

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

March 10, 2015

PUBLIC COPY

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AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, March 10, 2015

7:00 p.m.

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

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Burgess, Casey, DeMarco, Maynard
President Kahlert
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS:
 - a. OC Sheriff's Department, Officer Manny Cruz: Drunk Driving Awareness Presentation.
 - b. President Bill Kahlert re: Presentation of Proclamation for Local Eagle Scout Award.

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 PUBLIC WORKS/CIP COMMITTEE RE: RECOMMENDATION TO PROCEED WITH THE ACQUISITION AND INSTALLATION OF A PERMANENT SHADE STRUCTURE AT RUSH PARK.
2. REPORT OF THE TREE COMMITTEE RE: ILLEGAL TREE TRIMMING OF PARKWAY AND MEDIAN TREES.
3. REPORT OF THE PARKS & FACILITIES COMMITTEE RE: COOPERATIVE PROGRAMMING AGREEMENT WITH THE YOUTH CENTER.
4. REPORT OF THE GENERAL MANAGER RE: NOTIFICATION (FROM CALTRANS) OF PREFERRED ALTERNATIVE 3 (TOLL LANES) FOR THE I-405 IMPROVEMENT PROJECT.
5. REPORT OF THE GENERAL MANAGER RE: NOTIFICATION FROM THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY OF LONGEVITY DISTRIBUTION CREDIT (\$2,072).

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular Board Meeting of February 10, 2015.

2. JANUARY 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

1. RESOLUTION NO. 15-03-10-01 APPROVAL FOR DISPENSING AND CONSUMPTION OF ALCOHOL (BEER) AT THE ROSSMOOR COMMUNITY FESTIVAL.

ORDINANCES

2. ORDINANCE NO. 2015-02 CODIFYING REVISIONS TO BOARD POLICY NO. 3080 PARKWAY AND ROSSMOOR WAY TREE MAINTENANCE.

H. REGULAR CALENDAR

1. ADOPTION OF FY 2015-2016 BUDGET CALENDAR.
2. NEW AGREEMENT FOR BROADCASTING AND PRODUCTION OF DISTRICT BOARD MEETINGS.
3. THE YOUTH CENTER REQUEST FOR COSPONSORSHIP OF THE SUMMER YOUTH PROGRAM AND APPROVAL OF A THREE-YEAR COOPERATIVE PROGRAMMING AGREEMENT.
4. SHAKESPEARE BY THE SEA REQUEST FOR COSPONSORSHIP OF THEIR PERFORMANCE OF

“TEMPEST” AND “AS YOU LIKE IT”.

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

6. FIRST READING OF AMENDMENTS TO POLICY NO. 1015 MISSION AND JURISDICTION.

1. GENERAL MANAGER ITEMS

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

J. BOARD MEMBER ITEMS

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

K. CLOSED SESSION - None

L. ADJOURNMENT

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

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


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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the March 10, 2015, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:



JAMES D. RUTH
General Manager

Date March 7, 2015

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF MARCH 10, 2015

RECOMMENDATION:

Receive presentations.

BACKGROUND:

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

- a. OC Sheriff's Department Officer Manny Cruz re: Drunk Driving Awareness Presentation.
- b. President Kahlert re: Local Eagle Scout Award Commendation.

ATTACHMENTS-None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a.

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF MARCH 10, 2015

RECOMMENDATION:

Receive presentations.

BACKGROUND:

Orange County Sheriff's Department Traffic Bureau-Officer Manny Cruz will give a brief presentation on drunk driving awareness.

- a. OC Sheriff's Department Officer Manny Cruz re: Drunk Driving Awareness Presentation.

ATTACHMENTS-None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4b.

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF MARCH 10, 2015

RECOMMENDATION:

Receive presentations.

BACKGROUND:

President Kahlert will present a proclamation to local youth, Matthew Joseph Wauters of Boy Scout Troop 657 in recognition of his recent Eagle Scout service award and achievements.

b. President Kahlert re: Local Eagle Scout Award Commendation.

ATTACHMENTS-None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: March 10, 2015
To: Honorable Board of Directors
From: Public Works/CIP Committee
Via: General Manager
Subject: RECOMMENDING APPROVAL TO PROCEED WITH THE
INSTALLATION OF THE RUSH PARK SHADE STRUCTURE

RECOMMENDATION:

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

BACKGROUND:

The Public Works/CIP Committee met on February 23rd and reviewed the FY 2014-2015 Project List and Fund 40 finances. As part of that review the Committee voted 2-0 to recommend approval by the Board of the purchase and installation of a permanent shade structure in Rush Park. There currently exists a temporary shade structure which was supposed to be a temporary shade structure which has in fact been in place for many years.

In 2014, the District's Recreation Department conducted a Park Use Survey in which the community was asked a series of questions. One of these questions addressed reasons for visiting Rossmoor's parks. Out of a total of 166 surveys, 65 persons reported that they attend Rossmoor's parks for birthday parties. Additionally, 61 persons surveyed said that they would like to see the Rush Park picnic canopy upgraded.

The temporary shade structure does not meet current Fire Code regulations and must be replaced with an approved permanent structure or be removed from use. There are sufficient monies in Fund 40 to accommodate this project. If approved by the Board, Agenda Item H-6 further in this Agenda will authorize the General Manager to

enter into agreements for the purchase and installation of the structure.

Attached is documentation for the low bid which was reviewed and evaluated by the Committee. The cost of the project is \$39,473.84 based on the low-bid estimate from the vendor. Because the District is utilizing the Cooperative Government Purchasing Agreement (Agreement), the required bidding process was not required. Nonetheless, bids were solicited from local vendors to validate the use of the Agreement as the least cost option. Permit fees are not included in the bids, but staff is estimating permitting costs at approximately \$3,500 bringing the total project cost to \$43,000. The actual fees will only be known when the project is presented to the OC Planning and Building Department for a permit.

ATTACHMENTS:

1. Rush Park Permanent Picnic shelter Project—Quote Comparison.
2. PORTERcorp (Poligon) Quotation re: Purchase and Installation of Shade Structure.
3. Project Rendering of Shade Structure.

ROSSMOOR COMMUNITY SERVICES DISTRICT

Rush Park Permanent Picnic Shelter Project—Quote Comparison

Manufacturer/Contractor	Capacity Under Canopy	Shelter Cost	Install Cost	Permits	Other (Freight, roofing material, tax)	Total Project Cost
Great Western Park & Playground (RCP)	Approx 125	\$16,080	\$31,593.75	\$3,500	\$15,055.60	\$66,229.35
Andersen Construction*		\$16,080	\$56,250	n/a	n/a	\$72,330.00
Poligon (PorterCorp)**	Approx 100	\$16,948	\$14,850	n/a	\$7,675.84	\$39,473.84

*Andersen Construction provided an install quote based on renderings provided by Great Western Park & Playground for the shelter. The intent was to gather a quote from a local contractor to install a pre-purchased shelter to reduce the costly install quotes previously received by the shelter manufacturers. Andersen estimated a \$1,000 permit cost not reflected in the above Total Project Cost.

**District staff has budgeted \$43,000 for Poligon (PorterCorp) for the Total Project Cost for the projected cost of the permits

PORTERCORP™

FRAME AND PANEL BUILDINGS

4240 N 136th Ave

Holland, MI 49424

Phone # 800-264-7225

E-mail sales@miracleplayground.com

Fax # 877-215-3869

Web Site www.poligon.com

QUOTATION

Date	Estimate #
2/19/2015	2067

Name / Address
Rossmoor Community Service District

-Purchase orders to be made out to PORTERcorp.
 -Purchase orders to be mailed/faxed to 9106
 Pulsar Ct #C, Corona Ca 92883 or -877-215-3869
 -Remittance Address: 4240 N 136th Ave Holland
 MI 49424

Project	Terms	Rep	FOB
Rush Park	Net 30	John	factory

Item	Description	Qty	Rate	Total
Poligon	Poligon Wood Shelter #WLG24x36TGMR - Wood frame 24' x 36' -Gable Style roof -Tongue & Groove sub roofing -Multi Rib metal roof	1	16,948.00	16,948.00T
Engineering	Wet Stamped Engineering including footings	1	250.00	250.00T
Freight	Commercial Freight	1	6,050.00	6,050.00

This quote is valid for 30 days. This quote is valid for 30 days due to fluctuating steel and fuel costs. Acceptance signature above serves as authorization to order the items quoted and indicates acceptance of the listed payment terms. Signature above will not substitute for a purchase order, if a purchase order is required by customer.	Subtotal
	Sales Tax (8.0%)
	Total

TERMS TO BE DETERMINED BY PORTERCORP UPON RECEIPT OF CREDIT APPLICATION. A DEPOSIT IS GENERALLY REQUIRED.

Signature _____

PORTERcorp™

FRAME AND PANEL BUILDINGS

4240 N 136th Ave

Holland, MI 49424

Phone # 800-264-7225

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 -Remittance Address: 4240 N 136th Ave Holland
 MI 49424

Project	Terms	Rep	FOB
Rush Park	Net 30	John	factory

Item	Description	Qty	Rate	Total
Installation	Installation of WLG24x36TGMR shelter to include: excavation of existing soil for footings, placement of concrete for footings, erection of shelter and roof supplied by manufacturer. Includes steel rebar cages per manufacturers footing recommendation. NOTE: there will be additional charges if there is not acceptable access. A minimum of 8'w x 15'h is required. All utilities must be clearly marked prior to work commencement. Excludes: demo of any existing shelter or concrete, concrete cutting, permits, storage of materials,	1	14,850.00	14,850.00
NJPA	All pricing is per the NJPA contract.		0.00	0.00

This quote is valid for 30 days.	Subtotal	\$38,098.00
This quote is valid for 30 days due to fluctuating steel and fuel costs. Acceptance signature above serves as authorization to order the items quoted and indicates acceptance of the listed payment terms. Signature above will not substitute for a purchase order, if a purchase order is required by customer.	Sales Tax (8.0%)	\$1,375.84
	Total	\$39,473.84

TERMS TO BE DETERMINED BY PORTERCORP UPON RECEIPT OF CREDIT APPLICATION. A DEPOSIT IS GENERALLY REQUIRED.

Signature _____





SUSTAINABLE DESIGN. Nature inspired.

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frame and roof colors

- square
- rectangle
- hexagon
- octagon
- bandshell
- custom
- shelter options
- stool shelters
- fabric shelters

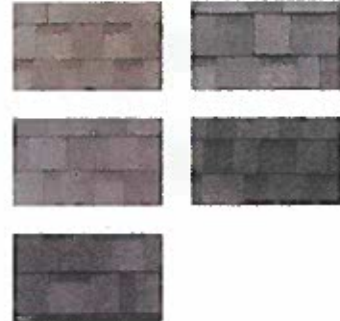


Colors shown are for reference only. Actual color may vary. Please request actual color samples for a true color representation at info@poligon.com



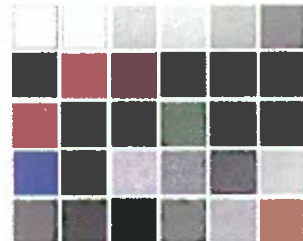
Select the swatches to color the roof and frame.

Shingle Roof Color



Multi-rib Roof Color

■ Evergreen

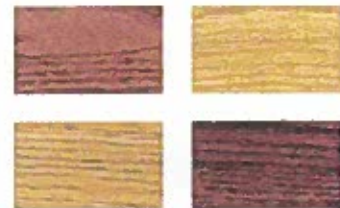


* Premium colors represented with an asterisk are available with a slight upcharge. Consult factory for pricing and lead time.

Frame and T&G Colors

Frame and T&G roofing comes unfinished. Stain choices are optional.

■ Gunstock #231



Poligon Wood Shelter Specification Form

by **PORTERCORP**
 PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
 www.poligon.com 616-399-1963

Low Pitched Gable Wood Shelter **WLG**

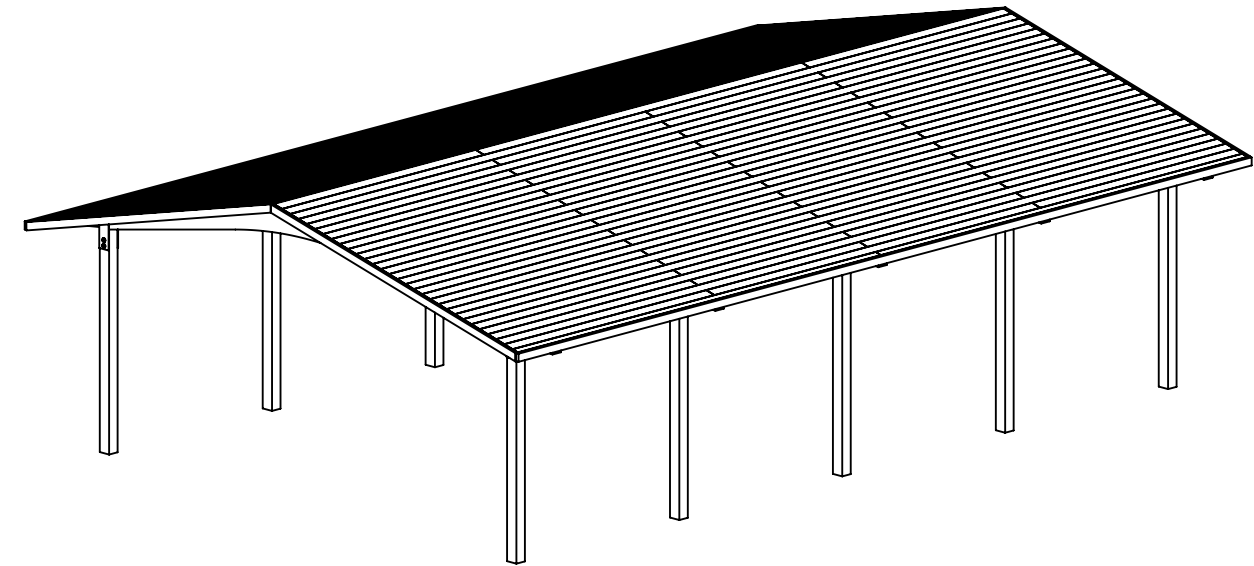
PROJECT NAME: _____
 PROJECT LOCATION: _____
 CUSTOMER NAME: _____
 E-MAIL: _____
 COMPANY: _____
 ADDRESS: _____
 ADDRESS 2: _____
 CITY: _____
 STATE: _____ ZIP: _____
 PHONE: _____ FAX: _____
 SEISMIC DESIGN: _____ BLDG CODE: _____

STANDARD WITH THIS BUILDING:

- Treated gluelam wooden columns
- Wooden trusses and purlins
- Structural steel, hot dip galvanized connection plates
- Hot dipped galvanized structural fasteners
- 2X6 SYP tongue and groove primary roof
- Asphalt shingles with felt and trim
- Pre-drilled plates and gluelams
- Embedded column
- 3:12 pitch
- 8'-0" under eave height
- 30 PSF snow load
- 120 MPH wind load

SELECT MODIFICATIONS TO A STANDARD:

- See website for multi-rib roof color choices and wood stain choices: www.poligon.com
- Kynar Multi-rib metal roof instead of asphalt shingles - Roof color: _____
 - Stained tongue and groove roof - Stain choice: _____
 - Stained columns and trusses - Stain choice: _____
 - Increase snow load: _____
 - Increase wind load: _____
 - Increase under eave height (up to 12'): _____
 - Substitute surface mount for embedded column



Standard Available Sizes

<input type="checkbox"/> WLG 16X20	<input type="checkbox"/> WLG 20X36	<input type="checkbox"/> WLG 24X44	<input type="checkbox"/> WLG 30X60	<input type="checkbox"/> WLG 40X44
<input type="checkbox"/> WLG 16X28	<input type="checkbox"/> WLG 20X44	<input type="checkbox"/> WLG 24X52	<input type="checkbox"/> WLG 36X36	<input type="checkbox"/> WLG 40X52
<input type="checkbox"/> WLG 16X36	<input type="checkbox"/> WLG 20X52	<input type="checkbox"/> WLG 30X36	<input type="checkbox"/> WLG 36X44	<input type="checkbox"/> WLG 40X60
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<input type="checkbox"/> WLG 20X28	<input type="checkbox"/> WLG 24X36	<input type="checkbox"/> WLG 30X52	<input type="checkbox"/> WLG 36X60	<input type="checkbox"/> WLG 50X60

Sheet Index

COVER SHEET / ORDER FORM
ELEVATION VIEWS
STRUCTURAL FRAME
COLUMN LAYOUT

See website for multi-rib roof color choices and wood stain choices.
www.poligon.com

SHELTER MODEL:
WOOD RECTANGLE
WLG

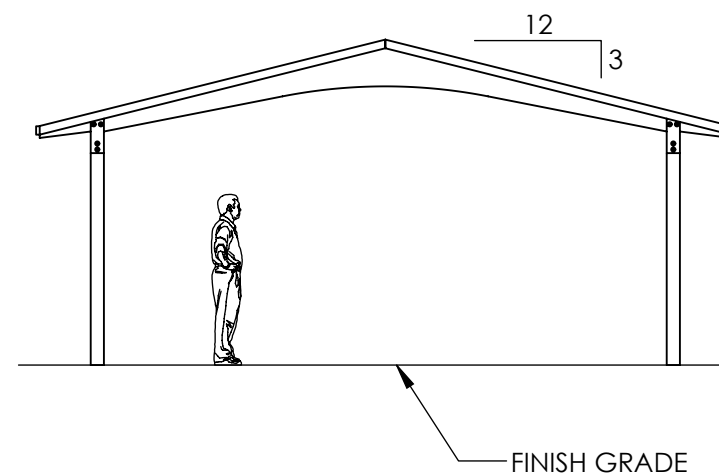
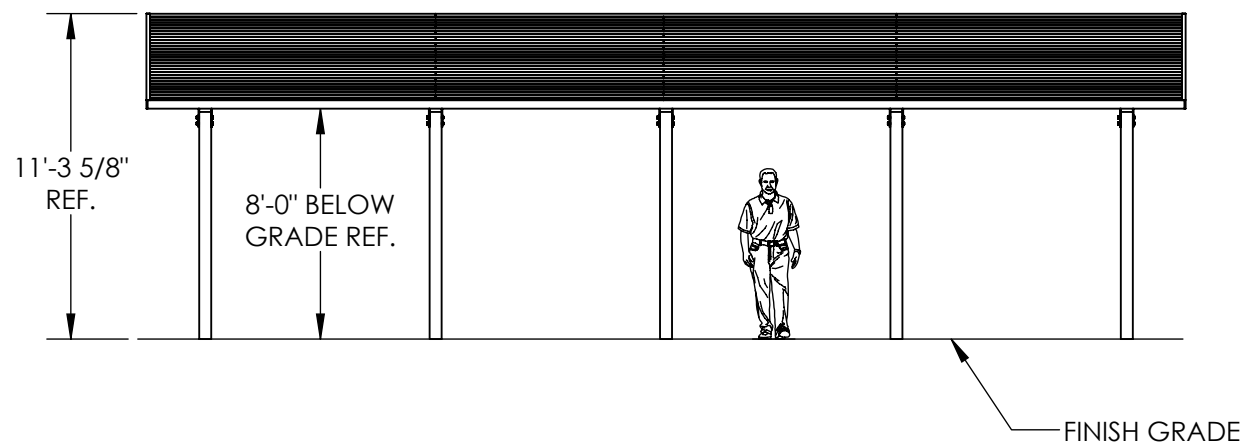
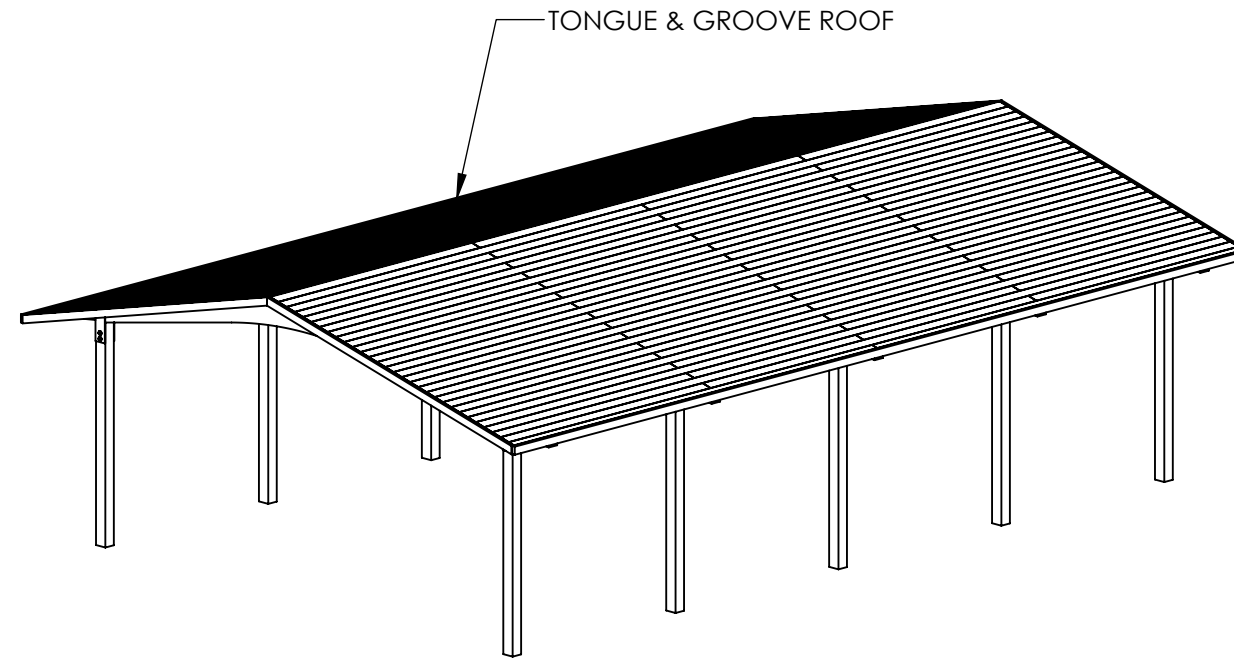
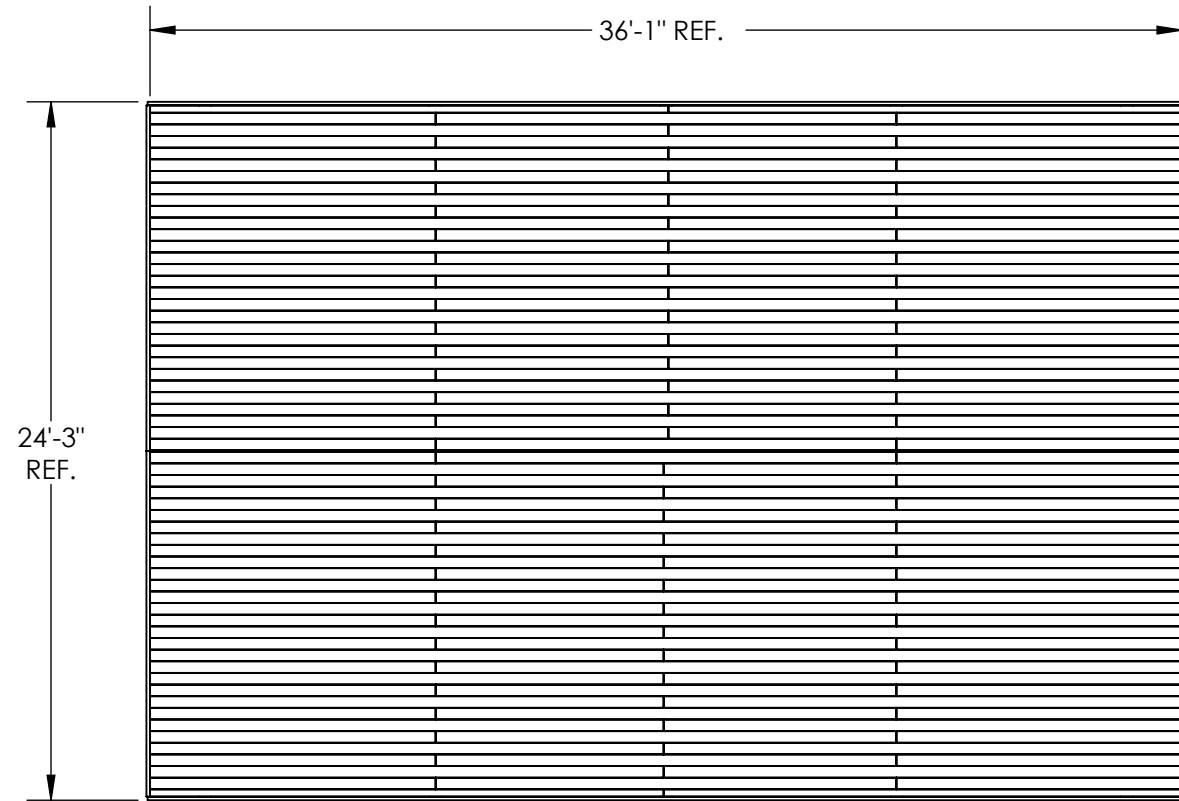
SCALE: 1:40 REV LEVEL: A DATE: 9/1/2011

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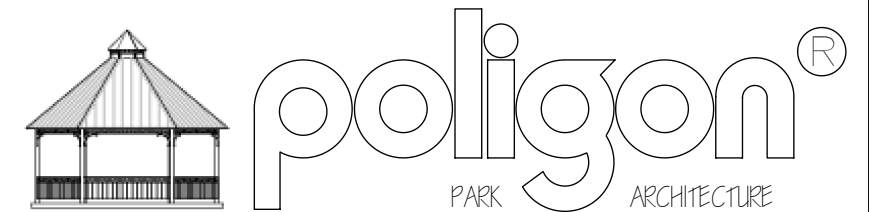
SHEET
COVER SHEET

NOTE: THIS IS A
 PLANNING LEVEL DRAWING.
 THE STRUCTURE SHOWN IS SUBJECT TO
 ON-GOING DESIGN REVIEW AND
 UPDATE. EXPECT SOME CHANGES
 TO MATERIAL SIZES AND GENERAL
 DIMENSIONS. ONLY USE DRAWINGS
 PROVIDED WITH ENGINEERED
 STRUCTURES FOR CONSTRUCTION.



