisfactory service levels and the reasonable costs and conditions of the WCA proposal, it is the recommendation of the General Manager and the District's Tree Consultant that we enter into a new three-year Agreement with WCA.

**ATTACHMENTS:**

1. Letter dated June 5, 2012 from WCA.
2. Current WCA Agreement.
3. Proposed Three-year Agreement.





June 5, 2012

Rossmoor Community District  
**ATTN: Henry Taboada, General Manager**  
3001 Blume Drive  
Rossmoor, CA 90720

**RE: TREE MAINTENANCE SERVICES AGREEMENT**

Dear Mr. Taboada,

Together, West Coast Arborists, Inc. (WCA) and Rossmoor Community District have forged a very productive and cohesive working relationship. Our organizations have endured both good and bad times with the ever fluctuating economy of our state and country. Despite current economic trends; the integrity, health and preservation of Rossmoor’s urban forest remains our common goal.

As we near the end of our current contract term (expires June 30, 2012), we would like to express our interest in extending the contract for an additional three-year term in one-year increments. In an effort to help offset the financial strain placed on the City, we held our rates the same over the last three fiscal years. In the continued tradition of mutual benefit, WCA is willing to hold the prices the same for fiscal year 2012-2013. For the subsequent years, we respectfully request a cost adjustment based on the latest Consumer Price Index (CPI) for the Los Angeles-Orange-Riverside region.

We appreciate your ongoing efforts to make this Agreement a success for both the District and WCA and look forward to continuing a successful business relationship. Should you have any questions, or require additional information please do not hesitate to contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez  
Vice-President, Director of Marketing

ROSSMOOR COMMUNITY SERVICES DISTRICT

CONTRACT TREE TRIMMING SERVICES AGREEMENT

This CONTRACT TREE TRIMMING SERVICES AGREEMENT ("Agreement"), is made and entered into this 1st day of July, 2009, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California community services district (herein "District") and WEST COAST ARBORISTS, INC. (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

RECITALS

WHEREAS, District and Contractor previously entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective May 13, 1998 and that certain RESTATED ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT dated July 1, 2001 ("2001 Agreement"). In addition, the parties subsequently entered into three (3) amendments to the 2001 Agreement in order to provide for Extended Terms and to set forth amendments in regard to Services of Contractor and Compensation. Pursuant to the Third Amendment To Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement, dated July 1, 2008, the Extended Term will expire on June 30, 2009; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth a new contract for tree trimming services which will supercede any and all existing contractual arrangements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the recitals set forth hereinabove, the parties to this Amendment hereby agree as follows:

AGREEMENT

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Contractor hereby agrees to a background check by the Orange County's Sheriff Department if Contractor shall work with persons of eighteen (18) years of age or under. (See Exhibit "D.")

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the District of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by District's own negligence.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from

said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Contractor shall not perform, nor be compensated for, additional services without written authorization from the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum Unit Prices (herein "Contract Sum"), except as provided in Section 1.8.

2.2 CPI Adjustment. The Contract Sum shall be adjusted annually on July 1 of each year, beginning as of July 1, 2010, for cost of living as shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.

2.3 Method of Compensation. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and District Board meetings reasonably deemed necessary by the District; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District in the form approved by the District's General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the District Board.

### 3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall perform all services as directed by the District and as otherwise provided for in this Agreement and the Scope of Services.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless early terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in force and effect for three (3) consecutive calendar years from and after 01 July 2009.

### 4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Mahoney, President  
Keith Hennig, Contracts Administrator

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Board of Directors of District. It shall be the Contractor's responsibility to

assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. District shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

## 5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. Without limiting Contractor's indemnification obligations as set forth in this Agreement, the Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000 or less, the policy of insurance shall be written in an amount not less than \$500,000 single limit, per occurrence. If the Contract Sum is greater than \$25,000 but less than \$1,000,000, the policy of insurance shall be in an amount not less than \$1,000,000 single limit, per occurrence. If the Contract Sum is greater than \$1,000,000 but less than \$2,000,000, the policy of insurance shall be in an amount not less than \$2,000,000, single limit, per occurrence. If the Contract Sum is

greater than \$2,000,000, the policy of insurance shall be in an amount not less than \$5,000,000 single limit, per occurrence.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the District against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive/Vehicle Insurance. A policy of comprehensive automobile/vehicle liability (including owned, non-owned, leased, and hired autos/vehicles) insurance written on a per occurrence basis in an amount not less than \$500,000 single limit, per occurrence, for bodily injury and property damage.