THIS SHELTER PROVIDES 864 SQ. FT. OF SHADE.

SHELTER MODEL: WOOD RECTANGLE 24X36 WLG 24X36		
SCALE: 1:80	REV LEVEL: A	DATE: 9/1/2011



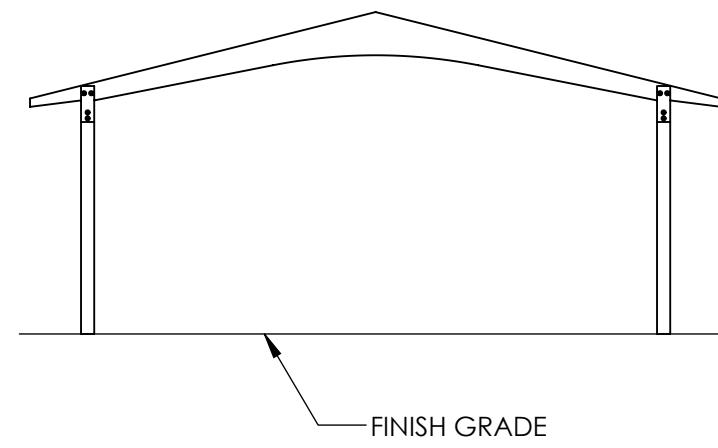
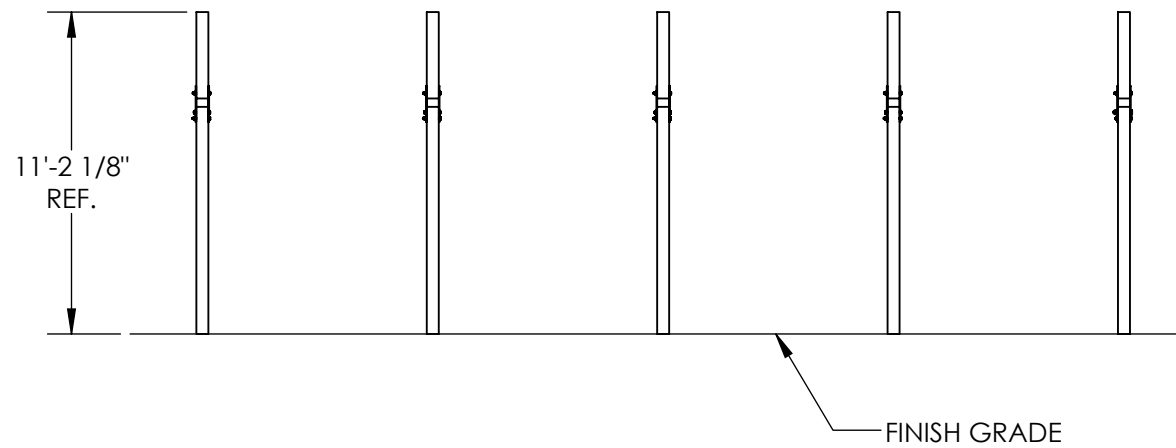
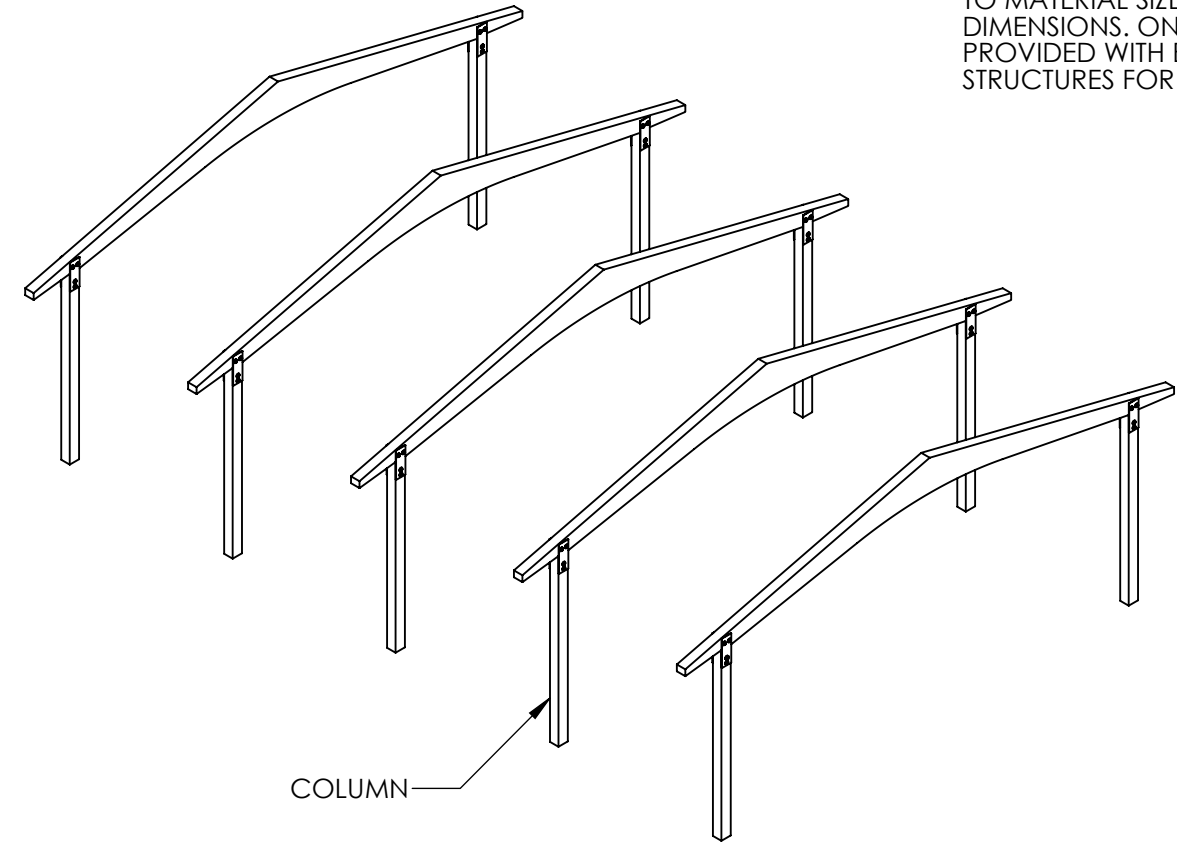
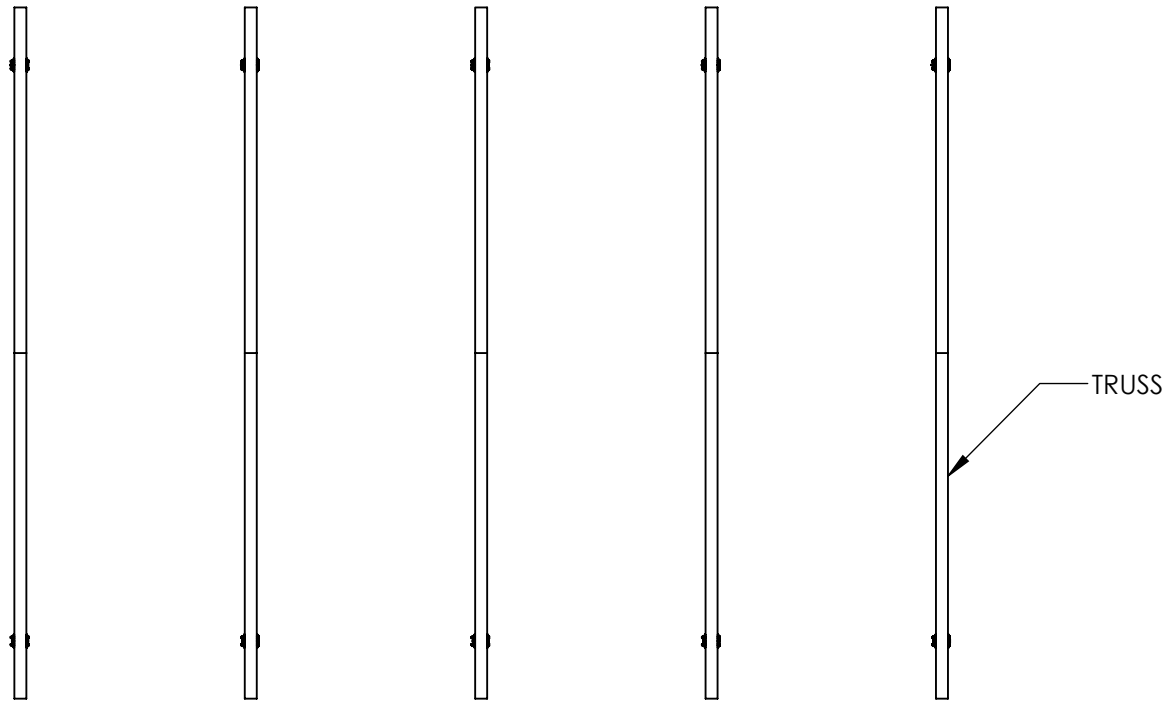
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SHEET
ELEVATION VIEWS

NOTE: THIS IS A
PLANNING LEVEL DRAWING.

THE STRUCTURE SHOWN IS SUBJECT TO
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TO MATERIAL SIZES AND GENERAL
DIMENSIONS. ONLY USE DRAWINGS
PROVIDED WITH ENGINEERED
STRUCTURES FOR CONSTRUCTION.



SHELTER MODEL: WOOD RECTANGLE 24X36 WLG-24X36		
SCALE: 1:80	REV LEVEL: A	DATE: 9/1/2011



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SHEET
FRAME VIEWS

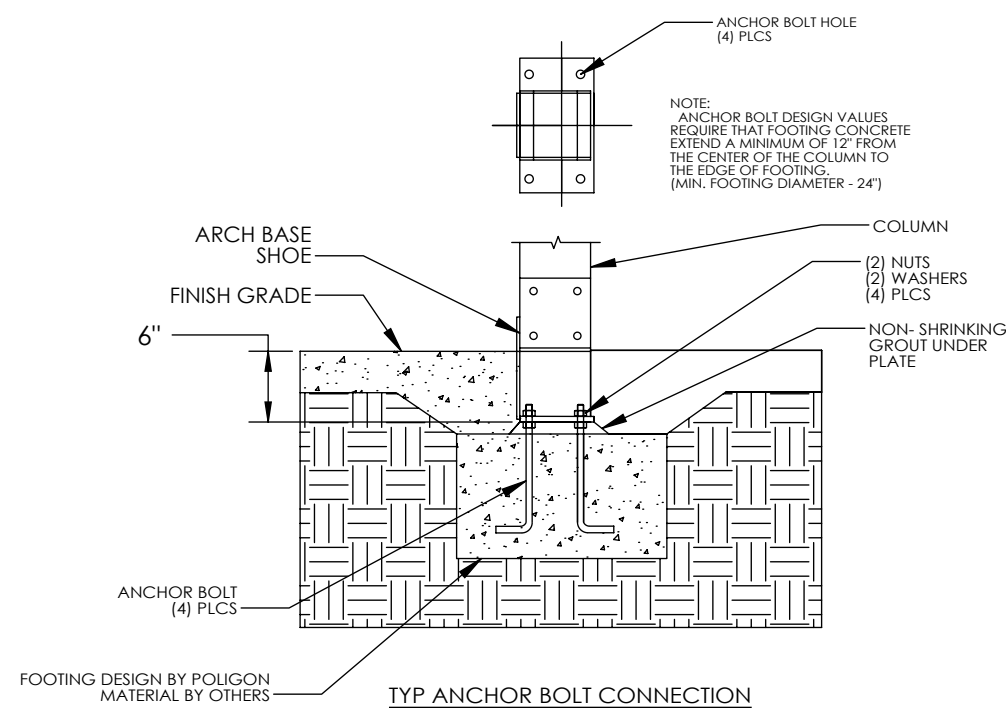
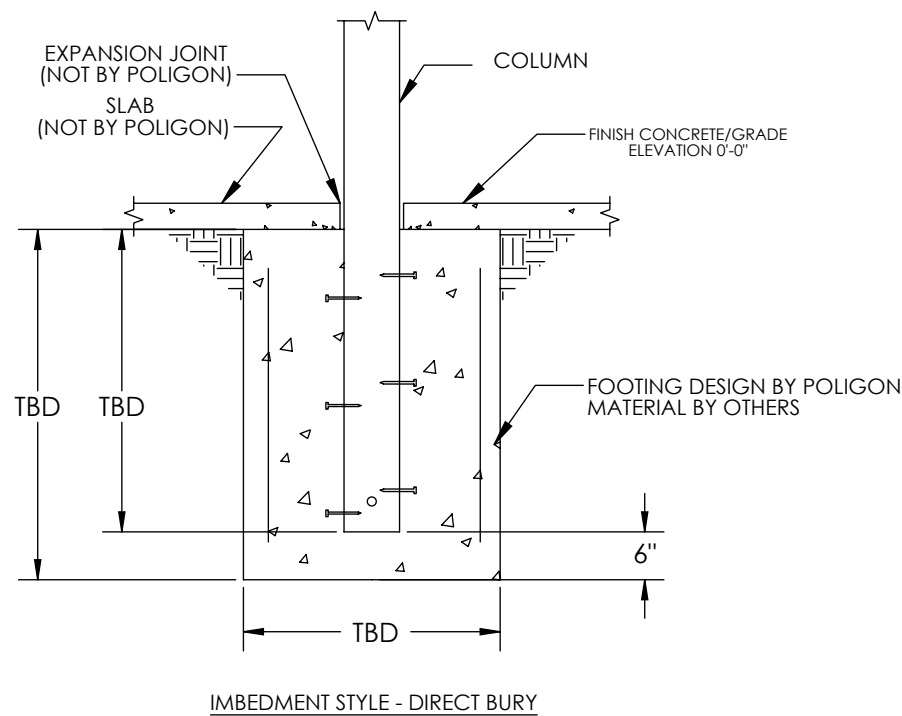
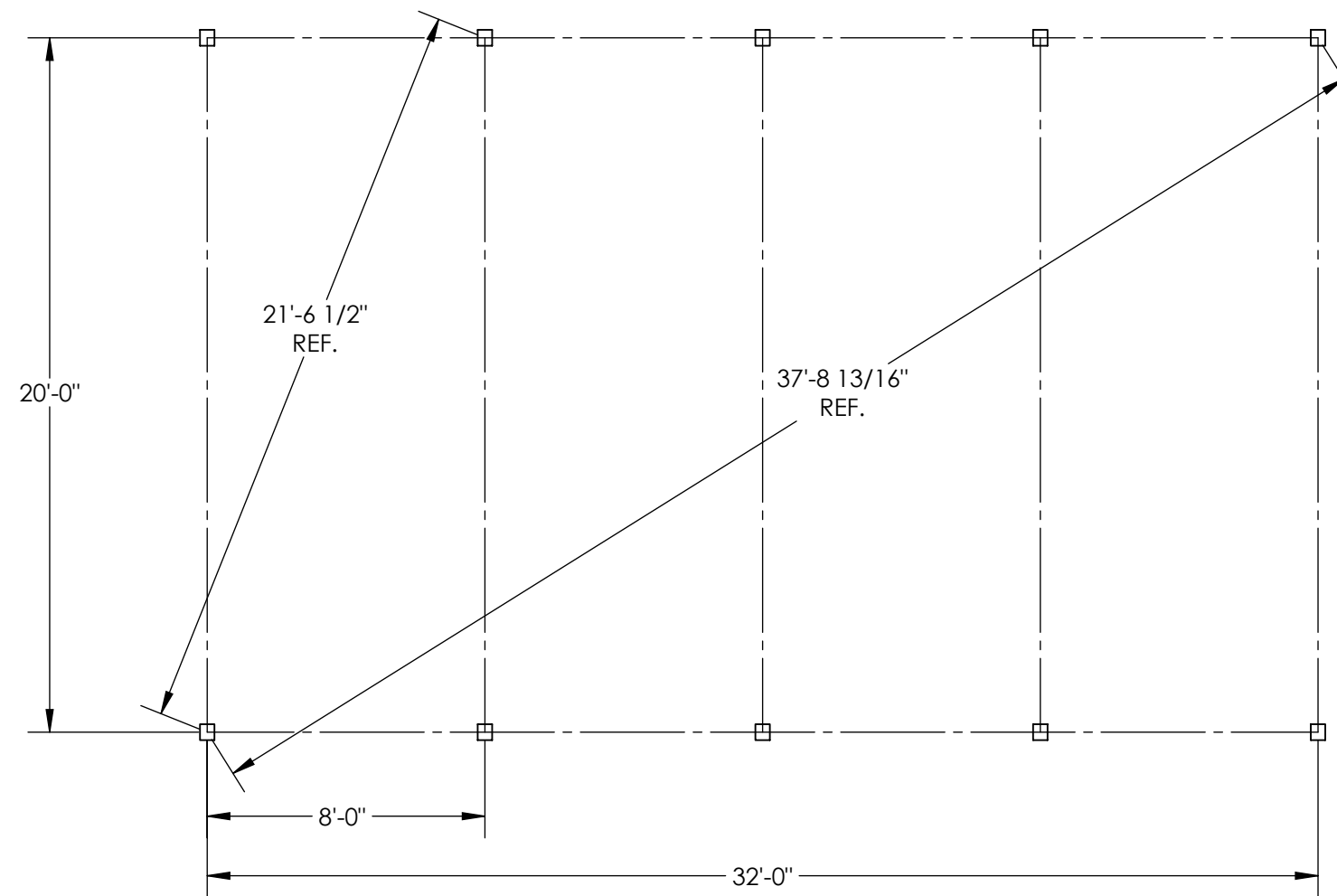
NOTE: THIS IS A
PLANNING LEVEL DRAWING.

THE STRUCTURE SHOWN IS SUBJECT TO ON-GOING DESIGN REVIEW AND UPDATE. EXPECT SOME CHANGES TO MATERIAL SIZES AND GENERAL DIMENSIONS. ONLY USE DRAWINGS PROVIDED WITH ENGINEERED STRUCTURES FOR CONSTRUCTION.

REFER TO ANCHOR AND FOOTING DOWNLOAD SHEETS FOR GENERAL INFORMATION ON BOTH ANCHOR ATTACHMENT AND TYPICAL FOOTING TYPES. ANCHOR ATTACHMENT AND FOOTING DESIGNS ARE SITE AND SITUATION SPECIFIC AND ARE INTEGRAL TO THE FINAL SHELTER DESIGN.

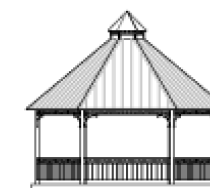
DO NOT POUR FOOTING OR INSTALL ANCHOR BOLTS WITHOUT JOB SPECIFIC ANCHOR AND FOOTING DESIGN DRAWINGS.

ALL POLIGON COLUMN ANCHORING SYSTEMS ARE OSHA COMPLIANT.



SHELTER MODEL:
WOOD RECTANGLE 24X36
WLG-24X36

SCALE: 1:60	REV LEVEL: A	DATE: 9/1/2011
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SHEET
COLUMN LAYOUT

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: March 10, 2015

To: Honorable Board of Directors

From: Tree Committee

Via: General Manager

Subject: APPROVAL OF RECOMMENDED AMENDMENTS TO POLICY NO. 3080 PARKWAY AND ROSSMOOR MEDIAN TREE MAINTENANCE

RECOMMENDATION:

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

BACKGROUND:

The Tree Committee met on February 25, 2015 to discuss amendments to Policy No. 3080 and to set violation penalties for illegal trimming of parkway and median trees. Attached is information regarding the practices and penalties of regional jurisdictions. While many jurisdictions have penalties for illegal tree trimming and/or removal, most only have provisions for citations and misdemeanors. The proposed attached penalties and fees were deemed by the Committee to be reasonable and appropriate for the purpose of curtailing illegal tree removal and/or trimming.

As you may recall, the Board previously dealt with an illegal tree removal through an exhaustive court action. The District successfully prevailed with a judgment which established precedence for enforcing future violations of this illegal act. The Committee is now desirous of codifying prohibitions against illegal tree removal and extending policy provisions for illegal tree trimming, as well.

The Committee voted 2-0 to recommend that the Board approve the proposed policy changes to Policy No. 3080. These amendments have been drafted and vetted by General Counsel. Policy No. 3080 as currently written imposes criminal (misdemeanor) penalties for

damage to parkway trees and includes cost recovery provisions to compensate the District. Approval for first reading of the amended policy and proposed first reading of the ordinance is agendaized further in Agenda Item G-2.

Should the Board wish to impose administrative penalties for violations of Policy No. 3080 (as recommended by the Tree Committee) or any other District policy, staff will return at a future meeting with a proposed administrative remedies ordinance and policy.

ATTACHMENTS:

1. Policy No. 3080 Parkway and Rossmoor Median Tree Maintenance.
 - a. Current
 - b. Redline
2. Proposed Penalties and Fees.
3. Draft Ordinance 2015-02

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Rossmoor Community Services District

Policy

No. 3080

**PARKWAY AND ROSSMOOR WAY MEDIAN TREE
MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3080.41 Valid reasons for removing trees:

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

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

3080.42 Non-valid reasons for removing trees:

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

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

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

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

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

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

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

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

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

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

3080.80 Enforcement of Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Rossmoor Community Services District

Policy

No. 3080

PARKWAY AND ROSSMOOR WAY MEDIAN TREE MAINTENANCE

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

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

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

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

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

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

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

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

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- An unauthorized tree of the wrong species for its location
- Hardscape (sidewalks, curbs, driveways etc.) damage that requires repairs and if such repairs cannot be made without causing severe root damage that renders the tree structurally unsound.
- If in order to repair or replace a lateral sewer line, it is necessary to remove significant tree roots that would undermine the structural integrity of a tree. This need must be demonstrated to the District by the homeowner through video evidence of the location and extent of damage to the sewer lateral. During excavation, the sewer line must be exposed and be available to the District for a visual inspection to determine the need for the tree removal.
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- Any reason deemed by the General Manager to be in the best interests of the District and/or homeowner/resident.

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- Nuisances, such as dropping leaves, root ridges in lawn, messy fruit, berries or flowers, etc.
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3080.60 Tree Protection: Unauthorized removal ~~of or homeowner/resident caused~~ damage ~~of to~~ a parkway tree is a misdemeanor ~~subject to penalties~~. In addition, the ~~homeowner responsible person~~ will be required to pay to the District the International Society of Arboriculture (ISA) value of the removed tree based on the ISA trunk formula method and the cost of a replacement tree in a 24-inch box.

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

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National Pollution Discharge Elimination System (NPDES) permit program as established and administered by the County of Orange or other applicable state or regulatory body.

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

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

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

- (1) ~~(1) Send the Resident Person a Notice/Demand Letter. T~~ Along with the option of prosecuting residents for misdemeanors, the District General Manager or his or her designee shall ~~may~~ notify residents any person that their his or her actions are in violation of this policy e District's regulations and may provide them that person with the opportunity to correct the violation and/or pay the expenses and damages the District incurred in correcting the violation. A demand for such payment could may shall be in the form of a notice/demand letter which sets forth the violation and the amount due and owing. In regard to correcting the violation, the District may take the initiative to correct the violation, such as replanting a parkway tree and also take the

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

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

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

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

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

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

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

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

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

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

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

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

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REDLINE

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

AGENDA ITEM C-1

RCSD TREE POLICY VIOLATION PENALTY RECOMMENDATIONS TO TREE COMMITTEE:

Based on the examples set forth by tree policies of other California cities, the RCSD recommends that in addition to the Civil Penalties portion of the Tree Policy, including revisions recommended by attorney, the following Administrative Remedies Ordinance also be implemented for Tree Policy violations:

SIGNIFICANT ALTERATION OF TREE IN PRUNING OF CANOPY OR ROOTS:

- **First Violation - Warning Letter**
- **Second Violation - \$100 fine**
- **Third Violation - \$500 fine**
- **Fourth Violation - Will result in a misdemeanor**

REMOVAL:

- **When a tree is illegally removed or damaged to a degree that survival is not expected, the fine shall be the value of the tree, plus cost of replacement planting a new 24' box tree.**

Attachments:

1. **RCSD Parkway and Rossmoor Way Median Tree Maintenance Policy No. 3080 with revisions made by attorney for review by Tree Committee**
2. **Administrative Tree Violation Penalties for Cities in California**

**DRAFT
ORDINANCE NO. 2015-02**

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

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

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

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

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

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

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

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

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

SECTION 2. Severability.

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

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

SECTION 3. Compliance with California Environmental Quality Act

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

SECTION 4. Effective Date.

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

SECTION 5. Publication.

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

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

President Bill Kahlert
Rossmoor Community Services District Board of Directors

Attested:

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-3

Date: March 10, 2015
To: Honorable Board of Directors
From: Parks & Facilities Committee
Via: General Manager
Subject: APPROVAL OF A COOPERATIVE PROGRAMMING AGREEMENT FOR THE SUMMER YOUTH DAY CAMP PROGRAM AND PROPOSED AFTER SCHOOL PROGRAM WITH THE YOUTH CENTER

RECOMMENDATION:

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

BACKGROUND:

The Parks & Facilities Committee met on February 25, 2015 to discuss a proposed Cooperative Programming Agreement with the Youth Center for the Rossmoor Park Summer Day Program. The District has a long standing partnership with the Youth Center for the annual summer program. This year, the CPA includes a proposed After School Program also staffed by the Youth Center. The attached staff report provides additional background on the history and programming of the Summer Day Program and the proposed After School Program.

Board policy requires that partnerships or joint use arrangements approved by the Board be formalized into a written agreement which covers the terms and conditions of the partnership or joint use, as well as, the responsibilities of the respective parties. The attached CPA provides the details of this year's programs as negotiated by the parties.

The Committee voted 2-0 to recommend that the Board approve the proposed Cooperative Programming Agreement. Pending Board

approval of the CPA, Agenda Item H-3 further in this Agenda provides additional background about the program and also requests Board approval to authorize the General Manager to execute the Cooperative Programming Agreement on behalf of the District.

ATTACHMENTS:

1. Cooperative Programming Agreement with the Youth Center.
2. Memorandum date February 17, 2015 re: Youth Center—Cooperative Programming Agreement—Day Camp and After School Programs.

COOPERATIVE PROGRAMMING AGREEMENT
BETWEEN
ROSSMOOR COMMUNITY SERVICES DISTRICT AND
LOS ALAMITOS YOUTH CENTER

This Agreement (“Agreement”) is made and entered into this day of _____ by and between Rossmoor Community Services District (“District”), and Los Alamitos Youth Center (“Youth Center”), a non-profit organization. The District and Youth Center are sometimes referred to in this Agreement, each individually as a “Party,” or collectively, as the “Parties.”

RECITALS

WHEREAS, the Rossmoor Community Services District owns the property located at 3232 Hedwig Road, Rossmoor (“Community Center”);

WHEREAS, The parties hereto desire to make available to the residents of Rossmoor and other individuals a Rossmoor Park Summer Day Camp program and After School Program in an economical and efficient manner;

WHEREAS, The Youth Center has operated the Day Camp at the Rossmoor Park Community Center since 1988;

WHEREAS, The District and Youth Center have the mutual interest in providing the Rossmoor Park Summer Day Camp and After School Program at the Rossmoor Park Community Center;

NOW, THEREFORE, DISTRICT AND YOUTH CENTER AGREE AS FOLLOWS:

1. THE PROGRAM

1.1 The Rossmoor Park Summer Day Camp and After School Program (collectively, the “Joint Program”) shall be coordinated jointly by the Recreation Department of the District and the Youth Center.

2. AGREEMENT

2.1 District grants the Youth Center a non-exclusive license (“License”) to utilize the Community Center, and Community Center patio, kitchen, and Picnic Site C (“Premises”) for its summer day camp program for the term of the License. The District also grants the use of the

Community Center and Community Center patio (“Premises”) by use of the Youth Center for its After School Program for the term of the License. Youth Center’s license shall be used in accordance with the Scope of Services indicated on Exhibit A, attached hereto and incorporated by this reference and the terms and conditions set forth herein below. Youth Center shall not use the Premises in any manner contrary to the terms of this Agreement without District’s prior written consent.

2.2 No Leasehold. No legal title or leasehold interest in the Premises is created or vested in Youth Center by the grant of this License.

3. FEE WAIVIER

3.1 District grants use on a co-sponsorship basis waiving all fees associated with use of the Community Center and kitchen during the hours depicted in Schedule of Use indicated on Exhibit B, attached hereto and incorporated by this reference.

4. TERM & TERMINATION

4.1 The operating term of this License shall be from _____ to _____. This term shall automatically renew each year for a period of three (3) years. This Agreement, and the License granted hereunder, may be terminated by District at any time upon giving 90 days written notice to Youth Center. Youth Center may terminate this Agreement upon giving 90 days written notice to District. This Agreement, and the License granted hereunder, are not transferable or assignable by Youth Center to any other person or entity without the prior written consent of District.

4.2 This Agreement, and the License granted hereunder, may be terminated by the District immediately based upon a breach by Youth Center of any of the terms and conditions of this Agreement.

5. MUTUAL RESPONSIBILITIES

5.1 Approval of the Joint Program between the District and the Youth Center shall be by mutual agreement of the District and the Youth Center.

- 5.2 The District and Youth Center shall each be responsible for the ongoing maintenance and upkeep of their respective facilities used for the Joint Program.

6. USE OF PREMISES

- 6.1 Schedule of Use. Youth Center shall comply with the Schedule of Use. District reserves the right to use, sublease, or license the Premises to third parties. Youth Center is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the District and agrees to indemnify and hold District harmless for any such changes to the Schedule of Use.
- 6.2 No Unlawful Uses. Youth Center shall only be permitted to use the Premises for day camp and after school activities and programs and Youth Center agrees not to use the Premises for any immoral or unlawful purpose.
- 6.3 Preservation of Insurance. Youth Center shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.
- 6.4 Vacating Premises. On or before the effective date of termination of this License, Youth Center shall vacate the Premises, remove all of Youth Center's personal property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of District.
- 6.5 No Waste or Nuisance. Youth Center shall not commit any waste or any public or private nuisance upon the Premises.
- 6.6 Legal Compliance. Youth Center shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use the Premises.
- 6.7 Water Preservation. Youth Center shall make every effort to conserve water use in times of drought.
- 6.8 Appropriate Attire. Youth Center shall maintain appropriate dress code for providing Recreation activities.

7. HOURS OF USE

- 7.1 Youth Center agrees to use the facility in accordance with Schedule of Use.
- 7.2 Requests for additional hours of use for staff trainings/activities may be granted with written approval from the District within 30 days of scheduled of scheduled event.

8. RESPONSIBILITY OF THE DISTRICT: The responsibility of the District shall be as follows:

- 8.1 The District agrees to bear the financial cost of maintaining the facility
- 8.2 The District shall be responsible for paying costs of utilities and janitorial services for the Premises.
- 8.3 The District agrees to repair, or schedule repair for the cost of repairing damage to the Facility during period of use by the Youth Center, where such damage may be attributed to ordinary or reasonable use of the facility.
- 8.4 District agrees to provide carpet cleaning supplies for Youth Center's utilization
- 8.5 District agrees to review proposed monthly calendar of activities submitted by Youth Center After School program staff
- 8.6 District agrees to review monthly program evaluations submitted by the Youth Center to determine if responsibilities of the Youth Center are met as outlined in Agreement.
- 8.7 The District agrees to cooperate with the Youth Center in the distribution of informational materials about Joint Programs.
- 8.8 District agrees to coordinate a dumpster rental for the last day of Day Camp for Youth Center to dispose of additional trash items.

9. RESPONSIBILITY OF THE YOUTH CENTER: The responsibility of the Youth Center shall be as follows:

- 9.1 Youth Center agrees to provide staffing for day camp and after school activities and programs and pay all costs associated with employment of staff. A minimum of two staff shall be provided and compensated daily for the After School program. A minimum ratio of one staff for every ten children shall be required for Day Camp.
- 9.2 Youth Center agrees to clean facility and patio areas daily or as needed as outlined in Attachment C Scope of Services.
- 9.3 Youth Center agrees to provide the District with a proposed after school program activity calendar by the 15th of every month
- 9.4 Operate the Facility during posted hours of operation.
- 9.5 On a monthly basis, the Youth Center agrees to provide the District with a monthly summary of activities and programs offered the previous calendar month including number of attendees.
- 9.6 Youth Center agrees to adopt the principles of a sound risk management program. Whenever possible, risk shall be avoided. All Youth Center officers, and employees exercising rights granted by this License on behalf of Youth Center or pursuant to this License shall have background checks, and CPR/AED certified at the sole expense of Youth Center.
- 9.7 Youth Center agrees to properly train and supervise staff and volunteers and pay for any additional off-site Recreation trainings that would benefit staff and/or volunteers.
- 9.8 The Youth Center agrees, at their sole cost and expense, to repair any damage that occurs to the Facility during period of use by the Youth Center, except where such damage may be attributed to ordinary or reasonable use of the facility.
- 9.9 Youth Center agrees to defend, indemnify and hold the District harmless as more fully set forth in Section 10, below.

10. INDEMNITY

10.1 Youth Center shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with the Festival and/or Youth Center's use of District property hereunder or Youth Center's failure to comply with any of its obligations continued in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find Youth Center's legal counsel unacceptable, then Youth Center shall reimburse the District its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Youth Center shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

10.2 The requirements as to the types and limits of insurance coverage to be maintained by Youth Center as required by Section 11, below and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Youth Center pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INSURANCE

Youth Center, at its own expense, shall obtain and maintain in effect at all times during the term of this License the following insurance policies:

11.1 Workers Compensations Insurance as required by law. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the District, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 11.2 Commercial or Comprehensive General Liability Coverage. The Youth Center shall maintain commercial or comprehensive general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 11.3 Automobile Liability Coverage. The Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 11.4 Endorsements. Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by District, and shall be endorsed as follows. Youth Center also agrees to require all contractors, and subcontractors to do likewise.
- 11.4.1 "The District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the Youth Center."
- 11.5 This policy shall be considered primary insurance as respects the District, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with this policy.
- 11.6 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- 11.7 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.
- 11.8 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected or appointed officers, officials, employees, agents, or volunteers.
- 11.9 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the District.
- 11.10 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center and/or District arising out of the use of District property under this Agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.
 - 11.11 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, the Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - 11.12 The Youth Center shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.
 - 11.13 Failure on the part of the Youth Center to procure or maintain required insurance shall constitute a material breach of this Agreement under which the District may terminate this Agreement and the License pursuant to Section 4, above.

12. MISCELLANEOUS

- 12.1 Entire Agreement. This Agreement, dated _____ contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be

ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

12.2 Applicable Law. This License shall be governed and interpreted in accordance with the laws of the State of California.

12.3 No Brokers. Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this License.

12.4 Counterparts. This License may be executed in multiple counterparts each of which shall be deemed an original for all purposes.

12.5 The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

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

District: District Manager of RCSD
3001 Blume Drive
Rossmoor, CA 90720

Youth Center: Los Alamitos Youth Center
10909 Oak Street
Los Alamitos, CA 90720

Rossmoor Community Services District

By: _____

Name & title: _____

Los Alamitos Youth Center

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Tarquin Preziosi, General Counsel

Exhibit A: Scope Of Services

Use of Rossmoor Park for Youth Center's Summer Day Camp & After School Program

I. RECREATIONAL OFFERINGS

- A. The Youth Center staff shall be responsible for implementing planned Recreation activities with program participants while maintaining a safe play environment and promoting health and physical fitness.
- B. The ages for program participants shall be age five (5) to twelve (12). Volunteers must be age fourteen (14).
- C. The Youth Center may offer pre-planned drop-in activities for toddlers as part of their program offerings.

II. PREVENTATIVE MAINTENANCE

- A. The Youth Center shall be responsible for cleaning Community Room, kitchen and patio area daily as follows;
 - Cover picnic tables daily
 - No food or drink allowed inside Community Room
 - Trash pick-up hourly or as needed
 - Vacuum daily
 - Windex windows/doors daily
 - Empty trash daily
 - Clean kitchen daily
- B. It is required restrooms are cleaned daily and deep cleaned on Fridays
- C. Fridays the patio area shall be hosed down
- D. Following the conclusion of Day Camp, the Youth Center agrees to schedule and pay for the patio area to be pressure washed and the carpet professionally cleaned.

III. ELECTRONIC DEVICES

- A. The Youth Center shall implement appropriate electronic device policies for employees and to use sound judgment

Exhibit B: Schedule of Use

Use of Rossmoor Park for Youth Center's Summer Day Camp & After School Program

I. HOURS OF USE—SUMMER DAY CAMP

- A. The Youth Center will have use of the Rossmoor Park Community Room (Community Room) for up to 11 weeks of the summer from 7:00am to 7:00pm. Setup may begin up to 5 days prior to the commencement of Summer Day Camp.
- B. The Youth Center will utilize the Community Room on a Saturday for their annual staff training not to conflict with the Annual LAGSL Tournament.
- C. On the 3rd Tuesday of each month, the Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowner's Association's regularly scheduled Board meetings
- D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.
- E. Youth Center will utilize inside facility from 7:00AM to 9:00AM and 5:00PM to 7:00PM daily. An additional 1 ½ to 2 hours of use will be jointly agreed to by Youth Center Directors and RCSD staff prior to commencement of Day Camp.

II. HOURS OF USE—AFTER SCHOOL PROGRAM

- A. The Youth Center will have use of the Community Room to coincide with the Los Alamitos Unified School District (LAUSD) Elementary School schedule.
- B. Program must be adapted to open early on Minimum days and conclude by 6:00pm Monday thru Friday
- C. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.

ATTACHMENT A**ROSSMOOR COMMUNITY SERVICES DISTRICT****Cooperative Programming Agreement—Los Alamitos Youth Center**

DATE: February 17, 2015

SUBJECT: Youth Center—Cooperative Programming Agreement—Day Camp and After School Programs

FROM: Emily Gingras, Recreation Superintendent

TO: Jim Ruth, General Manager

PURPOSE:

To submit a Cooperative Program Agreement between the District and the Youth Center that outlines roles and responsibilities for each party for the co-sponsorship of programs and use of the Rossmoor Park Community Center and kitchen.

BACKGROUND:

For over 25 years, the District has cosponsored the Rossmoor Park Summer Day Camp, allowing the Youth Center use of the Community Center and kitchen at no cost. Because it is the District's mission to provide parks and recreation services, the collaboration allows the District to provide such services without the undertaking of annual program planning, staff hiring and training, etc. The Youth Center provides reasonably priced, quality programs to the community and also offers financial support in scholarships or fee reductions.

Additionally, during the school year, the Youth Center operates an afterschool program at 10909 Oak Way in Los Alamitos (next to Oak Middle School and the City of Los Alamitos Recreation Department). The program is free to all participants. The Youth Center is a non-profit organization that relies solely on donations and grants to fund their program.

With the increasing popularity and so many dual-working households, the Youth Center's Rossmoor Park Summer Day Camp program is enrolling a record number of participants each summer. The Rossmoor Park Community Center has also seen a dramatic increase in the number of youth utilizing recreation equipment after school. Since 2012, the District and Youth Center have received a total of \$4,650 of grant funds from the Run Seal Beach Grant Committee for purchase of recreation equipment. Equipment purchased includes a ping pong table, foosball table and air hockey table, sports equipment, table games and toddler activities. The equipment is shared by the Rossmoor Park Summer Day Camp and made available to the public for use Monday thru Friday.

Since the purchase of the equipment, youth began utilizing the community center daily. On average, 15 school aged children would play ping pong or rent tennis rackets, baseballs and/or basketballs weekdays after school during staff availability.

SUMMARY:

With the growing number of youth utilizing the Rossmoor Park Community Center, District staff feels there is a need to provide structured after school care to the youth within the community. This would be possible by entering into a co-sponsorship with the Youth Center as an extension of the District's current Day Camp co-sponsorship arrangement.

Allowing a fee waiver for use of the facility would not conflict with any current facility reservations. In fact, staff reports there have been no facility reservations prior to 6:00pm on a weekday in the last several years.

Staff has also created a Cooperative Programming Agreement that would encompass both the Day Camp and the proposed After School Program. The Agreement outlines roles and responsibilities of both the District and the Youth Center. The Agreement includes insurance requirements, financial responsibilities in the event the facility is damaged, water conservation requirements, use of the facility, maintenance responsibilities, etc. The Agreement has been reviewed by the District's General Counsel, who has no issues with the attached agreement.

The Youth Center provides a popular After School Program to nearly 150 youth ranging in age from (7) to (17) on a daily basis. Because of the large number of elementary schools within Rossmoor and the need to offer programs to younger youth, Recreation staff and Youth Center staff have discussed allowing after school participants as young as (5) at Rossmoor Park. The proposed program would range in hours depending on the LAUSD calendar, but would most likely be from 2:30pm (1:30 on Wednesdays for half-day schedule) to 5:30pm or 6:00pm.

Because the Youth Center's Mission is to transform *lives one child at a time* through collaborative social, educational and recreational programs, Youth Center staff is excited to offer an expansion of their afterschool program services within the community of Rossmoor. Additionally, the Youth Center would provide and compensate (2) staff for the program.

It is the District's and Youth Center's goal to aim for a collaboration that would begin in the fall as the elementary schools open from summer break closures.

ADDITIONAL INFORMATION:

The elementary schools in Rossmoor offer children the ability to enroll in Kid's Korner at somewhat of a high cost to participants. The only other option for

free child care is the existing Youth Center. However, transportation from Elementary schools located within Rossmoor to the Youth Center is a challenge. Most parents do not allow their children to walk from Lee, Weaver or Rossmoor schools to the Youth Center. The majority of children attending the Youth Center's After School Program are Oak Middle School students or are dropped off by their parents. Youth that are currently utilizing the Rossmoor Park amenities have informed staff their parents do not allow them to walk to the Youth Center.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-4

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: NOTIFICATION (FROM CALTRANS) OF THE PREFERRED ALTERNATIVE 3 (TOLL LANES) FOR THE I-405 IMPROVEMENT PROJECT

RECOMMENDATION:

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

BACKGROUND:

As anticipated, the Caltrans Project Development Team (PTD) has selected Alternative 3 as the Preferred Alternative (PD). This alternative proposes the building of an additional General Purpose lane plus one tolled Express lane in each direction. Also, the new Express lane and the existing High Occupancy lane would be managed as two Express lanes jointly as a tolled Express facility.

This action by the PDT is contrary to the action taken by the Orange County Transportation Authority (OCTA) to recommend Alternative 1 with no tolled lanes. This decision was primarily based on two reasons: 1. General opposition to toll lanes by local agencies along the I-405 corridor and 2. Insufficient funding identified for Alternatives 2 and 3.

The remaining step to make the Alternative 3 decision final is the completion of the Environmental Impact Statement (EIS) by Caltrans. Attached is a letter from Caltrans asking if the District, as a participating/cooperating wishes to be involved during the preparation of the final EIS.

ATTACHMENTS:

1. Letter from Caltrans dated February 19, 2015 re: Notification of Preferred Alternative (3) for the I-405 Improvement Project

DEPARTMENT OF TRANSPORTATION

DISTRICT 12
3347 MICHELSON DRIVE
SUITE 100
IRVINE, CA 92612-1692
PHONE (949) 724-2245
FAX (949) 724-2256
TTY 711
www.dot.ca.gov/dist12



*Flex your power!
Be energy efficient!*

February 19, 2015

Rossmoor Community Services District
Attn: Bill Kahlert, President
3001 Blume Drive
Rossmoor, CA 90720

Subject: Notification of the Preferred Alternative (PA) for the Interstate 405 (I-405) Improvement Project

Dear Mr. Kahlert,

Effective October 1, 2012, the Federal Highway Administration (FHWA) assigned, and the California Department of Transportation (Caltrans) assumed, all the United States Department of Transportation (USDOT) Secretary's responsibilities under the National Environmental Policy Act (NEPA) pursuant to 23 USC 327(a)(2)(A). Caltrans assumed all of FHWA's responsibilities under NEPA for projects on California's State Highway System (SHS) and for federal-aid local streets and roads projects under FHWA's Surface Transportation Project Delivery Program. Caltrans also assumed all of FHWA's responsibilities for environmental coordination and consultation under other federal environmental laws pertaining to the review or approval of projects under NEPA Assignment. For the purposes of carrying out the responsibilities assumed under NEPA Assignment, Caltrans is deemed to be acting as FHWA with respect to the environmental review, consultation, and other actions required under those responsibilities.

Caltrans, as the lead agency, in coordination with the Orange County Transportation Authority (OCTA) as the funding agency and the Army Corps of Engineers (ACOE) as cooperating agency, is in the process of producing a joint Final Environmental Impact Report/ Environmental Impact Statement (EIR/EIS) for the Interstate 405 (I-405) Improvement Project (approximately 16 miles long) in Orange and Los Angeles Counties, California, between State Route (SR) 73 and I-605.

In accordance with the Efficient Environment Review Process codified at 23 USC 139, Caltrans is notifying your agency that the Preferred Alternative (PA) identified by the Project Development Team (PDT) on July 24, 2014 was Alternative 3 which proposes to add one GP lane plus one tolled Express lane in each direction, such that this tolled Express lane and the existing HOV lane would be managed

"Caltrans improves mobility across California"

jointly as a tolled Express Facility. The two other Build Alternatives under consideration were Alternative 1 which proposed to add one GP lane in each direction and Alternative 2 which proposed to add two GP lanes in each direction.

This PA identification was made after considering all information in the Draft EIS/EIR, Supplemental Draft EIS/EIR, and technical studies. It was also based on extensive input from the internal PDT members, public, stakeholders, interested citizens, cooperating agency (ACOE), federal, state, regional, and local agencies during the project development process. Extensive public outreach/ coordination resulted in comments from the public and agencies; all comments have been carefully considered during the PA process. Consideration was given to all issues raised, including the complexity of the project, shortage of funding, public concerns, project purpose and need, as well as project's environmental/ economic/ social impacts. The PDT used the following evaluation criteria:

- Reduce congestion on GP/HOV lanes
- Enhance & optimize Operations
- Increase Mobility
- Improve trip reliability
- Maximize throughput
- Minimize environmental impacts and ROW acquisition
- Address Peak-period traffic demand that exceeds capacity in GP & HOV lanes
- Address mainline operational & geometric deficiencies
- Address interchange deficiencies
- Address limitations in technological infrastructure

All three Build Alternatives would meet the project's purpose and need by reducing congestion; enhancing operations; increasing mobility; improving trip reliability, maximizing throughput, and optimizing operations; and by minimizing environmental impacts and right of way acquisitions. The No Build Alternative would not meet the project purpose and need but serves as a baseline against which to compare the Build Alternatives.

The three Build Alternatives would generally have similar social and economic impacts with Alternative 3's impacts being slightly more than Alternative 2 and Alternative 2's being slightly more than Alternative 1's impacts. The avoidance, minimization, and mitigation measures would also be generally similar for most resource areas.

During the PA identification process, it was noted that the cities within the corridor had general opposition towards tolling and supported adding one General Purpose (GP) lane. As a result, the OCTA Board in 2012 and 2013 selected Alternative 1 as its preferred alternative.

The PDT concluded that although social and economic impacts, as noted above, were generally similar for all three Build Alternatives, people throughput; maximizing performance of existing system; trip reliability and long-term congestion relief were substantially different for the three build alternatives. Increased vehicle throughput for build alternatives, mobility for 2040 by peak hour throughput, average daily traffic, and travel-time savings for all Alternatives is given in the table below. It depicts that Alternative 3, the identified PA, is the most beneficial as compared to Alternative 1 and 2 and best fulfills the purpose and need of the project.