All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to:

(1) Provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by certified or registered mail to the District;

(2) Provide that the insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers; and

(3) Name the District, its Board of Directors and all the District appointed groups, committees, boards, and any other District appointed bodies, and the District's elected or appointed officers, and its officials, employees, agents, representatives, and volunteers (hereinafter "District and District Personnel") as additional insureds.

All of Contractor's insurance (i) shall contain no special limitations on the scope of protection afforded to District and District Personnel; (ii) shall be primary insurance and any insurance or self-insurance maintained by District or District Personnel shall be in excess of the Contractor's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (v) shall be written by insurers in compliance with Section 5.4.

No work or services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage's and said Certificates of Insurance or binders are approved by the District. In the event any of said policies of insurance are materially modified or cancelled for any reason, the Contractor shall, prior to the cancellation date, submit new

evidence of insurance, in conformance with this Section 5.1, to the Contract Officer. The Contract Officer, with the prior approval of the District Manager, shall have authority to consent to a modification of the foregoing insurance requirements, which consent may be given or withheld in the Contract Officer's and District Manager's respective sole and absolute and arbitrary discretion.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification. Contractor agrees to indemnify the District, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the District, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the District, its officers, agents or employees, who are directly responsible to the District, and in connection therewith:

(a) Contractor shall defend any action or actions filed in connection with any of said claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor shall promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the District, its officers, agents, and employees harmless therefrom;

(c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the District, its officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.



5.3 Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "All or better" in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the General Manager of the District due to unique circumstances. In the event the General Manager of District ("Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the District, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Manager to the District within 10 days of receipt of notice from the Manager.

## 6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the District is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the District's sole risk and without liability to Contractor, and the District shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall

provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on District shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

7.2 Disputes. Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and District may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Consultant and to any legal action commenced by Consultant, and such compliance shall not be a waiver of Consultant's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit District's right to terminate this Agreement with or without cause pursuant to Section 7.7.

7.3 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or

to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration Of Initial or Extended Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may terminate this Agreement only for cause and with not less than thirty (30) days, prior written notice and only after following the procedures of Section 7.2 to enable the District to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### 8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer, official, employee, agent, representative, or volunteer of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the District at the following address: Rossmoor Community Services District, 3001 Blume Drive, Rossmoor, CA 90720, Attn: General Manager. Notices shall be delivered to Contractor at the following address: West Coast Arborists, Incorporated, 2200 E. Via Burton Street, Anaheim, CA 92806, Attn: Patrick O. Mahoney,

President. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. For example, and not by way of limitation, this Agreement hereby supercedes and the 13 May 1998 Agreement, the 2001 Agreement, and the First Amendment To Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**[End - Signature Page and Exhibits Follow]**

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first written above.

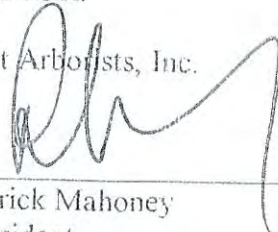
DISTRICT:

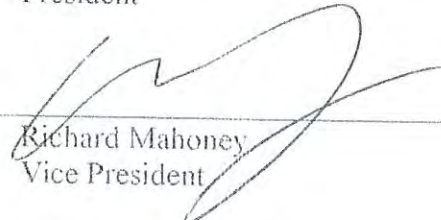
Rossmoor Community Services District, a California community services district

  
\_\_\_\_\_  
President of the Board of Directors

CONTRACTOR:

West Coast Arborists, Inc.