All Build Alternatives would result in operating improvements. However, Alternative 3 has lower travel times and higher travel speeds as compared to Alternatives 1 and 2. Also, Alternatives 1 and 2 have higher travel times and lower travel speeds due to less capacity. General purpose lanes will not deliver service life for the design year as demand exceeds capacity. But managed lanes can preserve mobility beyond the design year.

Although, the construction costs would be higher for Alternative 3 as compared to Alternatives 1 and 2, the revenue generation from toll collection, the operational benefits in the long run, and carpool encouragement would outweigh any increase in construction cost.

Due to all of the reasons mentioned above, the PDT reached a consensus and Alternative 3 was identified as the Preferred Alternative, the alternative to move forward for design and construction.

In accordance with the Efficient Environment Review Process codified at 23 USC 139, we inform the Rossmore Community Services District, as a participating/cooperating agency, about the PA for the I-405 Improvement Project. Our next major step in the NEPA Process will be to finalize the Final EIS and announce its proposed action to the public.

If you have any questions or would like to discuss the project or the agencies' respective roles and responsibilities during the preparation of the Final EIS, please contact me at (949) 724-2245.

Sincerely,



SMITA DESHPANDE
Chief

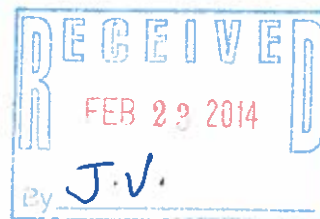


Table: Mobility by Alternatives (2040)

	No Build	Alt 1	Alt 2	Alt 3
Increased vehicle throughput	N/A	<ul style="list-style-type: none"> • 0% SR - 73 to Brookhurst Street • 20% between Brookhurst Street and SR-22 East; & • 13% between SR-22 East and I-605. 	<ul style="list-style-type: none"> • 0% SR - 73 to Brookhurst Street • 40% between Brookhurst Street and SR-22 East; & • 25% between SR-22 East and I 605. 	<ul style="list-style-type: none"> • 24% SR - 73 to Brookhurst Street • 50% between Brookhurst Street and SR-22 East; & • 23% between SR-22 East and I-605.
Peak Hour Throughput (potential, one direction)	6,000 vehicles per hour	7,200 vehicles per hour	8,400 vehicles per hour	9,500 vehicles per hour
Average Daily Traffic	324,000 – 489,000	334,000 – 499,000	344,000-509,00	348,000 – 503,000
Travel Time SR-73 to I-605 (Northbound, PM Peak Period)	133 min GP 121 min HOV	57 min GP 54 min HOV	28 min GP 27 min HOV	29 min GP 13 min Express

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-5

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: NOTIFICATION FROM SPECIAL DISTRICT RISK
MANAGEMENT AUTHORITY OF A LONGEVITY
DISTRIBUTION CREDIT (\$2,072)

RECOMMENDATION:

Receive report.

BACKGROUND:

The District has been a member agency of the Special District Risk Management Authority (SDRMA) for 27 years. The Agency provides property/liability insurance for the District in a pooled fund with its member agencies. Due to the District's record with SDRMA, a credit of \$2,072 will serve as an offset to the District's premiums.

ATTACHMENTS:

1. Letter from SDRMA dated February 19, 2015 re: Notification of a Longevity Distribution Credit.

February 19, 2015

Mr. Michael Maynard
President
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, California 90720-4638

Dear Mr. Maynard,

On January 8, 2015, the SDRMA Board of Directors approved a longevity distribution for the sixth year in a row. The Longevity Distribution Policy was adopted by the Board to recognize and reward members for their loyalty and commitment to SDRMA programs. The policy is consistent with the goals and objectives of the Board's strategic business plan and helps ensure pool stability by rewarding members for remaining in our Property/Liability and Workers' Compensation programs.

There is no action required by your agency. Every member that has completed the 3 full program year initial commitment period for either the Property/Liability or Workers' Compensation program is eligible to receive a longevity distribution credit for that particular program when they renew coverage. The longevity distribution may only be declared by the Board of Directors each year only after all Board policy reserve requirements have been met. The amount available for the longevity distribution is the amount of investment earnings on reserves above the Board approved confidence level for each program as of June 30. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.


This year, the Board approved a longevity distribution in the amount of \$819,256 for Property/Liability members and \$178,031 for Workers' Compensation members. For the Property/Liability program, over 90% of members will receive the distribution credit and for the Workers' Compensation program, over 87% of members will receive the distribution credit.

Congratulations! Since you have participated in our Property/Liability program for 27 years as of June 30, 2014, your agency will receive a longevity distribution credit on your 2015-16 renewal invoice in the amount of \$2,072! We encourage you to share this valuable news with your governing body!

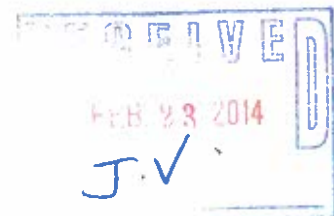
REMINDER – We hope to see you at our Annual Membership Meeting and Safety/Claims Education Day on March 24, 2015 at the Hilton Sacramento Arden West Hotel! Visit our website, www.sdrma.org and click on "Register for a training workshop" in the lower right-hand column for more information.

Thank you for your participation and helping make SDRMA a premier risk management provider! If you have any questions, please contact the SDRMA Finance Department at 800.537.7790 or 916.231.4141.

Sincerely,
Special District Risk Management Authority



David Aranda, President
Board of Directors



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: REGULAR MEETING OF FEBRUARY 10, 2015

RECOMMENDATION:

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

BACKGROUND:

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

ATTACHMENTS:

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



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, February 10, 2015

A. ORGANIZATION

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

**2. ROLL CALL: Directors Burgess, Casey, DeMarco
President Kahlert
Director Maynard had an excused absence**

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS:

a. Orange County Sheriff's Department- Lt. Rob Gunzel: Quarterly Crime Statistics

Discussion ensued relative to crime trends, vehicle burglaries and grand theft. He offered tips on how to prevent catalytic converter theft as well as how to minimize other crimes of opportunity.

Discussion ensued regarding traffic, street sweeping and parking enforcement. Lieutenant stated that there was only one deputy assigned to parking enforcement, and that individual was shared with many special districts in the area; however, the department would do its best to enforce violations. The report was received and filed.

b. Orange County Emergency Management Presentation: Director Donna Boston

Donna Boston reported on County and local emergency management procedures. She responded to a list of questions and briefed the board and community regarding the appropriate contacts, resources, monthly meetings and networking opportunities. Ms. Boston encouraged everyone to compile an emergency kit and register with Alert OC.

President Kahlert thanked Ms. Boston for her report and suggested that staff follow up on the meeting and networking opportunities available. The report was received and filed.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM:

Resident Bernard Beskind had announcements relative to his newly formed exercise meet-up group know as, “Walk and Talk”. He stated that he formed the group in order to exercise and get acquainted with fellow walking enthusiasts. He added that the RHA had sent out an e-blast related to the venture and the community was invited to attend.

Resident Dennis Durant opined relative to street parking issues alleged to be originating from the Rossmoor Shopping Village.

RHA Community Festival Coordinator Beverly Houghton had announcements relative to the upcoming Rossmoor Community Festival. She stated that Orange County Emergency Management (OCEM) and CERT would be among the vendors again this year. She encouraged everyone to visit the festival webpage at www.rossmoor-rha.org.

D. REPORTS TO THE BOARD:

1. BUDGET COMMITTEE: FY 2014-2015 MID-YEAR BUDGET ADJUSTMENTS

The General Manager reported that the Budget Committee met on January 29, 2015 to discuss and make recommendations on the District’s Mid-Year Budget adjustments. Incorporated in the Amended Budget are the Budget Committee’s recommendations, which also take into account the recommendations of the Public Works/CIP Committee. The Committee also recommended approval of Resolution No. 15-02-10-01 establishing revenue and expenditure total amounts for the mid-year adjustments which is agendized further in this Agenda. The report was received and filed.

E. CONSENT CALENDAR

1a. MINUTES REGULAR BOARD MEETING—January 13, 2015

1b. MINUTES PIFC BOARD MEETING—January 13, 2015

1c. MINUTES SPECIAL BOARD MEETING—January 29, 2015

2. REVENUE AND EXPENDITURE REPORT—December 2014

3. QUARTERLY COYOTE SIGHTINGS/ACTIVITY REPORT

4. QUARTERLY STATUS REPORT

5. QUARTERLY RECREATION REPORT

6. QUARTERLY TREE REPORT

Director Casey requested that Item E-3 Coyote Sightings and Activity Report be pulled from the consent calendar for discussion. Discussion ensued relative the labeling and structure of the new quarterly report. Administrative Assistant, Elizabeth Deering stated that there had been previous discussion among board members to either remove the coyote report as a recurring agenda item, or

make it less frequent. She added that without clear direction as to their preference, she chose to provide the board with a year-to-date summary in order to provide a snapshot of the activity that had occurred from the report's inception.

Motion by Director Casey, seconded by Director DeMarco to approve Items E-1a, E-1b, E-1c, E-2, E-4, E-5, and E-6 on the Consent Calendar. Motion passed 4-0.

Motion by Director Casey, seconded by Director DeMarco to approve Item E-3 on the Consent Calendar. Motion passed 4-0.

F. PUBLIC HEARING:

1. MISSION STATEMENT, GOALS AND OBJECTIVES

PRESIDENT KAHLERT OPENED THE PUBLIC HEARING AT 8:15 PM

Bernard Beskind opined relative to his view that more focus should be put on the overall vision of the district, its demographics and providing recreational opportunities and activities for all age groups.

PRESIDENT KAHLERT CLOSED THE PUBLIC HEARING AT 8:20 PM

G. RESOLUTIONS

1. RESOLUTION NO. 15-02-10-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES ESTABLISHING THE MID-YEAR ADJUSTED BUDGET REVENUE AND EXPENDITURES TOTALS AMOUNT FOR THE FISCAL YEAR 2014-2015

Recommendation to Approve by roll call vote, Resolution No.15-02-10-01 by reading the title only and waiving further reading as follows:

RESOLUTION NO. 15-02-10-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES ESTABLISHING THE MID-YEAR ADJUSTED BUDGET REVENUE AND EXPENDITURES TOTALS AMOUNT FOR THE FISCAL YEAR 2014-2015

Discussion ensued. Director Burgess had comments relative to the resolution language in the third paragraph and the numerical values contained in Attachment A. Motion by Director DeMarco, seconded by Director Casey to approve by roll call vote Resolution No. 15-02-10-01 with the following changes: *amend the language in the third Whereas, amending the date to read "regular meeting February 10, 2015" and amend the amount in Attachment A, under expenditures Fund 20 to read \$374,258; read the title only and waiving further reading.* Motion passed unanimously by roll call vote 3-1, with Director Burgess voting No.

1. SECOND READING OF ORDINANCE NO. 2015-01 REGARDING REVISION TO POLICY NO. 6011 CONCERNING THE RULES AND REGULATIONS FOR THE USE OF DISTRICT PROPERTY—6011.73 ALCOHOL.

Recommendation to give second reading and adopt proposed ordinance 2015-01 relating to the enforcement of District policies and to revised policy relating to the regulation and/or use of District Property-Alcohol, as well as regulation of food vendors. The adoption of ordinances and policies require two readings, publication of the proposed ordinances in a newspaper of general circulation and 30 days to take effect after second reading.

PRESIDENT KAHLERT OPENED THE PUBLIC HEARING TO SOLICIT PUBLIC COMMENT ON ORDINANCE NO. 2015-01 AND POLICY NO. 6011.

RHA President Mark Nitikman had comments relative to whether or not previous edits had been incorporated into the final policy. General Counsel assured him that said edits had been incorporated.

SEEING NO FURTHER PUBLIC COMMENTS, PRESIDENT KAHLERT CLOSED THE PUBLIC HEARING.

Motion by Director Casey, seconded by Director Burgess to commence with a roll call vote to adopt proposed ordinance 2015-01 relating to the enforcement of District policies and to revised policy relating to the regulation and/or use of District Property-Alcohol, as well as regulation of food vendors. Motion passed by roll call vote, 4-0.

H. REGULAR CALENDAR:

1. ADJUSTMENT OF COMPENSATION FOR UNREPRESENTED EMPLOYEE-GENERAL MANAGER

General Counsel provided a brief staff report. Discussion ensued relative to bonus amount and proposed amendment to the General Manager agreement modifying the evaluation date.

Motion by Director DeMarco, Seconded by Director Casey to award the General Manager a 7% bonus now, as previously discussed in closed session at the December 2014 regular board meeting, retroactive to December 2014. Motion passed 4-0.

Motion by Director DeMarco, seconded by Director Burgess to amend the General Manager Agreement to move the bonus award period and evaluation to coincide with the Fiscal Year (June to June). Motion passed 4-0.

Further discussion ensued relative to the timing of the next General Manager performance evaluation. Motion by Director DeMarco, seconded by Director Casey to adopt language to mandate that the next General Manager performance evaluation take place at the conclusion of the fiscal year. Motion passed 4-0.

I. GENERAL MANAGER ITEMS:

The General Manager reported that staff would be scheduling a CIP Committee meeting prior to

March 10th in order to review the 5 year capital improvement plan and to look at any necessary adjustments to recommend for the board's consideration. He announced that the board was invited to the West County Connector I-405 Dedication Ceremony on Thursday, February 12, 2015 at 2:00 p.m. He encouraged board members to attend. Director Casey stated that he would be in attendance. The General Manager also updated the board relative to progress on the Montecito Road Traffic and safety concerns, stating that the district had received a very favorable response from County Staff and they were currently engaged in addressing the district's concerns. There was a delay relating to the street lighting issue due to the fact that there were extra labor costs associated with getting County workers out to the location at night. The County had opined that the street lighting was in compliance with state standards, however he did not agree. He added that with the board's approval the district could offer to pay the additional costs in order to expedite a solution. Director DeMarco opined that the lighting may have met standards in the past but they are too dim for current conditions. He suggested installing a different wattage of bulb to remedy the situation. General Manager Ruth agreed to explore his suggestion. General Manager Ruth announced that they would be scheduling a meeting with the Los Alamitos School District Superintendent to discuss items of mutual concern such as parking, traffic and landscaping.

J. BOARD MEMBER ITEMS

President Kahlert announced that the district would be implementing a procedural modification beginning with the March 10, 2015 meeting. The district encourages public comments, however, from now on they will be required to fill out a speaker card and submit it to the administrative assistant prior to the meeting. The new speaker card system is standard in most municipalities. The card must include such information as the speaker's name, agenda item and topic, etc. The system will help the board and public to conduct more organized and efficient meetings and remain on topic.

Director Casey had comments relative to the maintenance of trees being planted on school site perimeters. He stated that Director DeMarco had made the suggestion that it may be possible to utilize student volunteers in return for service hour credit. He expressed his enthusiastic support of the idea and felt it would give students an appreciation for the value of trees and encourage them to care for the urban forest. He added that effectively utilizing community volunteers was also in line with the financial stability portion of our newly adopted goals and objectives. He added that once a formal volunteer program and procedures were in place, citizens could apply via the district website. He concluded by providing status updates on the I-405 Toll Road situation, assessing the project's potential impact on Rossmoor and reiterating the district's position of no toll lanes.

Director DeMarco requested that staff explore the possibility of installing digital speed limit signs with built-in radars on major streets within the community. He opined that it was a safety concern of many community members and helped to discourage speeding. He encouraged everyone to obtain an emergency kit and to register their mobile phone numbers with Alert OC at AlertOC.com in order to be updated on important local emergency information. He commended Bernard Beskind and his Walk and Talk program, thanked the RHA for their promotion and encouraged locals to join the group for exercise and companionship. He concluded by reminding everyone to feel free to attend the RCSD board meetings and express their views and concerns and to be sure to attend the upcoming Rossmoor Community Festival, Sunday, May 4, 2015 from 10 a.m. to 5 p.m.

President Kahlert wished everyone a Happy Valentine's Day and reminded them to celebrate safe and sober. He wished all of the high school spring sports teams' good luck and a great season. He reminded high school seniors with government classes had three months left to fulfill attendance requirements at local government meetings. He assured the public that the district was actively working and formulating ideas to expand programming and recreation to provide for all age groups throughout the year. He thanked staff for their hard work on the Mission, Goals and Objectives and stated that he would like to see more people attend the meetings.

K. CLOSED SESSION: None

L. ADJOURNMENT:

Motion by Director Casey, seconded by Director DeMarco to adjourn the regular meeting at 9:15 p.m. Motion passed 4-0.

SUBMITTED BY:

James D. Ruth
General Manager

DRAFT

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: REVENUE & EXPENDITURE REPORT - JANUARY, 2015

RECOMMENDATION:

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

BACKGROUND:

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

ATTACHMENTS:

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

**REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 January 2015 @ 58.34%**

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	753,614.00	767,129.00	443,383.21	28,484.17	323,745.79	57.8
STREET LIGHT ASSESSMENTS	258,000.00	265,000.00	155,546.84	10,632.64	109,453.16	58.7
USE OF MONEY AND PROPERTY	2,000.00	2,500.00	733.68	346.78	1,766.32	29.3
OTHER GOVERNMENT AGENCIES	57,800.00	60,800.00	2,686.54	1,880.58	58,113.46	4.4
FEES AND SERVICES	159,900.00	159,900.00	91,020.25	19,863.50	68,879.75	56.9
OTHER REVENUE	23,500.00	58,500.00	1,457.94	0.00	57,042.06	2.5
Dept 20 REVENUE	0.00	0.00	231.37	0.00	-231.37	0.0
Total Revenues	1,254,814.00	1,313,829.00	695,059.83	61,207.67	618,769.17	52.9
Expenditures						
ADMINISTRATION	391,200.00	426,141.00	278,214.41	37,642.96	147,926.59	65.3
RECREATION	122,553.00	123,003.00	71,951.41	8,069.20	51,051.59	58.5
ROSSMOOR PARK	170,513.00	193,835.00	108,951.71	12,906.84	84,883.29	56.2
MONTECITO CENTER	70,012.00	74,010.00	45,112.43	6,337.94	28,897.57	61.0
RUSH PARK	207,430.00	204,524.00	115,169.11	16,861.92	89,354.89	56.3
STREET LIGHTING	110,580.00	105,580.00	53,967.39	8,921.21	51,612.61	51.1
ROSSMOOR WALL	2,100.00	2,100.00	2,000.00	0.00	100.00	95.2
STREET SWEEPING	55,580.00	55,080.00	27,616.04	4,750.66	27,463.96	50.1
PARKWAY TREES	104,775.00	108,775.00	78,305.86	2,512.26	30,469.14	72.0
MINI-PARKS, MEDIANS & TRIANGLE	15,714.00	15,714.00	7,412.91	938.88	8,301.09	47.2
Total Expenditures	1,250,457.00	1,308,762.00	788,701.27	98,941.87	520,060.73	60.3

Please note: The approved Amended Budget is shown in the January 2015 Revenue/Expenditure Report

**Audited Fund Balance
 at June 30, 2014 \$ 802,718.00**

REVENUE REPORT
January 2015 @ 58.34%

Page: 1
3/3/2015
9:12 am

Rossmoor Community

For the Period: 7/1/2014 to 1/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GF GENERAL FUND							
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES	753,614.00	767,129.00	443,383.21	28,484.17	0.00	323,745.79	57.8
ASSESSMENTS	258,000.00	265,000.00	155,546.84	10,632.64	0.00	109,453.16	58.7
USE OF MONEY AND PROPERTY	2,000.00	2,500.00	733.68	346.78	0.00	1,766.32	29.3
OTHER GOVERNMENT AGENCIES	57,800.00	60,800.00	2,686.54	1,880.58	0.00	58,113.46	4.4
FEES AND SERVICES	159,900.00	159,900.00	91,020.25	19,863.50	0.00	68,879.75	56.9
OTHER REVENUE	23,500.00	58,500.00	1,457.94	0.00	0.00	57,042.06	2.5
Dept: 00	1,254,814.00	1,313,829.00	694,828.46	61,207.67	0.00	619,000.54	52.9
Dept: 20 RECREATION							
OTHER REVENUE	0.00	0.00	231.37	0.00	0.00	-231.37	0.0
RECREATION	0.00	0.00	231.37	0.00	0.00	-231.37	0.0
Revenues	1,254,814.00	1,313,829.00	695,059.83	61,207.67	0.00	618,769.17	52.9
Net Effect for GENERAL FUND	1,254,814.00	1,313,829.00	695,059.83	61,207.67	0.00	618,769.17	
Grand Total Net Effect:	1,254,814.00	1,313,829.00	695,059.83	61,207.67	0.00	618,769.17	

EXPENDITURE REPORT
January 2015 @ 58.34%

Rossmoor Community

	Original Bud	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
For the Period: 7/1/2014 to 1/31/2015							
Fund Type: GF GENERAL FUND							
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS	214,800.00	233,950.00	141,794.77	19,819.49	0.00	92,155.23	60.6
OPERATIONS AND MAINTENANCE	73,900.00	68,991.00	48,520.09	8,206.86	0.00	20,470.91	70.3
CONTRACT SERVICES	96,500.00	113,200.00	79,249.78	5,032.01	0.00	33,950.22	70.0
CAPITAL EXPENDITURES	6,000.00	10,000.00	8,649.77	4,584.60	0.00	1,350.23	86.5
ADMINISTRATION	391,200.00	426,141.00	278,214.41	37,642.96	0.00	147,926.59	65.3
Dept: 20 RECREATION							
SALARIES AND BENEFITS	92,353.00	92,903.00	54,691.62	7,703.82	0.00	38,211.38	58.9
OPERATIONS AND MAINTENANCE	24,700.00	24,600.00	15,481.78	159.98	0.00	9,118.22	62.9
CONTRACT SERVICES	3,500.00	3,500.00	1,745.32	205.40	0.00	1,754.68	49.9
CAPITAL EXPENDITURES	2,000.00	2,000.00	32.69	0.00	0.00	1,967.31	1.6
RECREATION	122,553.00	123,003.00	71,951.41	8,069.20	0.00	51,051.59	58.5
Dept: 30 ROSSMOOR PARK							
SALARIES AND BENEFITS	57,013.00	67,610.00	40,246.84	5,512.73	0.00	27,363.16	59.5
OPERATIONS AND MAINTENANCE	75,550.00	88,525.00	47,459.77	4,551.17	0.00	41,065.23	53.6
CONTRACT SERVICES	37,700.00	37,450.00	21,122.53	2,842.94	0.00	16,327.47	56.4
CAPITAL EXPENDITURES	250.00	250.00	122.57	0.00	0.00	127.43	49.0
ROSSMOOR PARK	170,513.00	193,835.00	108,951.71	12,906.84	0.00	84,883.29	56.2
Dept: 40 MONTECITO CENTER							
SALARIES AND BENEFITS	43,762.00	49,425.00	30,921.34	4,241.56	0.00	18,503.66	62.6
OPERATIONS AND MAINTENANCE	18,400.00	16,785.00	9,588.56	1,613.44	0.00	7,196.44	57.1
CONTRACT SERVICES	7,800.00	7,750.00	4,602.53	482.94	0.00	3,147.47	59.4
CAPITAL EXPENDITURES	50.00	50.00	0.00	0.00	0.00	50.00	0.0
MONTECITO CENTER	70,012.00	74,010.00	45,112.43	6,337.94	0.00	28,897.57	61.0
Dept: 50 RUSH PARK							
SALARIES AND BENEFITS	62,659.00	69,175.00	44,058.28	6,272.92	0.00	25,116.72	63.7
OPERATIONS AND MAINTENANCE	106,821.00	97,649.00	49,865.74	7,746.06	0.00	47,783.26	51.1
CONTRACT SERVICES	37,700.00	37,450.00	21,122.53	2,842.94	0.00	16,327.47	56.4
CAPITAL EXPENDITURES	250.00	250.00	122.56	0.00	0.00	127.44	49.0

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Rossmoor Community

For the Period: 7/1/2014 to 1/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GF - GENERAL FUND							
Fund: 10 - GENERAL FUND							
Expenditures							
RUSH PARK	207,430.00	204,524.00	115,169.11	16,861.92	0.00	89,354.89	56.3
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	580.00	580.00	304.98	53.37	0.00	275.02	52.6
CONTRACT SERVICES	110,000.00	105,000.00	53,662.41	8,867.84	0.00	51,337.59	51.1
STREET LIGHTING	110,580.00	105,580.00	53,967.39	8,921.21	0.00	51,612.61	51.1
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL	2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	580.00	580.00	304.98	53.37	0.00	275.02	52.6
CONTRACT SERVICES	55,000.00	54,500.00	27,311.06	4,697.29	0.00	27,188.94	50.1
STREET SWEEPING	55,580.00	55,080.00	27,616.04	4,750.66	0.00	27,463.96	50.1
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	17,400.00	17,400.00	11,300.57	1,750.05	0.00	6,099.43	64.9
OPERATIONS AND MAINTENANCE	1,775.00	1,775.00	769.83	112.91	0.00	1,005.17	43.4
CONTRACT SERVICES	73,600.00	70,600.00	59,337.56	1,009.30	0.00	11,262.44	84.0
CAPITAL EXPENDITURES	12,000.00	19,000.00	6,897.90	-360.00	0.00	12,102.10	36.3
PARKWAY TREES	104,775.00	108,775.00	78,305.86	2,512.26	0.00	30,469.14	72.0
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	964.00	964.00	536.01	71.44	0.00	427.99	55.6
OPERATIONS AND MAINTENANCE	10,500.00	10,500.00	4,484.98	585.49	0.00	6,015.02	42.7
CONTRACT SERVICES	4,150.00	4,150.00	2,391.92	301.95	0.00	1,758.08	57.6
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,714.00	15,714.00	7,412.91	938.88	0.00	8,301.09	47.2
Expenditures	1,250,457.00	1,308,762.00	788,701.27	98,941.87	0.00	520,060.73	60.3
Net Effect for GENERAL FUND	-1,250,457.00	-1,308,762.00	-788,701.27	-98,941.87	0.00	-520,060.73	
Grand Total Net Effect:	-1,250,457.00	-1,308,762.00	-788,701.27	-98,941.87	0.00	-520,060.73	

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For the Period: 7/1/2014 to 1/31/2015		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Net Effect for CAPITAL PROJECTS FUNDS		121,532.00	121,249.00	-59,918.56	-49,117.90	0.00	181,167.56	
Fund Type: GF GENERAL FUND								
Fund: 10 - GENERAL FUND								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
3000	Current Secured Property Taxes	689,313.00	698,000.00	399,964.01	18,667.26	0.00	298,035.99	57.3
3001	Current unsecured prop tax	26,010.00	26,010.00	22,844.00	2,480.75	0.00	3,166.00	87.8
3002	Prior secured property taxes	10,200.00	10,200.00	5,616.67	394.29	0.00	4,583.33	55.1
3003	Prior unsecured prop taxes	449.00	4,577.00	0.00	0.00	0.00	4,577.00	0.0
3004	Delinquent property taxes	510.00	510.00	0.00	0.00	0.00	510.00	0.0
3010	Current supplemental assessmt	15,300.00	16,000.00	9,100.07	1,083.41	0.00	6,899.93	56.9
3020	Public utility tax	11,832.00	11,832.00	5,858.46	5,858.46	0.00	5,973.54	49.5
PROPERTY TAXES		753,614.00	767,129.00	443,383.21	28,484.17	0.00	323,745.79	57.8
Acct Class: 31 ASSESSMENTS								
3105	Street light assessments	258,000.00	265,000.00	155,546.84	10,632.64	0.00	109,453.16	58.7
ASSESSMENTS		258,000.00	265,000.00	155,546.84	10,632.64	0.00	109,453.16	58.7
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	2,000.00	2,500.00	733.68	346.78	0.00	1,766.32	29.3
USE OF MONEY AND PROPERTY		2,000.00	2,500.00	733.68	346.78	0.00	1,766.32	29.3
Acct Class: 33 OTHER GOVERNMENT AGENCIES								
3301	State homeowner proptax relief	5,800.00	5,800.00	2,686.54	1,880.58	0.00	3,113.46	46.3
3305	County street sweep reimburse	52,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
OTHER GOVERNMENT AGENCIES		57,800.00	60,800.00	2,686.54	1,880.58	0.00	58,113.46	4.4
Acct Class: 34 FEES AND SERVICES								
3404	Court reservations	14,040.00	14,040.00	9,502.25	1,838.00	0.00	4,537.75	67.7
3405	Wall Rental	520.00	520.00	280.00	60.00	0.00	240.00	53.8
3406	Ball field reservations	28,600.00	28,600.00	13,215.00	2,105.00	0.00	15,385.00	46.2
3410	Rossmoor building rental	4,680.00	4,680.00	2,285.00	41.00	0.00	2,395.00	48.8
3412	Montecito building rental	25,220.00	25,220.00	12,846.00	3,163.00	0.00	12,374.00	50.9
3414	Rush Park Building Rental	86,840.00	86,840.00	52,892.00	12,656.50	0.00	33,948.00	60.9
FEES AND SERVICES		159,900.00	159,900.00	91,020.25	19,863.50	0.00	68,879.75	56.9
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	3,500.00	3,500.00	1,457.94	0.00	0.00	2,042.06	41.7
3502	Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
3600	TRANSFER IN/OUT OTHER FUNDS	0.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
OTHER REVENUE		23,500.00	58,500.00	1,457.94	0.00	0.00	57,042.06	2.5
Dept: 00		1,254,814.00	1,313,829.00	694,828.46	61,207.67	0.00	619,000.54	52.9
Dept: 20 RECREATION								
Acct Class: 35 OTHER REVENUE								
3558	Seal Beach Run Grant	0.00	0.00	231.37	0.00	0.00	-231.37	0.0
OTHER REVENUE		0.00	0.00	231.37	0.00	0.00	-231.37	0.0
RECREATION		0.00	0.00	231.37	0.00	0.00	231.37	0.0
Revenues		1,254,814.00	1,313,829.00	695,059.83	61,207.67	0.00	618,769.17	52.9
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4000	Board of Directors Compensatn	14,000.00	11,000.00	5,550.00	1,300.00	0.00	5,450.00	50.5
4001	Salaries - Full-time	156,000.00	172,000.00	102,988.79	14,321.25	0.00	69,011.21	59.9
4003	Salaries - Overtime	3,300.00	3,600.00	2,064.48	316.68	0.00	1,535.52	57.3
4007	Vehicle Allowance	500.00	500.00	208.48	40.32	0.00	291.52	41.7

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		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
For the Period: 7/1/2014 to 1/31/2015								
Fund Type: GF GENERAL FUND								
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4010	Workers Compensation Insurance	3,600.00	2,600.00	1,024.26	-610.08	0.00	1,575.74	39.4
4011	Medical Insurance	27,500.00	31,000.00	20,385.58	2,939.24	0.00	10,614.42	65.8
4015	Federal Payroll Tax -FICA	8,800.00	12,750.00	9,166.60	1,211.75	0.00	3,583.40	71.9
4018	State Payroll Taxes	1,100.00	500.00	406.58	300.33	0.00	93.42	81.3
SALARIES AND BENEFITS		214,800.00	233,950.00	141,794.77	19,819.49	0.00	92,155.23	60.6
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	12,500.00	13,187.00	13,186.91	0.00	0.00	0.09	100.0
5004	Memberships and Dues	6,400.00	6,400.00	5,751.48	0.00	0.00	648.52	89.9
5006	Travel & Meetings	1,500.00	1,500.00	1,345.15	0.00	0.00	154.85	89.7
5007	Televised Meeting Costs	17,200.00	17,200.00	9,987.95	1,404.00	0.00	7,212.05	58.1
5010	Publications & Legal Notices	7,200.00	7,200.00	4,197.96	0.00	0.00	3,002.04	58.3
5012	Printing	400.00	700.00	360.03	41.58	0.00	339.97	51.4
5012	Printing	400.00	700.00	360.03	41.58	0.00	339.97	51.4
5012	Printing	400.00	700.00	360.03	41.58	0.00	339.97	51.4
5014	Postage	2,000.00	2,000.00	1,241.47	123.46	0.00	758.53	62.1
5014	Postage	2,000.00	2,000.00	1,241.47	123.46	0.00	758.53	62.1
5016	Office Supplies	7,200.00	7,200.00	3,914.25	337.61	0.00	3,285.75	54.4
5016	Office Supplies	7,200.00	7,200.00	3,914.25	337.61	0.00	3,285.75	54.4
5020	Telephone	1,000.00	1,500.00	914.95	160.12	0.00	585.05	61.0
5020	Telephone	1,000.00	1,500.00	914.95	160.12	0.00	585.05	61.0
5045	Miscellaneous Expenditures	5,500.00	5,500.00	1,426.23	507.05	0.00	4,073.77	25.9
5045	Miscellaneous Expenditures	5,500.00	5,500.00	1,426.23	507.05	0.00	4,073.77	25.9
5046	Bank Service Charge	1,000.00	1,000.00	590.00	29.33	0.00	410.00	59.0
5046	Bank Service Charge	1,000.00	1,000.00	590.00	29.33	0.00	410.00	59.0
5050	Elections	12,000.00	5,604.00	5,603.71	5,603.71	0.00	0.29	100.0
OPERATIONS AND MAINTENANCE		73,900.00	68,991.00	48,520.09	8,206.86	0.00	20,470.91	70.3
Acct Class: 56 CONTRACT SERVICES								
5610	Legal Counsel	38,000.00	54,500.00	42,252.44	2,050.58	0.00	12,247.56	77.5
5615	Financial Audit-Consulting	8,500.00	8,700.00	8,700.00	0.00	0.00	0.00	100.0
5670	Other Professional Services	50,000.00	50,000.00	28,297.34	2,981.43	0.00	21,702.66	56.6
CONTRACT SERVICES		96,500.00	113,200.00	79,249.78	5,032.01	0.00	33,950.22	70.0
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	6,000.00	10,000.00	8,649.77	4,584.60	0.00	1,350.23	86.5
CAPITAL EXPENDITURES		6,000.00	10,000.00	8,649.77	4,584.60	0.00	1,350.23	86.5
ADMINISTRATION		391,200.00	426,141.00	278,214.41	37,642.96	0.00	147,926.59	65.3
Dept: 20 RECREATION								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	51,229.00	51,229.00	29,845.36	4,340.56	0.00	21,383.64	58.3
4001	Salaries - Full-time	51,229.00	51,229.00	29,845.36	4,340.56	0.00	21,383.64	58.3
4002	Salaries - Part-time	22,104.00	22,104.00	13,318.13	1,717.10	0.00	8,785.87	60.3
4002	Salaries - Part-time	22,104.00	22,104.00	13,318.13	1,717.10	0.00	8,785.87	60.3
4003	Salaries - Overtime	3,640.00	3,640.00	1,466.79	175.35	0.00	2,173.21	40.3
4003	Salaries - Overtime	3,640.00	3,640.00	1,466.79	175.35	0.00	2,173.21	40.3
4005	Salaries - Event Attendant	200.00	400.00	352.50	0.00	0.00	47.50	88.1
4005	Salaries - Event Attendant	200.00	400.00	352.50	0.00	0.00	47.50	88.1
4007	Vehicle Allowance	500.00	350.00	167.59	0.00	0.00	182.41	47.9
4007	Vehicle Allowance	500.00	350.00	167.59	0.00	0.00	182.41	47.9
4010	Workers Compensation Insurance	1,080.00	1,080.00	734.59	73.88	0.00	345.41	68.0
4010	Workers Compensation Insurance	1,080.00	1,080.00	734.59	73.88	0.00	345.41	68.0
4011	Medical Insurance	7,000.00	8,000.00	5,182.86	747.28	0.00	2,817.14	64.8
4011	Medical Insurance	7,000.00	8,000.00	5,182.86	747.28	0.00	2,817.14	64.8
4015	Federal Payroll Tax -FICA	5,500.00	5,500.00	3,440.10	476.69	0.00	2,059.90	62.5
4015	Federal Payroll Tax -FICA	5,500.00	5,500.00	3,440.10	476.69	0.00	2,059.90	62.5
4018	State Payroll Taxes	1,100.00	600.00	183.70	172.96	0.00	416.30	30.6
4018	State Payroll Taxes	1,100.00	600.00	183.70	172.96	0.00	416.30	30.6
SALARIES AND BENEFITS		92,353.00	92,903.00	54,691.62	7,703.82	0.00	38,211.38	58.9
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5006	Travel & Meetings	250.00	400.00	220.00	0.00	0.00	180.00	55.0
5006	Travel & Meetings	250.00	400.00	220.00	0.00	0.00	180.00	55.0
5010	Publications & Legal Notices	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5010	Publications & Legal Notices	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5012	Printing	100.00	100.00	56.96	7.13	0.00	43.04	57.0
5012	Printing	100.00	100.00	56.96	7.13	0.00	43.04	57.0
5014	Postage	150.00	150.00	66.16	0.00	0.00	83.84	44.1
5014	Postage	150.00	150.00	66.16	0.00	0.00	83.84	44.1
5016	Office Supplies	1,000.00	1,000.00	761.02	67.73	0.00	238.98	76.1
5016	Office Supplies	1,000.00	1,000.00	761.02	67.73	0.00	238.98	76.1
5017	Community Events	14,000.00	14,000.00	6,200.00	0.00	0.00	0.00	100.0
5017	Community Events	14,000.00	14,000.00	6,200.00	0.00	0.00	0.00	100.0
5019	Fireworks	6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5019	Fireworks	6,200.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020	Telephone	1,800.00	1,800.00	914.95	160.12	0.00	885.05	50.8
5020	Telephone	1,800.00	1,800.00	914.95	160.12	0.00	885.05	50.8
5045	Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5045	Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051	Equipment Rental	500.00	250.00	0.00	0.00	0.00	250.00	0.0
5051	Equipment Rental	500.00	250.00	0.00	0.00	0.00	250.00	0.0

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Rossmoor Community

		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
For the Period: 7/1/2014 to 1/31/2015								
Fund Type: GF GENERAL FUND								
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 20 RECREATION								
OPERATIONS AND MAINTENANCE		24,700.00	24,600.00	15,481.78	159.98	0.00	9,118.22	62.9
Acct Class: 56 CONTRACT SERVICES								
5670	Other Professional Services	3,500.00	3,500.00	1,745.32	205.40	0.00	1,754.68	49.9
CONTRACT SERVICES		3,500.00	3,500.00	1,745.32	205.40	0.00	1,754.68	49.9
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	2,000.00	2,000.00	32.69	0.00	0.00	1,967.31	1.6
CAPITAL EXPENDITURES		2,000.00	2,000.00	32.69	0.00	0.00	1,967.31	1.6
RECREATION		122,553.00	123,003.00	71,951.41	8,069.20	0.00	51,051.59	58.5
Dept: 30 ROSSMOOR PARK								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	31,252.00	37,500.00	22,251.55	3,148.87	0.00	15,248.45	59.3
4002	Salaries - Part-time	6,851.00	10,600.00	6,155.19	724.62	0.00	4,444.81	58.1
4003	Salaries - Overtime	1,900.00	2,200.00	1,235.32	122.32	0.00	964.68	56.2
4005	Salaries - Event Attendant	250.00	250.00	0.00	0.00	0.00	250.00	0.0
4010	Workers Compensation Insurance	3,800.00	2,800.00	1,817.09	182.75	0.00	982.91	64.9
4011	Medical Insurance	8,700.00	10,000.00	6,402.42	923.11	0.00	3,597.58	64.0
4015	Federal Payroll Tax -FICA	3,600.00	4,000.00	2,264.50	305.23	0.00	1,735.50	56.6
4018	State Payroll Taxes	660.00	260.00	120.77	105.83	0.00	139.23	46.5
SALARIES AND BENEFITS		57,013.00	67,610.00	40,246.84	5,512.73	0.00	27,363.16	59.5
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010	Publications & Legal Notices	300.00	300.00	0.00	0.00	0.00	300.00	0.0
5012	Printing	50.00	50.00	28.48	3.56	0.00	21.52	57.0
5014	Postage	50.00	50.00	22.74	0.00	0.00	27.26	45.5
5016	Office Supplies	900.00	900.00	380.50	33.86	0.00	519.50	42.3
5018	Janitorial Supplies	4,500.00	4,500.00	1,628.34	0.00	0.00	2,871.66	36.2
5020	Telephone	1,600.00	1,600.00	914.95	160.12	0.00	685.05	57.2
5022	Utilities	48,000.00	55,000.00	31,427.65	2,633.26	0.00	23,572.35	57.1
5025	SECURED PROP TAX	900.00	875.00	875.05	875.05	0.00	-0.05	100.0
5030	Vehicle Maintenance	1,000.00	1,000.00	400.98	28.42	0.00	599.02	40.1
5032	Building & Grounds-Maintenance	16,000.00	22,000.00	11,445.64	800.34	0.00	10,554.36	52.0
5034	Alarm Systems	750.00	750.00	217.44	16.56	0.00	532.56	29.0
5045	Miscellaneous Expenditures	500.00	500.00	118.00	0.00	0.00	382.00	23.6
5051	Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052	Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE		75,550.00	88,525.00	47,459.77	4,551.17	0.00	41,065.23	53.6
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	33,000.00	33,000.00	18,585.00	2,655.00	0.00	14,415.00	56.3
5656	Tree Trimming	1,200.00	950.00	878.08	0.00	0.00	71.92	92.4
5670	Other Professional Services	3,500.00	3,500.00	1,659.45	187.94	0.00	1,840.55	47.4
CONTRACT SERVICES		37,700.00	37,450.00	21,122.53	2,842.94	0.00	16,327.47	56.4
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	250.00	250.00	122.57	0.00	0.00	127.43	49.0
CAPITAL EXPENDITURES		250.00	250.00	122.57	0.00	0.00	127.43	49.0
ROSSMOOR PARK		170,513.00	193,835.00	108,951.71	12,906.84	0.00	84,883.29	56.2
Dept: 40 MONTECITO CENTER								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	26,137.00	31,000.00	19,123.28	2,716.03	0.00	11,876.72	61.7
4002	Salaries - Part-time	3,425.00	4,000.00	2,520.10	222.33	0.00	1,479.90	63.0
4003	Salaries - Overtime	1,000.00	1,200.00	837.31	100.19	0.00	362.69	69.8
4010	Workers Compensation Insurance	3,000.00	2,250.00	1,461.42	146.98	0.00	788.58	65.0

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For the Period: 7/1/2014 to 1/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GF GENERAL FUND							
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4011 Medical Insurance	7,100.00	8,100.00	5,180.34	746.92	0.00	2,919.66	64.0
4015 Federal Payroll Tax -FICA	2,500.00	2,750.00	1,716.64	231.99	0.00	1,033.36	62.4
4018 State Payroll Taxes	600.00	125.00	82.25	77.12	0.00	42.75	65.8
SALARIES AND BENEFITS	43,762.00	49,425.00	30,921.34	4,241.56	0.00	18,503.66	62.6
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5012 Printing	50.00	50.00	28.48	3.56	0.00	21.52	57.0
5014 Postage	50.00	50.00	22.74	0.00	0.00	27.26	45.5
5016 Office Supplies	900.00	900.00	380.50	33.86	0.00	519.50	42.3
5018 Janitorial Supplies	3,000.00	3,000.00	1,628.34	0.00	0.00	1,371.66	54.3
5020 Telephone	1,650.00	1,650.00	914.95	160.12	0.00	735.05	55.5
5022 Utilities	4,000.00	4,000.00	2,395.64	393.24	0.00	1,604.36	59.9
5025 SECURED PROP TAX	750.00	735.00	734.86	734.86	0.00	0.14	100.0
5030 Vehicle Maintenance	1,000.00	1,000.00	400.98	28.42	0.00	599.02	40.1
5032 Building & Grounds-Maintenance	3,000.00	4,000.00	2,642.12	243.30	0.00	1,357.88	66.1
5034 Alarm Systems	500.00	400.00	221.46	16.08	0.00	178.54	55.4
5045 Miscellaneous Expenditures	50.00	50.00	10.27	0.00	0.00	39.73	20.5
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	3,000.00	500.00	208.22	0.00	0.00	291.78	41.6
OPERATIONS AND MAINTENANCE	18,400.00	16,785.00	9,588.56	1,613.44	0.00	7,196.44	57.1
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,300.00	3,300.00	2,065.00	295.00	0.00	1,235.00	62.6
5656 Tree Trimming	1,000.00	950.00	878.08	0.00	0.00	71.92	92.4
5670 Other Professional Services	3,500.00	3,500.00	1,659.45	187.94	0.00	1,840.55	47.4
CONTRACT SERVICES	7,800.00	7,750.00	4,602.53	482.94	0.00	3,147.47	59.4
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	50.00	50.00	0.00	0.00	0.00	50.00	0.0
CAPITAL EXPENDITURES	50.00	50.00	0.00	0.00	0.00	50.00	0.0
MONTECITO CENTER	70,012.00	74,010.00	45,112.43	6,337.94	0.00	28,897.57	61.0
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	34,034.00	37,000.00	22,251.55	3,148.87	0.00	14,748.45	60.1
4002 Salaries - Part-time	8,200.00	9,000.00	6,422.20	991.63	0.00	2,577.80	71.4
4003 Salaries - Overtime	1,650.00	2,000.00	1,256.08	122.32	0.00	743.92	62.8
4005 Salaries - Event Attendant	2,000.00	4,000.00	3,172.50	420.00	0.00	827.50	79.3
4010 Workers Compensation Insurance	3,500.00	2,600.00	1,817.09	182.75	0.00	782.91	69.9
4011 Medical Insurance	8,700.00	10,000.00	6,402.42	923.11	0.00	3,597.58	64.0
4015 Federal Payroll Tax -FICA	3,800.00	4,200.00	2,529.02	357.73	0.00	1,670.98	60.2
4018 State Payroll Taxes	775.00	375.00	207.42	126.51	0.00	167.58	55.3
SALARIES AND BENEFITS	62,659.00	69,175.00	44,058.28	6,272.92	0.00	25,116.72	63.7
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5012 Printing	500.00	250.00	28.48	3.57	0.00	221.52	11.4
5014 Postage	100.00	100.00	22.74	0.00	0.00	77.26	22.7
5016 Office Supplies	900.00	900.00	380.50	33.86	0.00	519.50	42.3
5018 Janitorial Supplies	4,500.00	4,000.00	1,633.25	0.00	0.00	2,366.75	40.8
5020 Telephone	1,800.00	1,800.00	914.95	160.12	0.00	885.05	50.8
5022 Utilities	67,771.00	66,000.00	35,455.68	2,803.37	0.00	30,544.32	53.7
5025 SECURED PROP TAX	3,500.00	3,349.00	3,348.87	3,348.87	0.00	0.13	100.0
5030 Vehicle Maintenance	1,000.00	1,000.00	400.96	28.40	0.00	599.04	40.1
5032 Building & Grounds-Maintenance	23,500.00	18,000.00	7,321.86	1,273.79	0.00	10,878.14	40.7
5034 Alarm Systems	750.00	750.00	299.45	94.08	0.00	450.55	39.9

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Fund Type: GF GENERAL FUND								
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	250.00	250.00	59.00	0.00	0.00	191.00	23.6
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052	Minor Facility Repairs	1,500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE		106,821.00	97,649.00	49,865.74	7,746.06	0.00	47,783.26	51.1
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	33,000.00	33,000.00	18,585.00	2,655.00	0.00	14,415.00	56.3
5656	Tree Trimming	1,200.00	950.00	878.08	0.00	0.00	71.92	92.4
5670	Other Professional Services	3,500.00	3,500.00	1,659.45	187.94	0.00	1,840.55	47.4
CONTRACT SERVICES		37,700.00	37,450.00	21,122.53	2,842.94	0.00	16,327.47	56.4
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	250.00	250.00	122.56	0.00	0.00	127.44	49.0
CAPITAL EXPENDITURES		250.00	250.00	122.56	0.00	0.00	127.44	49.0
RUSH PARK		207,430.00	204,524.00	115,169.11	16,861.92	0.00	89,354.89	56.3
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	580.00	580.00	304.98	53.37	0.00	275.02	52.6
OPERATIONS AND MAINTENANCE		580.00	580.00	304.98	53.37	0.00	275.02	52.6
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	110,000.00	105,000.00	53,662.41	8,867.84	0.00	51,337.59	51.1
CONTRACT SERVICES		110,000.00	105,000.00	53,662.41	8,867.84	0.00	51,337.59	51.1
STREET LIGHTING		110,580.00	105,580.00	53,967.39	8,921.21	0.00	51,612.61	51.1
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
ROSSMOOR WALL		2,100.00	2,100.00	2,000.00	0.00	0.00	100.00	95.2
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	580.00	580.00	304.98	53.37	0.00	275.02	52.6
OPERATIONS AND MAINTENANCE		580.00	580.00	304.98	53.37	0.00	275.02	52.6
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	55,000.00	54,500.00	27,311.06	4,697.29	0.00	27,188.94	50.1
CONTRACT SERVICES		55,000.00	54,500.00	27,311.06	4,697.29	0.00	27,188.94	50.1
STREET SWEEPING		55,580.00	55,080.00	27,616.04	4,750.66	0.00	27,463.96	50.1
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4002	Salaries - Part-time	15,800.00	15,800.00	10,144.73	1,498.65	0.00	5,655.27	64.2
4003	Salaries - Overtime	0.00	0.00	12.35	12.35	0.00	-12.35	0.0
4007	Vehicle Allowance	400.00	400.00	321.18	78.12	0.00	78.82	80.3
4015	Federal Payroll Tax -FICA	1,000.00	1,000.00	776.97	115.59	0.00	223.03	77.7
4018	State Payroll Taxes	200.00	200.00	45.34	45.34	0.00	154.66	22.7
SALARIES AND BENEFITS		17,400.00	17,400.00	11,300.57	1,750.05	0.00	6,099.43	64.9
Acct Class: 50 OPERATIONS AND MAINTENANCE								