By:   
\_\_\_\_\_  
Patrick Mahoney  
President

By:   
\_\_\_\_\_  
Richard Mahoney  
Vice President

Address: 2200 E. Via Burton Street  
Anaheim, CA 92806  
(800) 521-3714  
(714) 956-3745 FAX

END OF SIGNATURES

EXHIBIT "A"  
SCOPE OF SERVICES

IRV #13175 v1  
RVPUB JFERRE 760668.1

## EXHIBIT "A"

### SCOPE OF SERVICES

#### ALL SITE LOCATIONS

##### A. TREE PLANTING:

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship

1. All plantings will be established industry standard for fifteen (15) gallon or twenty four (24) inch box trees; not to be less than 1" (inch) in diameter at dsh (diameter standard height) and 6' (feet) in height when planted, and otherwise acceptable to the RCSD in terms of diameter size, health, quality and aesthetics. The RCSD reserves the right to choose and reserve tree stock, and/or to purchase planting stock from other sources, when issues of size are evident.
2. All planting nursery stock will conform to the American Standard for Nursery Stock as set forth by American National Standards Institute (ANSI) standard Z60.1-2004 and ISA Guidelines for High Quality Trees. Trees shall be free from pests, disease and structural defects.
3. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the District in accordance with the specifications herein.
4. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
5. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.



6. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
7. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water.
8. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
9. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

**B. SAPLING CARE:**

The RCSD requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

1. Watering shall be performed by a one man crew with a water truck who will water each grid, including landscape median and young trees that are three (3) years old and younger, once monthly.

**B. MAINTENANCE AND SAFETY TREE TRIMMING REQUIREMENTS:**

1. All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed and shall conform to the American National Standards Institute (ANSI) A300 Pruning Standards for Tree Care Operations, the International Society of Arboriculture (ISA) Tree Pruning Guidelines and the ISA Best Management Practices: Tree Pruning.
2. All pruning shall be performed with the intent of improving aesthetic characteristics and increasing structural strength resulting in sound tree culture that is appropriate for the individual tree specie while providing correct vertical and horizontal clearance needed in a municipal setting.

3. Remove all dead and or damaged branches and limbs.
4. At no time shall "Topping" be permitted on any tree.
5. At no time shall "Lion Tailing" or branch stripping be permitted on any tree.
6. No more than one forth (1/4) of a tree's foliage should be removed in a calendar year.
7. All pruning equipment shall be sharp and sized appropriately for the pruning cut. When pruning to remove fungus, disease or an otherwise infected area, all pruning tools shall be properly cleaned after each cut with bleach.
8. The following minimum clearances shall be maintained at all times, unless a specific problem arises:
  - a. All branches overhanging on roadways beyond the curb line shall have a minimum clearance of fourteen (14) feet.
  - b. All branches overhanging any sidewalk or walkway shall have a nine (9) foot clearance.
  - c. All trees shall be aesthetically trimmed to prevent/minimize encroachment on private property.
9. All pruning cuts should be made just outside the branch bark ridge or branch collar so that, under normal conditions, healing can start immediately.
10. All limbs of one and one half (1½) inches or larger in diameter shall first be undercut to prevent splitting of the bark.
11. All cut limbs shall be lowered to the ground using a method that prohibits further damage to the remainder of the tree.
12. All suckers and water spouts shall be removed in a manner that minimized the size of the wound to the tree.
13. All crossing or any limbs that rub shall be removed unless removal of said limbs would result in large gaps in the general outline of the tree. Limbs should extend alternately from the trunk on twelve (12) to twenty four (24) inch spacing.
14. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or any other existing severe damage shall be reported to the District's General Manager, or an authorized representative.
15. At no time during any trimming procedure shall any hooks, gaffs, spurs or climbers be

used by anyone employed for such trimming with out the prior permission of the District's General Manager, or authorized representative.

C. SAFETY TRIMMING:

The standards for safety trimming shall be those adopted by the County of Orange, with whom the District has a contract for safety trimming. The standards for safety trimming shall be as follows:

1. Fourteen (14) foot vertical clearance from the road surface.
2. Nine (9) foot vertical clearance from the parkway or sidewalk surface.
3. As necessary to provide clear visibility of all traffic control or municipal informational signage.
4. As necessary to provide reasonable clearance for street lighting and intersection safety lighting.

D. ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment, service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
2. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
3. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance

notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.
6. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
7. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than thirty (30%) percent.
8. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
9. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

#### D. TREE AND STUMP REMOVAL:

RCSD prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

1. All tree and stump removals will conform to American National Standards Institute (ANSI) Z133.1-1994 – American National Standard for Tree Care Operations - Pruning, Trimming, repairing, Maintaining, and Removing trees, and Cutting Brush-Safety Requirements

E. EMERGENCY RESPONSE:

The Contractor may be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from an RCSD authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call

F. REQUIRED WORK STANDARDS:

1. Contractor shall staff the work site with personnel qualified and trained in tree pruning.
2. Contractor shall staff the work site with an arborist, certified through the International Society of Arboriculture (ISA), as the site supervisor.
3. The Contractor will manage the entire inventory project and will not use subcontractors.
4. The general hours of operation shall be 8:00 a.m. to 5:00 p.m. with respect to any chipping, cutting or other operations generating harsh or unusual noise.
5. The days of operation shall be Monday through Friday.
6. Special emphasis shall be placed upon public safety during pruning operations, with all required safety markers prominently displayed.
7. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.
8. The District's General Manager or an authorized representative for the District shall be the sole judge as to the adequacy of any cleanup.

G. REPORTS TO THE DISTRICT:

1. Contractor will map, measure and keep current computerized records of all District's tree

- inventory. Records shall be kept on data base that is accessible to the RCSD at any time.
2. Contractor will immediately report to the District's General Manager or an authorized representative, any condition which is deemed hazardous or which requires immediate attention.
  3. Contractor will report monthly on forms provided by the District on all activities which are performed by Contractor which is based on monthly/quarterly schedules.

#### H. INSPECTION:

1. The District's General Manager, or an authorized representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the process, workmanship and character of equipment used and employed in the work and quality of trees planted. RCSD shall be notified at least two (2) working days before any planting takes place.
2. Inspection of the work shall not relieve the Contractor of any of their obligation to fulfill the contract as prescribed. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the District's General Manager or an authorized representative, and accepted for payment.
3. Any work found to be unacceptable will be communicated by phone with an email sent as a follow-up. Upon receipt of notification of the deficiencies, the Contractor shall correct the deficiencies within (10) working days from notification. After this time period, if unacceptable conditions still exist, the District has the right to deduct payment or terminate the contract.

#### I. SPECIAL PROVISIONS:

1. Perform and deliver a complete tree inventory for the District (valued at approximately \$16,000).
2. At no additional cost, provide the District with access to Contractor's web-based tree inventory program called ArborAccess On-Line (valued at approximately \$5,000).
3. Provide unlimited software support including training during the entire length of the Agreement (valued at approximately \$4,800).

EXHIBIT "B"  
SCHEDULE OF COMPENSATION

IRV #13175 v1  
RVP/B FERRE 760668.1

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
CONTRACT TREE TRIMMING SERVICES AGREEMENT**

This CONTRACT TREE TRIMMING SERVICES AGREEMENT (“Agreement”), is made and entered into this 1st day of July, 2012, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California community services district (herein “District”) and WEST COAST ARBORISTS, INC. (herein “Contractor”). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

**RECITALS**

WHEREAS, District and Contractor previously entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective May 13, 1998 and that certain RESTATED ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT dated July 1, 2001 (“2001 Agreement”). In addition, the parties subsequently entered into three (3) amendments to the 2001 Agreement in order to provide for Extended Terms and to set forth amendments in regard to Services of Contractor and Compensation. Pursuant to the Third Amendment To Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement, dated July 1, 2008, the Extended Term expired on June 30, 2009; and

WHEREAS, District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2009 (“2009 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2009; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth a new contract for tree trimming services which will supercede any and all existing contractual arrangements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the recitals set forth hereinabove, the parties to this Amendment hereby agree as follows:

**AGREEMENT**

**1.0 SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the District entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall



follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the District of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Contract Officer.

1.5 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by District’s own negligence.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Contractor shall not perform, nor be compensated for, additional services without written authorization from the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum Unit Prices (herein "Contract Sum").

2.2 CPI Adjustment. The Contract Sum shall be adjusted annually on July 1 of each year, beginning as of July 1, 2013, for cost of living as shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.

2.3 Method of Compensation. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and District Board meetings reasonably deemed necessary by the District; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District in the form approved by the District's General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the District Board.

### 3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall perform all services as directed by the District and as otherwise provided for in this Agreement and the Scope of Services.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless early terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in force and effect for three (3) consecutive calendar years from and after July 1, 2012.