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Fund Type: GF GENERAL FUND							
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 80 PARKWAY TREES							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5012 Printing	25.00	25.00	0.19	0.00	0.00	24.81	0.8
5014 Postage	300.00	300.00	10.34	0.00	0.00	289.66	3.4
5016 Office Supplies	200.00	200.00	69.19	6.16	0.00	130.81	34.6
5020 Telephone	1,000.00	1,000.00	609.99	106.75	0.00	390.01	61.0
5030 Vehicle Maintenance	200.00	200.00	50.12	0.00	0.00	149.88	25.1
5051 Equipment Rental	50.00	50.00	30.00	0.00	0.00	20.00	60.0
OPERATIONS AND MAINTENANCE	1,775.00	1,775.00	769.83	112.91	0.00	1,005.17	43.4
Acct Class: 56 CONTRACT SERVICES							
5656 Tree Trimming	67,000.00	64,000.00	55,849.00	449.40	0.00	8,151.00	87.3
5660 TREE REMOVAL	700.00	700.00	0.00	0.00	0.00	700.00	0.0
5664 Tree Watering Program	400.00	400.00	0.00	0.00	0.00	400.00	0.0
5670 Other Professional Services	5,500.00	5,500.00	3,488.56	559.90	0.00	2,011.44	63.4
CONTRACT SERVICES	73,600.00	70,600.00	59,337.56	1,009.30	0.00	11,262.44	84.0
Acct Class: 60 CAPITAL EXPENDITURES							
6015 Trees	12,000.00	19,000.00	6,897.90	-360.00	0.00	12,102.10	36.3
CAPITAL EXPENDITURES	12,000.00	19,000.00	6,897.90	-360.00	0.00	12,102.10	36.3
PARKWAY TREES	104,775.00	108,775.00	78,305.86	2,512.26	0.00	30,469.14	72.0
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	639.00	639.00	391.03	54.10	0.00	247.97	61.2
4003 Salaries - Overtime	60.00	60.00	26.44	2.77	0.00	33.56	44.1
4010 Workers Compensation Insurance	180.00	180.00	85.11	8.56	0.00	94.89	47.3
4015 Federal Payroll Tax -FICA	70.00	70.00	31.78	4.36	0.00	38.22	45.4
4018 State Payroll Taxes	15.00	15.00	1.65	1.65	0.00	13.35	11.0
SALARIES AND BENEFITS	964.00	964.00	536.01	71.44	0.00	427.99	55.6
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5020 Telephone	500.00	500.00	305.01	53.39	0.00	194.99	61.0
5022 Utilities	8,500.00	8,500.00	3,586.82	512.10	0.00	4,913.18	42.2
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	593.15	0.00	0.00	406.85	59.3
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0
OPERATIONS AND MAINTENANCE	10,500.00	10,500.00	4,484.98	565.49	0.00	6,015.02	42.7
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	2,065.00	295.00	0.00	1,535.00	57.4
5656 Tree Trimming	500.00	500.00	292.66	0.00	0.00	207.34	58.5
5670 Other Professional Services	50.00	50.00	34.26	6.95	0.00	15.74	68.5
CONTRACT SERVICES	4,150.00	4,150.00	2,391.92	301.95	0.00	1,758.08	57.6
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	15,714.00	15,714.00	7,412.91	938.88	0.00	8,301.09	47.2
Expenditures	1,250,457.00	1,308,762.00	788,701.27	98,941.87	0.00	520,060.73	60.3
Net Effect for GENERAL FUND	4,357.00	5,067.00	-93,641.44	-37,734.20	0.00	98,708.44	-1,848.1
Change in Fund Balance:			-93,641.44				

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Fund Type: CPF CAPITAL PROJECTS FUNDS							
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	228,101.59	11,783.10	0.00	151,898.41	60.0
3101 Property assessments-prior yr	3,400.00	3,400.00	2,455.07	0.00	0.00	944.93	72.2
ASSESSMENTS	383,400.00	383,400.00	230,556.66	11,783.10	0.00	152,843.34	60.1
Dept: 00	383,400.00	383,400.00	230,556.66	11,783.10	0.00	152,843.34	60.1
Revenues	383,400.00	383,400.00	230,556.66	11,783.10	0.00	152,843.34	60.1
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
5619 Bond Trustee	2,875.00	3,048.00	3,047.50	0.00	0.00	0.50	100.0
CONTRACT SERVICES	22,875.00	23,048.00	3,047.50	0.00	0.00	20,000.50	13.2
Acct Class: 58 DEBT SERVICE							
5800 Principal	230,000.00	230,000.00	230,000.00	0.00	0.00	0.00	100.0
5801 Interest	121,210.00	121,210.00	121,210.00	57,040.00	0.00	0.00	100.0
DEBT SERVICE	351,210.00	351,210.00	351,210.00	57,040.00	0.00	0.00	100.0
RUSH PARK	374,085.00	374,258.00	354,257.50	57,040.00	0.00	20,000.50	94.7
Dept: 95 CONTINGENCY/RESERVES							
Acct Class: 59 RESERVES/CONTINGENCIES							
5730 Reserves - general	0.00	0.00	10,498.30	0.00	0.00	-10,498.30	0.0
RESERVES/CONTINGENCIES	0.00	0.00	10,498.30	0.00	0.00	-10,498.30	0.0
CONTINGENCY/RESERVES	0.00	0.00	10,498.30	0.00	0.00	-10,498.30	0.0
Expenditures	374,085.00	374,258.00	364,755.80	57,040.00	0.00	9,502.20	97.5
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	9,315.00	9,142.00	-134,199.14	-45,256.90	0.00	143,341.14	-1,467.9
Change in Fund Balance:			-134,199.14				

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		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
For the Period: 7/1/2014 to 1/31/2015								
Fund Type: CPF CAPITAL PROJECTS FUNDS								
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	105,202.00	105,202.00	105,202.00	0.00	0.00	0.00	100.0
PROPERTY TAXES		105,202.00	105,202.00	105,202.00	0.00	0.00	0.00	100.0
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	87,700.00	87,700.00	51,181.70	2,664.00	0.00	36,518.30	58.4
3101	Property assessments-prior yr	780.00	780.00	471.88	0.00	0.00	308.12	60.5
ASSESSMENTS		88,480.00	88,480.00	51,653.58	2,664.00	0.00	36,826.42	58.4
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00								
Revenues		194,682.00	194,682.00	156,855.58	2,664.00	0.00	37,826.42	80.6
Expenditures								
Dept: 65 ROSSMOOR WALL								
Acct Class: 56 CONTRACT SERVICES								
5619	Bond Trustee	2,530.00	2,640.00	2,640.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES		2,530.00	2,640.00	2,640.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE								
5800	Principal	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	100.0
5801	Interest	14,935.00	14,935.00	14,935.00	6,525.00	0.00	0.00	100.0
DEBT SERVICE		79,935.00	79,935.00	79,935.00	6,525.00	0.00	0.00	100.0
ROSSMOOR WALL		82,465.00	82,575.00	82,575.00	6,525.00	0.00	0.00	100.0
Expenditures		82,465.00	82,575.00	82,575.00	6,525.00	0.00	0.00	100.0
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL		112,217.00	112,107.00	74,280.58	-3,861.00	0.00	37,826.42	66.3
Change in Fund Balance:				-30,921.42				

REVENUE/EXPENDITURE REPORT
January 2015 @ 58.34%

Page: 15
3/3/2015
9:10 am

Rossmoor Community

For the Period: 7/1/2014 to 1/31/2015		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Net Effect for GENERAL FUND		4,357.00	5,067.00	-93,641.44	-37,734.20	0.00	98,708.44	
Fund Type: SRF SPECIAL REVENUE FUNDS								
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	97,685.00	97,685.00	0.00	0.00	0.00	97,685.00	0.0
PROPERTY TAXES		97,685.00	97,685.00	0.00	0.00	0.00	97,685.00	0.0
Acct Class: 35 OTHER REVENUE								
3600	TRANSFER IN/OUT OTHER FUNDS	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
OTHER REVENUE		100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 00		197,685.00	197,685.00	0.00	0.00	0.00	197,685.00	0.0
Revenues		197,685.00	197,685.00	0.00	0.00	0.00	197,685.00	0.0
Expenditures								
Dept: 40 MONTECITO CENTER								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	10,957.00	10,956.69	0.00	0.00	0.31	100.0
CAPITAL EXPENDITURES		0.00	10,957.00	10,956.69	0.00	0.00	0.31	100.0
MONTECITO CENTER		0.00	10,957.00	10,956.69	0.00	0.00	0.31	100.0
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	67,000.00	128,768.00	33,688.61	0.00	0.00	95,079.39	26.2
CAPITAL EXPENDITURES		67,000.00	128,768.00	33,688.61	0.00	0.00	95,079.39	26.2
RUSH PARK		67,000.00	128,768.00	33,688.61	0.00	0.00	95,079.39	26.2
Dept: 65 ROSSMOOR WALL								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	20,000.00	19,300.00	10,026.25	4,642.50	0.00	9,273.75	51.9
CAPITAL EXPENDITURES		20,000.00	19,300.00	10,026.25	4,642.50	0.00	9,273.75	51.9
ROSSMOOR WALL		20,000.00	19,300.00	10,026.25	4,642.50	0.00	9,273.75	51.9
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	7,000.00	1,730.00	1,730.00	0.00	0.00	0.00	100.0
OPERATIONS AND MAINTENANCE		7,000.00	1,730.00	1,730.00	0.00	0.00	0.00	100.0
CAPITAL PROJECTS		7,000.00	1,730.00	1,730.00	0.00	0.00	0.00	100.0
Expenditures		94,000.00	160,755.00	56,401.55	4,642.50	0.00	104,353.45	35.1
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS		103,685.00	36,930.00	-56,401.55	-4,642.50	0.00	93,331.55	-152.7
Change in Fund Balance:				-56,401.55				
Net Effect for SPECIAL REVENUE FUNDS		103,685.00	36,930.00	-56,401.55	-4,642.50	0.00	93,331.55	
Grand Total Net Effect:		229,574.00	163,246.00	-209,961.55	-91,494.60	0.00	373,207.55	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: RESOLUTION NO. 15-03-10-01 RE: BOARD APPROVAL FOR THE SERVING OF ALCOHOL (BEER) AT THE ROSSMOOR COMMUNITY FESTIVAL

RECOMMENDATION:

Discussion and possible action regarding a resolution and guidelines for the serving of beer at the Rossmoor Community Festival in May of this year.

BACKGROUND:

At your meeting of February 10, 2015, you approved Ordinance No. 2015-01 and revision of Policy No. 6011 which authorized the dispensing and consumption of beer and/or wine at community events with approval of the Board by resolution. At your meeting of December 9, 2014, you approved the request of the Rossmoor Homeowners Association (RHA) for co-sponsorship of the Rossmoor Community Festival.

The RHA is now requesting Board approval for the consumption of beer at the upcoming Community Festival on May 1, 2015 in Rush Park. In order for the Community Festival to include the dispensing and consumption of alcohol, the RHA must first receive approval from the Board in the form of a resolution approving the dispensing and consumption of beer at this year's event.

The draft resolution prepared by General Counsel and ABC guidelines for this event are attached. Upon the Board's approval of the resolution, the RHA will be responsible for meeting all ABC and other agency requirements prior to issuance of the User Permit for the event.

Also attached is an executed copy of the Memorandum of Understanding (MOU) between the District and the RHA which spells out the respective responsibilities of the parties. The Board also approved the MOU at your meeting of December 9, 2014.

ATTACHMENTS:

1. Resolution No. 15-03-10-01.
2. Alcohol Beverage Control (ABC) License Information-Non-Profit Requests.
3. Memorandum of Understanding re: Rossmoor Community Festival.

RESOLUTION 15-03-10-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISPENSING OF ALCOHOL (BEER) AT THE MAY 3, 2015 ROSSMOOR COMMUNITY FESTIVAL

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

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

WHEREAS, the Rossmoor Homeowners Association (RHA) has received approval by the Board for co-sponsorship of the Community Festival on May 3, 2015.

WHEREAS, the Rossmoor Homeowners Association has requested approval for the possession and consumption of beer at the Community Festival.

WHEREAS, the Board of Directors desires to approve this request, subject to the conditions stated herein.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rossmoor Community Services District, that the possession, consumption and dispensing of beer at the Community Festival on May 3, 2015 is hereby authorized, provided, however, that the RHA first obtain any and all required licenses from the Alcohol Beverage Control Board (ABC) and present the same to the General Manager at least 30 days prior to May 3, 2015, and thereafter comply with all applicable laws, rules, regulations, and ordinances regarding alcoholic beverages and the use of District Property, and maintain in full force and effect general liability insurance naming the District as an additional insured in an amount of not less than \$1,000,000.00.

PASSED AND ADOPTED this 10th day of March, 2015

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____
William Kahlert, President

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District



ROSSMOOR COMMUNITY SERVICES DISTRICT

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

Alcohol Beverage Control (ABC) License Information

NON-PROFIT REQUESTS

Please read carefully prior to any ABC license request. If the group is unable to receive one of these items, the license will not be issued.

- The requesting group is solely responsible for receiving approval from the ABC District office located in Santa Ana. The District is not responsible for assisting applicant with forms. The following steps must be taken with the ABC prior to District issuance of a one day special license and **must be submitted to the ABC at least 30 days prior to scheduled event:**
 1. **ABC FORM 221**—Form 221 must be completed and can be found at <http://www.abc.ca.gov/forms/PDFSp.html>
 2. **PROOF OF NON-PROFIT STATUS**—Requesting group must show proof of non-profit status w/ a 501c() letter. Any type of non-profit will be accepted as long as the 501c() accompanies the application.
 3. **FEES**—Requestor must include check or money order with the request. The fees range from \$25 to \$100 and are outlined on the application.
 4. **SHERIFF APPROVAL**—Each request must also have Sheriff approval. There is a required PD signature on the application. The Sheriffs' ABC Detective will need to sign this.
 5. **PROPERTY OWNER APPROVAL**—A letter from the District (property owner) must also accompany the application.
 6. **PARK DIAGRAM**—Map of location where alcohol is to be served including
 - a. Fencing around alcohol consumption area
 - b. How alcohol consumption is going to be controlled
 - c. Ticket sales
 - d. Include as much information here as possible in order to ease the permitting process

Depending on the scope provided, ABC may require additional information or requirements from the requesting group prior to issuance of an alcohol license.

MEMORANDUM OF UNDERSTANDING
Rossmoor Community Festival

PREAMBLE

The Rossmoor Homeowners Association has coordinated an annual Community Festival (Festival) for over twenty years for the residents of Rossmoor and surrounding community. The Rossmoor Community Services District (District) Board and staff have supported the event. In more recent years, the District has assisted in event coordination, media and printing materials, day of implementation and assistance with the setup and cleanup of the event. Additionally, the District has provided the stage rental for the event and coordinated with the County and OCFA to insure special event permitting requirements were met and adhered to. The Festival shall be coordinated jointly by the District's Recreation Department and the RHA.

To ensure the success of the event, the implementation of an agreement, or, Memorandum of Understanding (MOU) is recommended. This shall be a standing agreement and the District shall recommend approval of the co-sponsorship annually as it conforms to the MOU.

The agreement should also serve as a means of documentation which can easily be accessed by RHA and District as Board and staff turnover. The following agreement outlines roles and responsibilities of the two parties.

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding: The Rossmoor Community Services District, and the Rossmoor Homeowners Association agree to the following:

ROSSMOOR COMMUNITY SERVICES DISTRICT

1. The District agrees to act as a cosponsor for the event. Details of the co-sponsorship are outlined in the below sections.

ROSSMOOR HOMEOWNERS ASSOCIATION

1. The RHA will make a reasonable effort to gather volunteers for the Festival committee as well as day of volunteers for setup, operations and cleanup.
2. The RHA agrees to submit a co-sponsorship request letter to the District's General Manager for inclusion in a Board agenda no less than six (6) months prior to festival.

DATE AND HOURS OF USE

1. The Festival will be held on the first Sunday in May and may begin as early as 10:00am and conclude no later than 5:00pm.

FESTIVAL COMMITTEE

1. The Festival Committee (Committee) shall be made up of members of the RHA Board, members of the community, volunteers, and District staff.
2. The Committee shall meet monthly commencing no later than the 3rd week in September. The District will provide a meeting place for Festival meetings.

PERMIT REQUIREMENTS

1. District staff will apply for all necessary County and OCFA permits however, RHA will provide a scope and event map to the District and any other requested items by the County for event approval.
2. RHA will be responsible for payment of permitting costs with the County and OCFA and any other required permitting costs (CHP for road closures, etc).

USE OF PREMISES

1. Outdoor Green Space

- a. All green space at Rush Park including fields one, two, three, green space in between fields, picnic areas A and B and the kitchen will be utilized for the event

2. Facility Use

- a. The RHA shall have use of the kitchen for storage of items and for operation of coffee/donuts/beverages/snacks. The RHA may access the kitchen as early as the Friday prior to the event.
- b. Use of the auditorium, east room and west room will not be available for use for the festival 7am to 12pm due to use by Calvary Church.

FEE WAIVER

1. District grants use on a co-sponsorship basis waiving all fees associated with use of Rush Park and kitchen for the event including days leading up the event for supply/equipment storage not to exceed Friday morning prior to event.

INSURANCE AND IMDEMNIFICATION

1. The RHA agrees to comply with the District's Insurance requirements as spelled out in Policy No. 6010.50—District Indemnification in which the RHA must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. The RHA agrees to provide the Certificate of Insurance and the Hold Harmless Agreement to the District on or before April 15 of each year prior to the Festival. A copy of Policy No. 6010.50 is attached hereto as Exhibit A and incorporated herein by this reference. A copy of the District's Hold Harmless Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

STAGE RENTAL

1. District agrees to schedule and to pay costs associated with rental of a stage for the event not to exceed \$2,000.

DAY-OF FESTIVAL ACTIVITIES

1. Setup/Cleanup

- a. District staff shall be available at 7:00am to open access to the kitchen and facility for setup.
- b. RHA shall be responsible for providing volunteers for the setup
- c. District staff shall be responsible for the maintenance and upkeep of the restrooms
- d. Both the District and RHA share the responsibility of keeping the park clean, emptying trash, etc.
- e. At least one District staff member will remain on-site for facility access until cleanup has concluded

2. Dog Parade

- a. The RHA agrees to coordinate and implement this Festival activity solely or by a 3rd party.

3. Car Show

- a. The RHA agrees to coordinate and implement this Festival activity

4. Stage Performances/Emcee/Sound Engineer

- a. The RHA agrees to schedule stage performance, Emcee and sound engineer for the duration of the Festival

5. Games/Rides/Bounce Houses

- a. The RHA agrees to coordinate and implement this Festival activity as well as provide staff/volunteers to monitor these activities

6. Vendor Fair

- a. The RHA agrees to coordinate and implement this Festival activity
- b. Vendors must bring their own canopies, tables and chairs, these items will not be provided by the District or setup by District staff
- c. Food, or samples of food or drink shall not be allowed to be distributed as part of the vendor fair.

7. Food

- a. The RHA shall be responsible for choosing food vendors and paying all necessary permitting costs with the Orange County Health Department (OCHD) or pass along costs to the food vendors. RCSD shall not be responsible for payment of food permit through the Health Department.
- b. District agrees to apply for Temporary Food Facility Permit through the OCHD for the sale of any food items operated out of the Rush Park Kitchen.

8. Ongoing Maintenance

- a. The District and RHA shall each be responsible for the ongoing maintenance, cleanliness and upkeep of Rush Park during Festival.

This MOU is entered into by the parties as an expression of agreement reached and by the action of the Rossmoor Board of Directors (Board) at their meeting of December 9, 2014. The term of this agreement is only subject to termination or modification by a formal action of the RCSD Board of Directors. Each party may request modification by requesting the Board to reopen negotiations stating reasons which are deemed irresolvable by other means. The Board shall act on such requests solely upon their discretion. In all cases, Board policy shall govern the operation of special events and use of District property.

RHA President



Date

1/13/15

RCSD General Manager



Date

12-10-14

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

6010.50 District Indemnification: Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility **must** sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

Groups requesting multiple dates of use and any applicants requesting to serve alcohol at Montecito Center must then provide a Certificate of Insurance naming the District as additional insured regardless of the size of the group. Applications will not be approved without the required Certificate of Insurance and Hold Harmless Agreement first being provided to the District. The term group as used in this policy includes all attendees whether they are participants, fans, observers, guests, or invitees of any nature whatsoever.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
INDEMNIFICATION FOR USE OF FACILITIES & PROPERTY**

I hereby certify that I am authorized to issue contracts on my own behalf or that of the organization listed which I represent. I further certify that I have read the rules, regulations, conditions and terms of the Rossmoor Community Service District's ("District") application for a User Permit. In consideration for my or my organization's use of the facilities and/or property owned or operated by the District as listed, I hereby agree on behalf of myself and my organization, if any, as follows:

1. That I and my organization will abide by all rules and regulations of the District and all other directives of the District.
2. That I and my organization will indemnify and hold harmless the District, its officers, agents, representatives and/or liability, including legal costs and attorneys' fees, that may result from any death or injury to persons or damage to property that may result from my or my organization's use of the facilities and/or property, whether such death or injury or damage to property is caused by the passive or active negligent act or omission of the District except that this indemnification shall not apply to any loss rising solely from the intentional or willful misconduct of the District.
3. That neither myself nor any one of my organization shall make any claim against the District, its officers, agents, representatives and/or employees for any injury or liability which I have indemnified the District.
4. That I personally and on behalf of my organization will conduct a reasonable safety inspection of the District facilities and/or property and all grounds, structures or buildings used by me and/or my organization immediately prior to use of the facilities and/or property, and will bring any conditions creating any hazard to the attention of appropriate District representatives.

User Permit# _____

Signature

Date

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: PROPOSED ORDINANCE AND REVISION OF POLICY RE:
ILLEGAL TREE REMOVAL/TREE TRIMMING

RECOMMENDATION:

Give first reading to proposed amendments to Policy No. 3028 Parkway and Rossmoor Median Tree Maintenance and proposed Ordinance No. 2015-02 relating to the enforcement of District policy for illegal tree removal/tree trimming.

BACKGROUND:

As requested by the Tree Committee, staff and General Counsel have formulated a draft ordinance and revised policy relating to the illegal trimming of parkway and median trees. Based on Board approval of Agenda Item D-2, it is requested that the Board give first reading to the revised policy and proposed ordinance.

Attached is the proposed ordinance and revised policy. Each of these have been prepared by General Counsel and are deemed to be appropriate for enforcement of District policies relating to the prohibition of illegal tree trimming of parkway and median trees As previously stated in Agenda Item D-2, monetary penalties will require a separate global ordinance.

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

ATTACHMENTS:

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

**DRAFT
ORDINANCE NO. 2015-02**

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

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

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

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

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

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

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

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

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

SECTION 2. Severability.

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

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

SECTION 3. Compliance with California Environmental Quality Act

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

SECTION 4. Effective Date.

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

SECTION 5. Publication.

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

Adopted by the Rossmoor Community Services District Board of Directors this 10th day of March, 2015.

President Bill Kahlert
Rossmoor Community Services District Board of Directors

Attested:

I hereby certify that the foregoing Ordinance is a true copy adopted by the Rossmoor Community Services District Board of Directors regular meeting held on Month 10, 2015 and signed by Board Secretary, _____, on March 10, 2015.

CURRENT

Rossmoor Community Services District

Policy

No. 3080

**PARKWAY AND ROSSMOOR WAY MEDIAN TREE
MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

CURRENT

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

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

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

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

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

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

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

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

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

3080.41 Valid reasons for removing trees:

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

CURRENT

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

3080.42 Non-valid reasons for removing trees:

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

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

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

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

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

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

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

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

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

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

3080.80 Enforcement of Policy:

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

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

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

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

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

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

CURRENT

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

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

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

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

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

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

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

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

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

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

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

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Rossmoor Community Services District

Policy

No. 3080

PARKWAY AND ROSSMOOR WAY MEDIAN TREE MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3080.41 Valid reasons for removing trees:

- A dead, rotting or seriously diseased tree that presents a danger of structural failure.
- Trees that present a hazard, such as a tree with weak roots, a tree with a split trunk or a tree with falling limbs that cannot be corrected with trimming.
- A diseased or insect infested tree that is a serious threat to nearby trees if removal is the best pest or disease control option.

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

3080.42 Non-valid reasons for removing trees:

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

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

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

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

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

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

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National Pollution Discharge Elimination System (NPDES) permit program as established and administered by the County of Orange or other applicable state or regulatory body.

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

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

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

3080.80 Enforcement of Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: ADOPTION OF FY 2015-2016 BUDGET CALENDAR

RECOMMENDATION:

Review and adopt FY 2015-2016 Budget Calendar

BACKGROUND:

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

ATTACHMENTS:

1. FY 2015-2016 Budget Calendar.
2. Policy No. 3020 Budget Preparation and Revision.

FY 2015-2016 BUDGET CALENDAR

Submit Budget Calendar to Board	March 10, 2015
Complete FY 2014-15 Estimates to Close by:	April 10, 2015
Complete Preparation of FY 2015-2016 Preliminary Budget by:	April 17, 2015
Review Preliminary Budget with Public Works/CIP Committee by:	April 24, 2015
Review Preliminary Budget with Budget Committee by:	April 30, 2015
Present Preliminary Budget to the Board	May 12, 2015
Board Adopts Appropriations Limit by Resolution	June 9, 2015
Public Hearing Notice is Published in Local Newspaper by:	June 18, 2015
Second Public Hearing Notice is Published in Local Newspaper by:	June 25, 2015
Final Budget is Submitted to Board for Adoption at a Public Hearing by Resolution	July 14, 2015
Final Date for Adoption of a Final Budget	August 11, 2015

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: March 10, 2015
To: Honorable Board of Directors
From: RCSD, General Manager
Subject: BROADCASTING AND PRODUCTION OF DISTRICT BOARD MEETINGS.

RECOMMENDATION:

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

BACKGROUND:

At your March 2013 Board meeting, the General Manager was authorized to enter into a new Agreement with Mr. Doug Wood for broadcasting and production of District Board meetings. Mr. Wood has been providing cost effective and quality services since March 2012.

The District now desires to enter into a new Agreement for future services with Mr. Wood. Mr. Wood is asking for increases for hourly rates for himself and his employees. Attached is an Agreement drafted by General Counsel and acceptable to Mr. Wood.

Sufficient funds have been identified to pay for this year's services.

ATTACHMENTS:

1. Current Agreement with Mr. Doug Wood for Broadcasting and Production of District Board Meetings.
2. Draft Agreement with Mr. Doug Wood for Broadcasting and Production of District Board Meetings.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 29th day of March, 2012, by and between the Rossmoor Community Services District, a public agency ("District") and Douglas Wood, an individual ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

District desires to engage Contractor to record, film, videotape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcast on the applicable public educational, and government ("PEG") channel and internet streaming on the District's website and other websites as may be determined by District ("Project").

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. For example, and not by way of limitation, Contractor represents and warrants that Contractor has all right, title, interest and any other permission or approval which may be necessary for the use of any and all equipment, vehicles and other materials which may be necessary for the performance of the Services.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding one (1) year from the date of full execution of this Agreement by both Parties, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the initial term of this Agreement for three (3) one (1) year extended terms, provided District

gives Contractor written notice of such election prior to the expiration of the initial or extended term, as applicable.

3.2 Responsibilities of Contractor.

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

3.2.2 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff at all reasonable times. For example, and not by way of limitation, District shall have the final and total control over the content, editing and final version of any and all recordings, filming, and videotaping as provided for under this Agreement.

3.2.3 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided herein.

3.2.4 Insurance.

3.2.4.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the

Agreement by Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

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

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District or Contractor may, by written notice to other party, terminate this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be

compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished documents, materials and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents, materials and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Ownership of Material All reports, information, data, film, videotape or other material given to, or prepared by or assembled by Contractor as part of the work or services under this Agreement ("Documents and Data") shall be the property of District. Contractor shall not disclose those Documents and Data to any other individual or organization without the prior written approval of District. Contractor represents and warrants that Contractor has the legal right to grant District permission to own and use any and all Documents and Data. District shall not be limited in any way in its ownership and use of the Documents and Data at any time.

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

Contractor: Douglas Wood

Attn: Douglas Wood

District: Rossmoor Community Services District

3001 Blume Dr.

Rossmoor, CA 90814

Attn: Henry Taboada, Consulting General Manager

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

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

3.4.5 Indemnification. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the

performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses.

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

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

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

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


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

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

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

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

DOUGLAS WOOD

By: 
Henry Taboada
Consulting General Manager

By: 
Douglas Wood

EXHIBIT "A"

Scope of Services

Record, film, videotape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcast on the applicable public educational, and government ("PEG") channel and internet streaming on the District's website and other websites as may be determined by District.

Two (2) camera broadcast quality production of the entire monthly regular meetings of the Board of Directors of the Rossmoor Community Services District.

Post production, post editing and assembly in order to create a finalized program.

The final version of the program shall be received by the District and/or made available for broadcasting on the PEG channel and the internet on a date which is not more than five (5) days from the date of the applicable meeting of the Board of Directors.

EXHIBIT "B"
COMPENSATION

Charge per day for use of equipment - \$500.00 per day
(Contractor shall be solely responsible for direct payment to the applicable party for use of said equipment.)

Estimated cost of transportation of equipment to and from Board meeting - \$120.00
(To be prepaid by submission of a bill by Contractor and a receipt for rental of vehicle after completion of service)

Engineer - \$25.00 per hour.
Estimated cost of hours for an average meeting – 10 hours x \$25.00 per hour = \$250.00.
(1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1 hour drop off.)

1st Camera Operator - \$15.00 per hour.
Estimated cost of hours for an average meeting 10 hours x \$15.00 per hour = \$150.00.
(1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1 hour drop off.)

2nd Camera Operator - \$120.00 per shift.
Estimated cost of hours for an average meeting 8 hours x \$15.00 per hour = \$120.00.
(3 hours setup, 4 hours meeting, 1 hour pack up.)

\$1,140.00 per meeting

\$ 1,140

PROPOSED
ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICE AGREEMENT

1. PARTIES AND DATE

This Agreement is made and entered into this day of March 10, 2015 by and between the Rossmoor Community Services District, a public agency (“District”) and Douglas Wood, an individual (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS

2.1 Contractor

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

2.2 Project

District desires to engage Contractor to record, film video tape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcasts on the applicable public educational, and government (“PEG”) channel and internet streaming on the District’s website and other websites as may be determined by District (“Project”).

3. TERMS

3.1 Scope of Services and Term

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. For example, and not by way of Limitation, Contractor represents and warrants that Contractor has all right, title, interest and any permission or approval which may be necessary for the use of any and all equipment, vehicles and other materials which may be necessary for the performance of the Services.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding three years from the date of full execution of this Agreement by both Parties,

unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the initial term of this Agreement for three(3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the initial or extended term, as applicable.

3.1 Responsibilities of Contractor

3.2.1 Control and Payment of Subordinates; Independent Contractor.

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

3.2.2 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff at all reasonable times. For example, and not by way of limitation, District shall have the final and total control over the content, editing and final version of any and all recordings, filming, and videotaping as provided for under this Agreement.

3.2.3 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulation in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard to care provided herein.

3.2.4 Insurance

3.2.4.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: Insurance Services Office Business Auto Coverage from number CA 0001, code 1 (any auto); and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (2) *workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Contractor shall submit to District in the form approved by District, a monthly statement for services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

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

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District or Contractor may, by written notice to other party, terminate this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished documents, materials and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents, materials and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Ownership of Material. All reports, information, data, film, videotape or other material given to, or prepared by or assembled by Contractor as part of the work or services under this Agreement (“Documents and Data”) shall be the property of District. Contractor shall not disclose those Documents and Data to any other individual or organization without the prior written approval of District. Contractor represents and warrants that Contractor has the legal right to grant District permission to own and use any and all Documents and Data. District shall not be limited in any way in its ownership and use of the Documents and Data at any time.

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

Contractor: **Douglas Wood**
4115 Lawin Avenue
Cypress, CA 90630
Attn: Douglas Wood

District: Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90814
Attn: General Manager

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

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

3.4.5 Indemnification. Contractor shall defend, with counsel acceptable to District, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

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

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

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

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

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

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

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

DOUGLAS WOOD

By: _____

By: _____

APPROVED AS TO FORM.

By: _____

Tarquin Preziosi
General Counsel

**EXHIBIT
“A”**

Scope of Services

Record, film, videotape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcast on the applicable public educational, and government (“PEG”) channel and internet streaming on the district’s website and other websites as may be determined by District.

Two (2) camera broadcast quality production of the entire monthly regular meetings of the Board of Directors of the Rossmoor Community Services District.

Post production, post editing and assembly in order to create a finalized program.

The final version of the program shall be received by the District and /or made available for broadcasting on the PEG channel and the internet on a date which is not more than five (5) days from the date of the applicable meeting of the Board of Directors.

Exhibit B Compensation

	Current	2015-2016 %Changed		2016-2017 %Changed		2017-2018 CPI Rate
Charge per day for use of equipment Contractor shall be solely responsible for direct payment to the applicable party for use of said equipment	\$500	\$500	0%	\$500	0%	TBD
						TBD
Estimated cost of transportation of equipment to and from Board Meeting	\$120	\$120	0%	\$120	0%	TBD
Storage	\$132	\$144	6%	\$144	0%	TBD
Engineer - \$25.00 per hour Estimated cost of hours for an average meeting 12 hours x \$25.00 per hour =	\$300	\$321	7%	\$343.47	7%	TBD
1 st Camera Operator - \$15.00 per hour Estimated cost of hours for an average meeting : 10 hours x \$15.00 per hour= (1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1 hour drop off.)	\$150	\$160.50	7%	\$171.74	7%	TBD
2 nd Camera Operator - \$15.00 per hour Estimated cost of hours for an average meeting: 8 hours x \$15.00 per hour = (3 hours set up, 4 hours meeting, 1 hour pack up.)	\$120	\$128.40	7%	\$137.39	7%	TBD
Audio Board and Computer Graphics Operator: Estimated cost of hour for an average meeting. 8 hours x \$15.00 per hour= (3 hours set up, 4 hours meeting, 1 hour pack up)	\$120	\$128.40	7%	\$137.39	7%	TBD
Meeting Total	\$1,442.00	\$1,502.30		\$1,553.98		
Total Increase Monthly		\$60.30	4%	\$51.68	3%	
Annual (12 Board Meetings per year)		\$18,027.60		\$18,647.77		
Total Increase Annually		\$723.60	4%	\$620.17	3%	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: THE YOUTH CENTER SUMMER PROGRAM -PARTNERING PROPOSAL-
ROSSMOOR PARK.

RECOMMENDATION:

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

BACKGROUND:

The Youth Center has successfully provided an annual Summer Day Camp Program at Rossmoor Park since 1988. They are proposing a 11-week program beginning June 15th and continuing through August 28th. The program is normally conducted Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m. which requires Board approval.

As a non-profit organization the Youth Center is not able to provide these programs without a waiver of the current rental fees for the Rossmoor Park Community Room and Kitchen. It has been a goal of the Board to develop recreational programs that are a benefit to the community. The Youth Center is an organization that can assist the District in not only developing such programs, but also in providing programs on a continuing basis. Thus the annual waving of rental fees serves as the District's contribution to these worthy programs.

As a recurring program, the District and the Youth Center have agreed to enter into a three-year Cooperative Agreement which spells out the respective responsibilities of the parties subject to Board approval of Agenda Item D-3.

ATTACHMENTS:

1. January 16, 2015 Letter from The Youth Center re: Summer Program-Rossmoor Park.
2. Summer Day Camp Brochure.
3. Three-year Cooperative Programming Agreement.

January 16, 2015

10909 Oak St., Los Alamitos, CA 90720 (562)493-4043 Fax (562) 596-4747

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

Subject: Summer Program - Rossmoor Park

Dear Mr. Ruth:

Once again, on behalf of our Board of Directors, staff and the hundreds of young people served by the Rossmoor Park Summer Day Camp programs, I wish to express our gratitude to you and the RCSD Board of Directors for the continued commitment to our 26-year partnership.

Summer Camp 2014 was very successful and we received many complements on incorporating learning opportunities along with traditional recreational activities. For Summer Camp 2015 we have planned to enhance the program even further while maintaining its high quality and affordable rates. We have enclosed last year's promotional booklet for your review. This year we will add more sports activities to keep the campers active and healthy! The rates for the camp have been the same for the past 5 years and we can offer it to our local families because of your support.

Please allow this letter to act as a formal request for use of Rossmoor Park facilities for the Youth Center/Rossmoor Community Services District Summer Day Camp program in 2015. We specifically request the use of the following areas so as to facilitate safe and successful activities:

- Snack Shack
- Outside perimeter around the building
- Outside Restrooms (for participants)
- Interior Restrooms (for staff) – required by county
- Large interior room.

We propose to deliver a total of eleven weeks of day-camp programming beginning Monday, June 15th and running through Friday, August 28th. In preparation for the program we would begin transporting supplies the week of June 8th and hold staff training at the site, including the large room, on Saturday, June 13th. In preparation and stocking the snack bar for the camp we would kindly request to use the kitchen on Friday June 12th through Sunday June 14th.

In the past three years you granted permission for us to run the program from 7:00am to 7:00pm and thereby meet the needs of parents who must drive some distance to work. We propose to repeat this practice with the caveat that, in an effort to avoid unnecessary noise, we would keep the children inside until 8:00am.

Again, we deeply appreciate your partnership with us!

Very truly yours,



Lina Lumme
 Executive Director

Thank you so much for your ongoing support!



Rossmoor Community Services District &

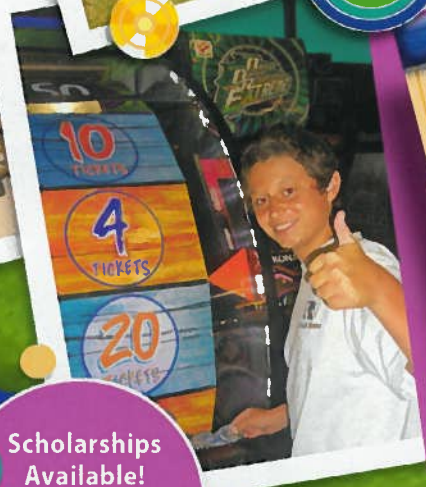
The Youth Center

Rossmoor Park DAY CAMP

For Kids Ages 5 to 12

TEEN CAMP

For Teens Ages 12 to 16



**MORE
CAMP
FOR LESS
COIN**

Scholarships Available!
FREE CAMP T-SHIRT
when you register by June 1st!

TheYouthCenter.org

Summer '14



Rossmoor Community Services District &

The Youth Center

ROSSMOOR PARK DAY CAMP

For Kids Ages 5 to 12

It would be hard to find this much fun and flexibility in another summer camp at such an affordable price! Our recreational program offers ten weeks of on-site activities, sports, entertainment and special events. When you add enriching field trips, pool excursions and a trip to the beach, your kids will be experiencing a summer they'll never forget!

Choose daily or weekly camp dates from
June 16 - August 22, 2014

Basic Program Hours:

Monday - Friday: 9:00 a.m. - 4:00 p.m.

Extended Hours:

Monday - Friday:
7:00 a.m. - 7:00 p.m.



Introducing:
Mini Campers Club

Free introduction to day camp for three and four year olds Wednesdays 4-5 p.m.***

We cut the cost,
NOT THE FUN!

Our Happy Campers Enjoy:

- Organized Games
- Awesome Arts & Crafts
- Special On-Site Activities*
- Sport Clinics
- Summer Olympics
- Healthy Snack Bar
- A Trip to Seal Beach**
- Dress Up Days With Prizes
- High Supervision Ratios:

Adult leader (18+) to participant ratio: 10 to 1
Youth leader (14 -17) to participant ratio: 10 to 1
Combined leader to participant ratio: 5 to 1

*See right side for more details.
**Additional charge applies.
***See back panel for more details.

Here's how we've made camp more affordable:

- No fee increases
- \$10 discount for the first and second siblings enrolled.
- Reasonably priced field trips
- Scholarships are available
- Save \$15 - Register before June 1st and get a free t-shirt!

Check out our **DAILY RATES** for even greater scheduling flexibility.



Parent Orientation Night at The Youth Center

Tuesday, June 10, 2014 from 6:00 p.m. - 7:00 p.m.

Detailed camp information and payment procedures will be discussed.



Action-packed activities & trips

Field Trips

Archery: Campers will learn and practice the Olympic sport of archery on the scenic grounds of El Dorado Park.

Angels Baseball: Camp counselors will take 'em out to the ball game at Angels Stadium to watch the Angels play the Toronto Blue Jays.

Battleship Iowa: Highlights of "The World's Greatest Naval Ship" include large caliber gun exhibits, The Captain's Cabin, and the Admiral's bridge.

Discovery Science Center: A visit to the leading destination for hands-on science fun includes exhibits such as: Air & Space, Dynamic Earth, Digital Lab, & more.

Heritage Park: Frolic about on 15 scenic acres and cross the wooden bridge that transport you to Play Island.

Ice Skating at The Rinks in Lakewood: There's nothing more perfect than a cool ice rink on a hot summer day!

John's Incredible Pizza: An outrageously fun place to eat and play with over 100 of the latest games, unique rides and attractions.

Knott's® Berry Farm: On a visit to America's first theme park, kids will discover 160 acres of world-class rides, unique shows, and one-of-a-kind attractions.

Knott's® Soak City: Kids explore acres of intense water adventures including the tube slides, wave pool, lazy river and Pacific Spin.

Lakewood Mayfair Park & Pool: Swimmers can take a dip in the big, refreshing pool while adventurers hit the playground. - (Lifeguard is on duty)

Pump It Up: Gigantic inflatable slides, bounce houses, obstacle courses and more entertain kids in a private, indoor arena.

Skate Depot: Cerritos' premiere indoor roller rink really knows how to get the party started!

Sky High Sports: Whether kids like to flip forward or backward they will flip out when they bounce around Sky High's trampoline floors and walls.



On-Site Activities

International Adventures: Campers will "travel" to countries around the world, learn interesting facts, sample ethnic foods, play games, and create crafts unique to each country.

Wet 'n' Wild Fridays: Get soaked with a water balloon toss, water limbo, Slip 'N Slide and more!

Wheels Days: Campers circle the park on their scooters, skateboards or bikes.

Sports Clinics & Summer Olympics: Each week kids will get a chance to win gold, silver or bronze medals while learning to play different sports including archery, flag football, tennis and more!

Puppy Party: Campers will hold, pet and play with fun-loving, cute puppies.

Awesome Arts & Crafts, Dress Up Days, and a healthy snack bar, too!



SUMMER PLANNING CALENDAR '14

Day Camp basic hours: Mon. - Fri., 9:00 a.m. - 4:00 p.m. Extended camp hours: 7:00 a.m. - 7:00 p.m.

	Monday	Tuesday	Wednesday	Thursday	Friday
JUNE	La Crosse Clinic 16 <i>"Bounce Into Summer"</i> BOUNCE HOUSE International Adventures: GREENLAND	Optional Field Trip: 17 LAKEWOOD MAYFAIR PARK & POOL 11:30 a.m. - 3:30 p.m. Balloon Popping Contest	Optional Field Trip: 18 ARCHERY AT EL DORADO PARK (USA Olympic Committee Instructors) 10:00 a.m. - 2:30 p.m.	Wheels Day 19 Bring your bike, skateboard, scooter or skates to camp. Don't forget your helmet! Rock Sculpture Day <i>Pajama Day</i>	Kids Night Out* 20 Includes movie at Rush Park: "Frozen (Singalong version)" 6:00 - 10:00 p.m. WATER DAY!
	23 International Adventures: ANCIENT GREECE Flag Football Clinic	Optional Field Trip: 24 SKY HIGH SPORTS 11:00 a.m. - 2:00 p.m. Marshmallow Tower contest	Optional Field Trip: 25 ICE SKATING AT THE RINKS 9:30 p.m. - 1:30 p.m.	 Treasure Hunt 26 <i>Joga Day</i>	Football Game 27 WATER DAY!
JULY	30 International Adventures: ACROSS AMERICA Baseball Clinic	Optional Field Trip: 1 BATTLESHIP IOWA 1:00 p.m. - 4:00 p.m. Best Photo Caption Contest	Optional Field Trip: 2 ROLLER-SKATING 11:30 a.m. - 4:00 p.m.	All American POTLUCK 3 Baseball Game <i>Red, White & Blue Day</i>	HAPPY 4th of July! 4 Camp Closed
	7 International Adventures: SOUTH AFRICA Archery Clinic	Optional Field Trip: 8 ARCHERY AT EL DORADO 10:00 a.m. - 2:30 p.m. Design a Monster Contest	Optional Field Trip: 9 ANGELS BASEBALL GAME Angels vs. Blue Jays 11:00 a.m. - 4:30 p.m.	 WATERMELON EATING CONTEST 10 Make your own mask <i>Cheetah Print Day</i>	 Summer Olympic Games 11 GIANT WATER SLIDE DAY!
	14 International Adventures: ISRAEL Volleyball Clinic	Optional Field Trip: 15 KNOTT'S BERRY FARM 9:30 a.m. - 5:00 p.m. Patriotic Contest	Optional Field Trip: 16 SEAL BEACH (Sandcastle Contest) 10:00 a.m. - 3:00 p.m. Pull String Art	Wheels Day 17 Bring your bike, skateboard, scooter or skates to camp. Don't forget your helmet! Gaga Ball Game <i>Twin Day</i>	Kids Night Out* 18 Includes movie at Rush Park: "Cloudy With a Chance of Meatballs 2" 6:00 - 10:00 p.m. Volleyball Game WATER DAY!
	21 International Adventures: AUSTRALIA Horseshoe Clinic	Optional Field Trip: 22 DISCOVERY SCIENCE CENTER 11:15 p.m. - 4:30 p.m. Collage Contest	Optional Field Trip: 23 ROLLER-SKATING 11:30 a.m. - 4:00 p.m.	 TALENT SHOW 24 <i>Animal Dress Day</i>	Horseshoes 25 WATER DAY!
	28 International Adventures: RUSSIA Tennis Clinic	Optional Field Trip: 29 SOAK CITY 9:00 p.m. - 5:00 p.m. Hotdog Eating Contest	Optional Field Trip: 30 PUMP IT UP 12:00 p.m. - 4:00 p.m.	EGGstra SPECIAL HUNT 31 <i>Mismatch Day</i>	Tennis Match 1 WATER DAY!
AUGUST	4 International Adventures: ITALY Archery Clinic	Optional Field Trip: 5 ARCHERY AT EL DORADO 10:00 a.m. - 2:30 p.m. Creative Writing Contest	Optional Field Trip: 6 JOHN'S INCREDIBLE PIZZA (Includes lunch) 12:00 p.m. - 4:00 p.m.	 PUPPY PARTY 7 <i>Crazy Hair Day</i>	 Summer Olympic Games 8 WATER DAY!
	11 International Adventures: MEXICO Soccer Clinic	Optional Field Trip: 12 SKY HIGH 11:00 a.m. - 2:00 p.m. Jump Rope Contest	Optional Field Trip: 13 LAKEWOOD MAYFAIR PARK & POOL 11:30 a.m. - 3:30 p.m.	Wheels Day 14 Bring your bike, skateboard, scooter or skates to camp. Don't forget your helmet! <i>Crazy Sombrero Day</i>	Kids Night Out* 15 Includes movie at Rush Park: "The Lego Movie" 6:00 - 10:00 p.m. Soccer Game WATER DAY!
	18 International Adventures: CHINA Basketball Clinic	Optional Field Trip: 19 HERITAGE PARK 10:00 a.m. - 3:00 p.m. Cup Stacking Contest	Optional Field Trip: 20 ROLLER-SKATING 11:30 a.m. - 4:00 p.m.	"Bounce Back to School" BOUNCE HOUSE 21 <i>Wear Red Day</i>	POTLUCK 22 Basketball Game WATER DAY!

*Optional Youth Center sponsored evening activity. Additional fee required.

The Youth Center / Summer Day Camp Registration Form

Please use a separate registration form for each child to be enrolled.

Last name _____ First name _____ DOB ____/____/____ School _____
 E-mail _____ Work ph. () _____ Cell ph. () _____
 Parent: Last name _____ First name _____ Address _____
 City _____ State _____ Zip _____ Emergency contact _____ Ph. () _____

It's easy! Choose weekly or daily, basic or extended hours, add field trips and subtract any discounts!
 All onsite activities included in price.