### 4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Mahoney, President  
Keith Hennig, Contracts Administrator

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Board of Directors of District. It shall be the Contractor's responsibility to

assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. District shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

## 5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. Without limiting Contractor's indemnification obligations as set forth in this Agreement, the Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000 or less, the policy of insurance shall be written in an amount not less than \$500,000 single limit, per occurrence. If the Contract Sum is greater than \$25,000 but less than \$1,000,000, the policy of insurance shall be in an amount not less than \$1,000,000 single limit, per occurrence. If the Contract Sum is greater than \$1,000,000 but less than \$2,000,000, the policy of insurance shall be in an amount not less than \$2,000,000, single limit, per occurrence. If the Contract Sum is

greater than \$2,000,000, the policy of insurance shall be in an amount not less than \$5,000,000 single limit, per occurrence.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the District against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive/Vehicle Insurance. A policy of comprehensive automobile/vehicle liability (including owned, non-owned, leased, and hired autos/vehicles) insurance written on a per occurrence basis in an amount not less than \$500,000 single limit, per occurrence, for bodily injury and property damage.

All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to:

(1) Provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by certified or registered mail to the District;

(2) Provide that the insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers; and

(3) Name the District, its Board of Directors and all the District appointed groups, committees, boards, and any other District appointed bodies, and the District's elected or appointed officers, and its officials, employees, agents, representatives, and volunteers (hereinafter "District and District Personnel") as additional insureds.

All of Contractor's insurance (i) shall contain no special limitations on the scope of protection afforded to District and District Personnel; (ii) shall be primary insurance and any insurance or self-insurance maintained by District or District Personnel shall be in excess of the Contractor's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (v) shall be written by insurers in compliance with Section 5.4.

No work or services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage's and said Certificates of Insurance or binders are approved by the District. In the event any of said policies of insurance are materially modified or cancelled for any reason, the Contractor shall, prior to the cancellation date, submit new

evidence of insurance, in conformance with this Section 5.1, to the Contract Officer. The Contract Officer, with the prior approval of the District Manager, shall have authority to consent to a modification of the foregoing insurance requirements, which consent may be given or withheld in the Contract Officer's and District Manager's respective sole and absolute and arbitrary discretion.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification. Contractor agrees to indemnify the District, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the District, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the District, its officers, agents or employees, who are directly responsible to the District, and in connection therewith:

(a) Contractor shall defend any action or actions filed in connection with any of said claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor shall promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the District, its officers, agents, and employees harmless therefrom;

(c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the District, its officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "All or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the General Manager of the District due to unique circumstances. In the event the General Manager of District ("Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the District, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Manager to the District within 10 days of receipt of notice from the Manager.

## 6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the District is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the District's sole risk and without liability to Contractor, and the District shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall

provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on District shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

7.2 Disputes. Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and District may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Consultant and to any legal action commenced by Consultant, and such compliance shall not be a waiver of Consultant's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit District's right to terminate this Agreement with or without cause pursuant to Section 7.7.

7.3 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or



to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration Of Initial or Extended Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may terminate this Agreement only for cause and with not less than thirty (30) days, prior written notice and only after following the procedures of Section 7.2 to enable the District to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer, official, employee, agent, representative, or volunteer of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the District at the following address: Rossmoor Community Services District, 3001 Blume Drive, Rossmoor, CA 90720, Attn: General Manager. Notices shall be delivered to Contractor at the following address: West Coast Arborists, Incorporated, 2200 E. Via Burton Street, Anaheim, CA 92806, Attn: Patrick O. Mahoney,

President. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**[End - Signature Page and Exhibits Follow]**

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first written above.

DISTRICT:

Rossmoor Community Services District, a California community services district

\_\_\_\_\_  
President of the Board of Directors

CONTRACTOR:

West Coast Arborists, Inc.

By: \_\_\_\_\_  
Patrick Mahoney  
President

By: \_\_\_\_\_  
Richard Mahoney  
Vice President

Address: 2200 E. Via Burton Street  
Anaheim, CA 92806  
(800) 521-3714  
(714) 956-3745 FAX

END OF SIGNATURES

EXHIBIT "A"  
SCOPE OF SERVICES

## EXHIBIT "A"

### SCOPE OF SERVICES

#### ALL SITE LOCATIONS

##### A. TREE PLANTING:

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship

1. All plantings will be established industry standard for fifteen (15) gallon or twenty four (24) inch box trees; not to be less than 1" (inch) in diameter at dsh (diameter standard height) and 6' (feet) in height when planted, and otherwise acceptable to the RCSD in terms of diameter size, health, quality and aesthetics. The RCSD reserves the right to choose and reserve tree stock, and/or to purchase planting stock from other sources, when issues of size are evident.
2. All planting nursery stock will conform to the American Standard for Nursery Stock as set forth by American National Standards Institute (ANSI) standard Z60.1-2004 and ISA Guidelines for High Quality Trees. Trees shall be free from pests, disease and structural defects.
3. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the District in accordance with the specifications herein.
4. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
5. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

6. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
7. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water.
8. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (1/3") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
9. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

**B. SAPLING CARE:**

The RCSD requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

1. Watering shall be performed by a one man crew with a water truck who will water each grid, including landscape median and young trees that are three (3) years old and younger, once monthly.

**B. MAINTENANCE AND SAFETY TREE TRIMMING REQUIREMENTS:**

1. All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed and shall conform to the American National Standards Institute (ANSI) A300 Pruning Standards for Tree Care Operations, the International Society of Arboriculture (ISA) Tree Pruning Guidelines and the ISA Best Management Practices: Tree Pruning.
2. All pruning shall be performed with the intent of improving aesthetic characteristics and increasing structural strength resulting in sound tree culture that is appropriate for the individual tree specie while providing correct vertical and horizontal clearance needed in a municipal setting.

3. Remove all dead and or damaged branches and limbs.
4. At no time shall "Topping" be permitted on any tree.
5. At no time shall "Lion Tailing" or branch stripping be permitted on any tree.
6. No more than one fourth (1/4) of a tree's foliage should be removed in a calendar year.
7. All pruning equipment shall be sharp and sized appropriately for the pruning cut. When pruning to remove fungus, disease or an otherwise infected area, all pruning tools shall be properly cleaned after each cut with bleach.
8. The following minimum clearances shall be maintained at all times, unless a specific problem arises:
  - a. All branches overhanging on roadways beyond the curb line shall have a minimum clearance of fourteen (14) feet.
  - b. All branches overhanging any sidewalk or walkway shall have a nine (9) foot clearance.
  - c. All trees shall be aesthetically trimmed to prevent/minimize encroachment on private property.
9. All pruning cuts should be made just outside the branch bark ridge or branch collar so that, under normal conditions, healing can start immediately.
10. All limbs of one and one half (1½) inches or larger in diameter shall first be undercut to prevent splitting of the bark.
11. All cut limbs shall be lowered to the ground using a method that prohibits further damage to the remainder of the tree.
12. All suckers and water spouts shall be removed in a manner that minimized the size of the wound to the tree.
13. All crossing or any limbs that rub shall be removed unless removal of said limbs would result in large gaps in the general outline of the tree. Limbs should extend alternately from the trunk on twelve (12) to twenty four (24) inch spacing.
14. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or any other existing severe damage shall be reported to the District's General Manager, or an authorized representative.
15. At no time during any trimming procedure shall any hooks, gaffs, spurs or climbers be



used by anyone employed for such trimming with out the prior permission of the District's General Manager, or authorized representative.

C. SAFETY TRIMMING:

The standards for safety trimming shall be those adopted by the County of Orange, with whom the District has a contract for safety trimming. The standards for safety trimming shall be as follows:

1. Fourteen (14) foot vertical clearance from the road surface.
2. Nine (9) foot vertical clearance from the parkway or sidewalk surface.
3. As necessary to provide clear visibility of all traffic control or municipal informational signage.
4. As necessary to provide reasonable clearance for street lighting and intersection safety lighting.

D. ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment, service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
2. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
3. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance

notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.
6. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
7. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than thirty (30%) percent.
8. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
9. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

#### D TREE AND STUMP REMOVAL:

RCSD prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

1. All tree and stump removals will conform to American National Standards Institute (ANSI) Z133.1-1994 – American National Standard for Tree Care Operations - Pruning, Trimming, repairing, Maintaining, and Removing trees, and Cutting Brush-Safety Requirements

E. EMERGENCY RESPONSE:

The Contractor may be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from an RCSD authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call

F. REQUIRED WORK STANDARDS:

1. Contractor shall staff the work site with personnel qualified and trained in tree pruning.
2. Contractor shall staff the work site with an arborist, certified through the International Society of Arboriculture (ISA), as the site supervisor.
3. The Contractor will manage the entire inventory project and will not use subcontractors.
4. The general hours of operation shall be 8:00 a.m. to 5:00 p.m. with respect to any chipping, cutting or other operations generating harsh or unusual noise.
5. The days of operation shall be Monday through Friday.
6. Special emphasis shall be placed upon public safety during pruning operations, with all required safety markers prominently displayed.
7. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.
8. The District's General Manager or an authorized representative for the District shall be the sole judge as to the adequacy of any cleanup.

G. REPORTS TO THE DISTRICT:

1. Contractor will map, measure and keep current computerized records of all District's tree

inventory. Records shall be kept on data base that is accessible to the RCSD at any time.

2. Contractor will immediately report to the District's General Manager or an authorized representative, any condition which is deemed hazardous or which requires immediate attention.
3. Contractor will report monthly on forms provided by the District on all activities which are performed by Contractor which is based on monthly/quarterly schedules.

#### H. INSPECTION:

1. The District's General Manager, or an authorized representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the process, workmanship and character of equipment used and employed in the work and quality of trees planted. RCSD shall be notified at least two (2) working days before any planting takes place.
2. Inspection of the work shall not relieve the Contractor of any of their obligation to fulfill the contract as prescribed. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the District's General Manager or an authorized representative, and accepted for payment.
3. Any work found to be unacceptable will be communicated by phone with an email sent as a follow-up. Upon receipt of notification of the deficiencies, the Contractor shall correct the deficiencies within (10) working days from notification. After this time period, if unacceptable conditions still exist, the District has the right to deduct payment or terminate the contract.

#### I. SPECIAL PROVISIONS:

1. Perform and deliver a complete tree inventory for the District (valued at approximately \$16,000).
2. At no additional cost, provide the District with access to Contractor's web-based tree inventory program called ArborAccess On-Line (valued at approximately \$5,000).
3. Provide unlimited software support including training during the entire length of the Agreement (valued at approximately \$4,800).

EXHIBIT "B"  
SCHEDULE OF COMPENSATION



## Rossmoor Community Services District

### Price Schedule for Fiscal Year 2012-2013

#### Tree Maintenance Services

Item	Description	Unit	Unit Prices for FY12-13
1	Tree Pruning 0-6" dsh	Each	\$ 30.30
2	Tree Pruning 7-18"	Each	\$ 41.50
3	Tree Pruning over 18" dsh	Each	\$ 64.00
4	Safety Pruning	Each	N/A
5	Palm Pruning 0-30 ft.	Each	\$ 17.00
6	Palm Pruning over 30 ft.	Each	\$ 28.20
7	Tree and Stump Removal	Inch	\$ 14.50
8	Tree Only Removal	Inch	\$ 10.10
9	Stump Only Removal	Inch	\$ 4.60
10	Plant 15 gallon tree w/out RB	Each	\$ 89.90
11	Plant 15 gallon tree with RB	Each	\$ 106.70
12	Plant 24" Box tree w/o RB	Each	\$ 179.60
13	Plant 24" Box tree with RB	Each	\$ 218.70
14	Specialty Plant 15 gallon tree w/o RB	Each	\$ 123.30
15	Specialty Plant 15 gallon tree with RB	Each	\$ 140.50
16	Specialty Plant 24" Box tree w/o RB	Each	\$ 246.90
17	Specialty Plant 24" Box tree with RB	Each	\$ 286.10
18	Crew Rental - 3 man crew	Hourly	\$ 106.20
	Safety Pruning		
19	Emergency Crew Rental	Hourly	\$ 224.70
20	Watering	Day	\$ 291.60
21	Small Tree Care	Day	\$ 450.00

Prices for FY12-13 are the same as FY11-12