WEEK OF	WEEKLY RATE Basic 9 a.m. - 4 p.m. Extended 7 a.m. - 7 p.m.	DAILY RATE Basic 9 a.m. - 4 p.m. \$25 Extended 7 a.m. - 7 p.m. \$30 Select the days and program you need	ADD ON FIELD TRIPS	DISCOUNTS for weekly campers Minus \$10/week for second or third sibling.	WEEKLY TOTAL (Pay in full, if desired)	DEPOSITS REQUIRED** (\$25 per camp week, field trips & daily rate due in full.)
June 16- June 20	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Lakewood Mayfair Park & Pool \$12 <input type="checkbox"/> Archery at El Dorado Park \$25	\$____	\$____	\$____
June 23- June 27	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Sky High Sports \$19 <input type="checkbox"/> Ice Skating & Rentals \$16	\$____	\$____	\$____
June 30- July 3 Camp closed July 4th	<input type="checkbox"/> Basic \$80 <input type="checkbox"/> Extended \$105	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Battleship Iowa \$15 <input type="checkbox"/> Roller Skating & Rentals \$16	\$____	\$____	\$____
July 7- July 11	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Archery at El Dorado Park \$25 <input type="checkbox"/> Angels Baseball Game (Includes free visor) \$22	\$____	\$____	\$____
July 14- July 18	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Knott's Berry Farm \$35 (w/pass \$15) <input type="checkbox"/> Seal Beach \$10	\$____	\$____	\$____
July 21- July 25	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Discovery Science Center \$19 <input type="checkbox"/> Roller Skating & Rentals \$16	\$____	\$____	\$____
July 28- August 1	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Soak City \$35 (w/pass \$15) <input type="checkbox"/> Pump It Up \$17	\$____	\$____	\$____
August 4- August 8	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Archery at El Dorado Park \$25 <input type="checkbox"/> John's Incredible Pizza & Lunch \$19	\$____	\$____	\$____
August 11- August 15	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Sky High Sports \$19 <input type="checkbox"/> Lakewood Mayfair Park & Pool \$12	\$____	\$____	\$____
August 18- August 22	<input type="checkbox"/> Basic \$99 <input type="checkbox"/> Extended \$124	Monday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Tuesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Wednesday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Thursday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____ Friday: <input type="checkbox"/> Basic <input type="checkbox"/> Extended \$____	<input type="checkbox"/> Heritage Park \$10 <input type="checkbox"/> Roller Skating & Rentals \$16	\$____	\$____	\$____
Sub-totals					\$____	\$____
T-shirts: (required for field trips) 2014 shirt: ____ x \$15.00 = ____ <i>Register before June 1st and receive one FREE t-shirt!</i>					\$____	\$____
Totals					\$____	\$____

Balance of weekly tuition is due at The Youth Center or at camp site by Wednesday of the week prior to attending.

Enroll online at:

TheYouthCenter.org

*Field trips are limited to the first 60 participants. Last minute registration subject to availability.

**Space is limited. Deposits guarantee space but are neither refundable nor transferable to other weeks or program elements. Failure to pay balance due by deadline will result in forfeiture of guaranteed space and loss of all deposits.

PAYMENT METHOD: CASH CHECK VISA/MC

Card no. _____ Exp. date _____

Signature _____

Teen Day Camp Registration

Please use a separate registration form for each child to be enrolled.

ALL INCLUSIVE CAMP FEE!

All field trips, daily activities, transportation and supervision are included in camp fees.

Participant: Last name _____ First name _____ Cell phone () _____
 DOB / / Age _____ E-mail _____ School your child attends: _____
 Parent: Last name _____ First name _____ Address _____
 _____ City _____ State _____ Zip _____ Work/Cell phone () _____
 Emergency contact: Name _____ Phone () _____

CAMP SCHEDULE, TUITION & DEPOSITS | Each week requires a \$50 non-refundable, non-transferable deposit. Deposit guarantees enrollment and is applied to weekly tuition.

WEEK OF	PICK YOUR PROGRAM: <small>Basic (10 a.m. - 4 p.m.) or extended* (7 a.m. - 7 p.m.) for the same low price!</small>	FIELD TRIP INFORMATION	DEPOSIT <small>(Applied to weekly tuition)</small>	BALANCE DUE
June 16- June 20	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Boomers (Trip date: Tuesday, June 17) Santa Monica Pier (Trip date: Thursday, June 19)	\$50	\$ _____
June 23- June 27	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Universal Studios (Trip date: Tuesday, June 24) Crystal Cove Tide Pools (Trip date: Thursday, June 26)	\$50	\$ _____
June 30- July 3 <small>(Camp closed on July 4)</small>	<input type="checkbox"/> Basic \$199 <input type="checkbox"/> Extended	Battleship Iowa, San Pedro (Trip date: Tuesday, July 1) Mulligan Family Fun Center (Trip date: Wednesday, July 2)	\$50	\$ _____
July 7- July 11	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Color Me Mine (Trip date: Tuesday, July 8) Angels vs. Blue Jays (Trip date: Wednesday, July 9)	\$50	\$ _____
July 14- July 18	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Knott's® Berry Farm (Trip date: Tuesday, July 15) K-1 Speed (Trip date: Thursday, July 17)	\$50	\$ _____
July 21 July 25	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Knott's® Soak City (Trip date: Tuesday, July 22) O.C. Fair (Trip date: Thursday, July 24)	\$50	\$ _____
July 28- August 1	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Disneyland® (Trip date: Tuesday, July 29) Nickel! Nickel! (Trip date: Thursday, July 31)	\$50	\$ _____
August 4- August 8	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Catalina Island (Trip date: Tuesday, August 5) Sky High Sports (Trip date: Thursday, August 7)	\$50	\$ _____
August 11- August 15	<input type="checkbox"/> Basic \$249 <input type="checkbox"/> Extended	Whale Watching/Long Beach Harbor (Trip date: Tuesday, Aug. 12) Nickel! Nickel! (Trip date: Thursday, August 14)	\$50	\$ _____

*Extended campers begin and end their day at Rossmoor Park.

Balance of weekly tuition is due at The Youth Center or at camp site by Wednesday of the week prior to attending. Failure to meet deadline will result in forfeiture of guaranteed space and loss of all deposits.



Registration can be faxed, mailed or dropped off at: The Youth Center, 10909 Oak St., Los Alamitos, CA 90720
 Ph. (562) 493-4043 Fax (562) 596-4747

Sub-totals	\$ _____	\$ _____
T-shirts: (required for field trips) 2014 shirt: _____ x \$15.00 = _____	\$ _____	\$ _____
Totals		

Enroll online at:
TheYouthCenter.org

PAYMENT METHOD: CASH CHECK VISA/MC

Card no. _____ Exp. date _____

Signature _____

Basic Program Hrs:

Mon. - Fri.:
10:00 a.m. - 4:00 p.m.

Extended Hrs:

Mon. - Fri.: 7 a.m. - 7 p.m.



RCSD &  The Youth Center

It's no wonder

TEEN'S LOVE OUR CAMP They help plan it!

Teen Camp for ages 12 to 16 yrs.

Nine 1 wk. sessions: June 16-August 15, 2014

If your kids are 12 or over and have a sense of adventure, sign them up for our all-inclusive, weekly teen camp! Our campers are constantly on-the-go enjoying sports, outdoor activities and field trips galore! Your child's personal interests are considered as kids help choose activities for the week each Monday morning. Days begin and end at Rossmoor Park. Sign up early as space is limited to 15 participants per week.



- BOWLING
- CYCLING
- KAYAKING
- ARCADES
- BASKETBALL
- DODGEBALL 
- BEACH DAYS
- ICE SKATING 
- SOCCER
- MOVIES
- FIELD TRIPS
- AND MORE!

*Parent
Orientation
Night*

Tues., June 10
6 to 7 p.m. at
The Youth Center





The Youth Center

10909 Oak St., Los Alamitos, CA 90720
(562) 493-4043

This brochure was partially sponsored by:



TREND OFFSET PRINTING
CALIFORNIA • TEXAS • FLORIDA

All our camps have extended
hours from 7 a.m. - 7 p.m.
for flexibility!

Ages
3-4 yrs.
old

Introducing the **MINI-CAMPERS CLUB**

FREE hour long introduction to summer
camp every Wednesday 4-5 p.m.

Now 'lil kids have a chance to try camp on for size! Our Mini-Campers Club welcomes children ages three to four to Youth Center Summer Day Camp at Rossmoor Park every Wednesday from 4:00 p.m. to 5:00 p.m. They will experience a full hour of crafts, sports and playtime supervised by our experienced staff. This is sure to be a popular way to introduce the younger set to camp so be sure to pre-register as the fun is limited to 50 mini-campers.

Register at TheYouthCenter.org

"Elise has so many wonderful memories from Teen Camp. She looked forward to going every day and was happy to be able to go on so many fun field trips and do so many activities."
- David Chalfant, parent



TEEN CAMPERS
Reserve your spot early!
Teen Camp's popularity is growing, and enrollment is limited to 15 participants per week. For more information see inside.

**FREE
CAMP
T-SHIRT**
when you register
before June 1st!

COOPERATIVE PROGRAMMING AGREEMENT

BETWEEN

ROSSMOOR COMMUNITY SERVICES DISTRICT AND

LOS ALAMITOS YOUTH CENTER

This Agreement (“Agreement”) is made and entered into this day of _____ by and between Rossmoor Community Services District (“District”), and Los Alamitos Youth Center (“Youth Center”), a non-profit organization. The District and Youth Center are sometimes referred to in this Agreement, each individually as a “Party,” or collectively, as the “Parties.”

RECITALS

WHEREAS, the Rossmoor Community Services District owns the property located at 3232 Hedwig Road, Rossmoor (“Community Center”);

WHEREAS, The parties hereto desire to make available to the residents of Rossmoor and other individuals a Rossmoor Park Summer Day Camp program and After School Program in an economical and efficient manner;

WHEREAS, The Youth Center has operated the Day Camp at the Rossmoor Park Community Center since 1988;

WHEREAS, The District and Youth Center have the mutual interest in providing the Rossmoor Park Summer Day Camp and After School Program at the Rossmoor Park Community Center;

NOW, THEREFORE, DISTRICT AND YOUTH CENTER AGREE AS FOLLOWS:

1. THE PROGRAM

- 1.1 The Rossmoor Park Summer Day Camp and After School Program (collectively, the “Joint Program”) shall be coordinated jointly by the Recreation Department of the District and the Youth Center.

2. AGREEMENT

- 2.1 District grants the Youth Center a non-exclusive license (“License”) to utilize the Community Center, and Community Center patio, kitchen, and Picnic Site C (“Premises”) for its summer day camp program for the term of the License. The District also grants the use of the

Community Center and Community Center patio (“Premises”) by use of the Youth Center for its After School Program for the term of the License. Youth Center’s license shall be used in accordance with the Scope of Services indicated on Exhibit A, attached hereto and incorporated by this reference and the terms and conditions set forth herein below. Youth Center shall not use the Premises in any manner contrary to the terms of this Agreement without District’s prior written consent.

2.2 No Leasehold. No legal title or leasehold interest in the Premises is created or vested in Youth Center by the grant of this License.

3. FEE WAIVIER

3.1 District grants use on a co-sponsorship basis waiving all fees associated with use of the Community Center and kitchen during the hours depicted in Schedule of Use indicated on Exhibit B, attached hereto and incorporated by this reference.

4. TERM & TERMINATION

4.1 The operating term of this License shall be from _____ to _____. This term shall automatically renew each year for a period of three (3) years. This Agreement, and the License granted hereunder, may be terminated by District at any time upon giving 90 days written notice to Youth Center. Youth Center may terminate this Agreement upon giving 90 days written notice to District. This Agreement, and the License granted hereunder, are not transferable or assignable by Youth Center to any other person or entity without the prior written consent of District.

4.2 This Agreement, and the License granted hereunder, may be terminated by the District immediately based upon a breach by Youth Center of any of the terms and conditions of this Agreement.

5. MUTUAL RESPONSIBILITIES

5.1 Approval of the Joint Program between the District and the Youth Center shall be by mutual agreement of the District and the Youth Center.

- 5.2 The District and Youth Center shall each be responsible for the ongoing maintenance and upkeep of their respective facilities used for the Joint Program.

6. USE OF PREMISES

- 6.1 Schedule of Use. Youth Center shall comply with the Schedule of Use. District reserves the right to use, sublease, or license the Premises to third parties. Youth Center is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the District and agrees to indemnify and hold District harmless for any such changes to the Schedule of Use.
- 6.2 No Unlawful Uses. Youth Center shall only be permitted to use the Premises for day camp and after school activities and programs and Youth Center agrees not to use the Premises for any immoral or unlawful purpose.
- 6.3 Preservation of Insurance. Youth Center shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.
- 6.4 Vacating Premises. On or before the effective date of termination of this License, Youth Center shall vacate the Premises, remove all of Youth Center's personal property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of District.
- 6.5 No Waste or Nuisance. Youth Center shall not commit any waste or any public or private nuisance upon the Premises.
- 6.6 Legal Compliance. Youth Center shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use the Premises.
- 6.7 Water Preservation. Youth Center shall make every effort to conserve water use in times of drought.
- 6.8 Appropriate Attire. Youth Center shall maintain appropriate dress code for providing Recreation activities.

7. HOURS OF USE

- 7.1 Youth Center agrees to use the facility in accordance with Schedule of Use.
- 7.2 Requests for additional hours of use for staff trainings/activities may be granted with written approval from the District within 30 days of scheduled of scheduled event.

8. RESPONSIBILITY OF THE DISTRICT: The responsibility of the District shall be as follows:

- 8.1 The District agrees to bear the financial cost of maintaining the facility
- 8.2 The District shall be responsible for paying costs of utilities and janitorial services for the Premises.
- 8.3 The District agrees to repair, or schedule repair for the cost of repairing damage to the Facility during period of use by the Youth Center, where such damage may be attributed to ordinary or reasonable use of the facility.
- 8.4 District agrees to provide carpet cleaning supplies for Youth Center's utilization
- 8.5 District agrees to review proposed monthly calendar of activities submitted by Youth Center After School program staff
- 8.6 District agrees to review monthly program evaluations submitted by the Youth Center to determine if responsibilities of the Youth Center are met as outlined in Agreement.
- 8.7 The District agrees to cooperate with the Youth Center in the distribution of informational materials about Joint Programs.
- 8.8 District agrees to coordinate a dumpster rental for the last day of Day Camp for Youth Center to dispose of additional trash items.

9. RESPONSIBILITY OF THE YOUTH CENTER: The responsibility of the Youth Center shall be as follows:

- 9.1 Youth Center agrees to provide staffing for day camp and after school activities and programs and pay all costs associated with employment of staff. A minimum of two staff shall be provided and compensated daily for the After School program. A minimum ratio of one staff for every ten children shall be required for Day Camp.
- 9.2 Youth Center agrees to clean facility and patio areas daily or as needed as outlined in Attachment C Scope of Services.
- 9.3 Youth Center agrees to provide the District with a proposed after school program activity calendar by the 15th of every month
- 9.4 Operate the Facility during posted hours of operation.
- 9.5 On a monthly basis, the Youth Center agrees to provide the District with a monthly summary of activities and programs offered the previous calendar month including number of attendees.
- 9.6 Youth Center agrees to adopt the principles of a sound risk management program. Whenever possible, risk shall be avoided. All Youth Center officers, and employees exercising rights granted by this License on behalf of Youth Center or pursuant to this License shall have background checks, and CPR/AED certified at the sole expense of Youth Center.
- 9.7 Youth Center agrees to properly train and supervise staff and volunteers and pay for any additional off-site Recreation trainings that would benefit staff and/or volunteers.
- 9.8 The Youth Center agrees, at their sole cost and expense, to repair any damage that occurs to the Facility during period of use by the Youth Center, except where such damage may be attributed to ordinary or reasonable use of the facility.
- 9.9 Youth Center agrees to defend, indemnify and hold the District harmless as more fully set forth in Section 10, below.

10. INDEMNITY

10.1 Youth Center shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with the Festival and/or Youth Center's use of District property hereunder or Youth Center's failure to comply with any of its obligations continued in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find Youth Center's legal counsel unacceptable, then Youth Center shall reimburse the District its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Youth Center shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

10.2 The requirements as to the types and limits of insurance coverage to be maintained by Youth Center as required by Section 11, below and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Youth Center pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INSURANCE

Youth Center, at its own expense, shall obtain and maintain in effect at all times during the term of this License the following insurance policies:

11.1 Workers Compensations Insurance as required by law. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the District, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 11.2 Commercial or Comprehensive General Liability Coverage. The Youth Center shall maintain commercial or comprehensive general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 11.3 Automobile Liability Coverage. The Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 11.4 Endorsements. Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by District, and shall be endorsed as follows. Youth Center also agrees to require all contractors, and subcontractors to do likewise.
- 11.4.1 "The District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the Youth Center."
- 11.5 This policy shall be considered primary insurance as respects the District, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with this policy.
- 11.6 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- 11.7 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.
- 11.8 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected or appointed officers, officials, employees, agents, or volunteers.
- 11.9 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the District.
- 11.10 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center and/or District arising out of the use of District property under this Agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.
 - 11.11 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, the Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - 11.12 The Youth Center shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.
 - 11.13 Failure on the part of the Youth Center to procure or maintain required insurance shall constitute a material breach of this Agreement under which the District may terminate this Agreement and the License pursuant to Section 4, above.

12. MISCELLANEOUS

- 12.1 Entire Agreement. This Agreement, dated _____ contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be

ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

- 12.2 Applicable Law. This License shall be governed and interpreted in accordance with the laws of the State of California.
- 12.3 No Brokers. Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this License.
- 12.4 Counterparts. This License may be executed in multiple counterparts each of which shall be deemed an original for all purposes.
- 12.5 The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

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

District: District Manager of RCSD
3001 Blume Drive
Rossmoor, CA 90720

Youth Center: Los Alamitos Youth Center
10909 Oak Street
Los Alamitos, CA 90720

Rossmoor Community Services District

By: _____

Name & title: _____

Los Alamitos Youth Center

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Tarquin Preziosi, General Counsel

Exhibit A: Scope Of Services

Use of Rossmoor Park for Youth Center's Summer Day Camp & After School Program

I. RECREATIONAL OFFERINGS

- A. The Youth Center staff shall be responsible for implementing planned Recreation activities with program participants while maintaining a safe play environment and promoting health and physical fitness.
- B. The ages for program participants shall be age five (5) to twelve (12). Volunteers must be age fourteen (14).
- C. The Youth Center may offer pre-planned drop-in activities for toddlers as part of their program offerings.

II. PREVENTATIVE MAINTENANCE

- A. The Youth Center shall be responsible for cleaning Community Room, kitchen and patio area daily as follows;
 - Cover picnic tables daily
 - No food or drink allowed inside Community Room
 - Trash pick-up hourly or as needed
 - Vacuum daily
 - Windex windows/doors daily
 - Empty trash daily
 - Clean kitchen daily
- B. It is required restrooms are cleaned daily and deep cleaned on Fridays
- C. Fridays the patio area shall be hosed down
- D. Following the conclusion of Day Camp, the Youth Center agrees to schedule and pay for the patio area to be pressure washed and the carpet professionally cleaned.

III. ELECTRONIC DEVICES

- A. The Youth Center shall implement appropriate electronic device policies for employees and to use sound judgment

Exhibit B: Schedule of Use

Use of Rossmoor Park for Youth Center's Summer Day Camp & After School Program

I. HOURS OF USE—SUMMER DAY CAMP

- A. The Youth Center will have use of the Rossmoor Park Community Room (Community Room) for up to 11 weeks of the summer from 7:00am to 7:00pm. Setup may begin up to 5 days prior to the commencement of Summer Day Camp.
- B. The Youth Center will utilize the Community Room on a Saturday for their annual staff training not to conflict with the Annual LAGSL Tournament.
- C. On the 3rd Tuesday of each month, the Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowner's Association's regularly scheduled Board meetings
- D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.
- E. Youth Center will utilize inside facility from 7:00AM to 9:00AM and 5:00PM to 7:00PM daily. An additional 1 ½ to 2 hours of use will be jointly agreed to by Youth Center Directors and RCSD staff prior to commencement of Day Camp.

II. HOURS OF USE—AFTER SCHOOL PROGRAM

- A. The Youth Center will have use of the Community Room to coincide with the Los Alamitos Unified School District (LAUSD) Elementary School schedule.
- B. Program must be adapted to open early on Minimum days and conclude by 6:00pm Monday thru Friday
- C. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: SHAKESPEARE BY THE SEA -PARTNERING PROPOSAL-RUSH PARK.

RECOMMENDATION:

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

BACKGROUND:

Shakespeare by the Sea has successfully provided an annual Shakespeare event at Rush Park since 2009. They are proposing a two-day program on July 25 and 26 at 7:00 pm both days. The program is free to the public with attendance expected to be 500 persons each day.

No setup or staff support is required from the District for the performances. Recreation staff will of course be on duty on those days. The organization is only asking that the District assist with the acquisition of County permits, much like last year. This program, along with our Movies and Concerts in the Park is a major element of the District’s summer recreation program.

ATTACHMENTS:

1. Letter dated February 5, 2015 Letter from Shakespeare by the Sea.

LISA COFFI
Producing Artistic Director
lisa@shakespearebythesea.org

February 4, 2015

SUZANNE DEAN
Development Director
suzanne@shakespearebythesea.org

February 5, 2014

Board of Directors
MARGARET SULLIVAN
Board President
Retired, City of Los Angeles

Bill Kahlert, President, Board of Directors
Rossmoor Community Service District
3001 Blume Dr
Rossmoor, CA 90720

TONI MARTINOVICH
Board Vice President
Community Advocate

Dear Mr. Kahlert,

MADELEINE DRAKE
Real Estate Broker

Shakespeare by the Sea has scheduled admission free performances of *The Tempest* and *As You Like It* at Rush Park on July 25 and 26, 2015 at 7pm. We are happy to return for our 6th season of performances, and are expecting an average of up to 500 people each evening to attend.

LINDA ELLISON
Senn Delaney

Over the years, our productions have received rave reviews from audience members and critic alike. "The actors make it easy to follow the plot. Any 'stigma' about Shakespeare is swept away – very enjoyable!"—S. Jacobson, Carson and "A great chance to see a quality production for free." – *Daily Breeze*. We strive to offer high-quality productions and are fast becoming a "must-see" event and an annual outing for families.

CINDY KOHLMILLER
Northrop Grumman

Shakespeare by the Sea brings everything we need to execute the performances – the set, sound system, costumes, etc. However, we need help with the permits required this year.

DENCY NELSON
Directors Guild of America/
Community Advocate

We would like to request RCSD to co-sponsor the event by having the District coordinate required permits with the county.

JASNA PENICH
Malaga Bank

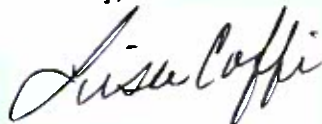
We'd be grateful to include RCSD as a co-sponsor of this event on our marketing materials. Please support us as we forge ahead.

RAY WOLFE
Consultant, GMAC

If you have any questions or need more information, please contact me by calling 310.619.0599. I look forward to hearing from you soon.

Mission: to bring new, contemporary
and classical works to underserved,
culturally diverse audiences in order to
ignite imagination, promote literacy and
encourage artistic expression.

Sincerely,



Lisa Coffi
Producing Artistic Director

Non Profit ID:
95-4785457

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-5

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: AUTHORIZE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR THE PURCHASE AND INSTALLATION OF A PERMANENT SHADE STRUCTURE AT RUSH PARK

RECOMMENDATION:

Authorize General Manager to execute Agreements with PORTERcorp for the purchase and installation of a permanent Poligon shade structure.

BACKGROUND:

The Public Works/CIP Committee met on February 23, 2015 and reviewed staff's recommendation to proceed with purchase and installation of a permanent shade canopy for Rush Park. The Committee voted 2-0 to recommend that the Board approve the project. The Board received a report from the Public Works/CIP Committee at Agenda Item D-1 on this Agenda recommending Board approval to proceed with the project.

Pending the Board's approval of Agenda Item D-1, it is requested that the General Manager be authorized to proceed with the purchase and installation of the shade structure. The total cost of the project is projected to cost \$43,000 with the addition of permit costs. There are sufficient monies in Fund 40 to pay for the cost of the project.

ATTACHMENTS:

1. Rush Park Permanent Picnic Shelter Project—Quote Comparison.
2. Quotation from PORTERcorp (Poligon) in the Amount of \$39,473.84 for the purchase and installation of the shade structure.
3. Project Rendering of Shade Structure.

ROSSMOOR COMMUNITY SERVICES DISTRICT

Rush Park Permanent Picnic Shelter Project—Quote Comparison

Manufacturer/Contractor	Capacity Under Canopy	Shelter Cost	Install Cost	Permits	Other (Freight, roofing material, tax)	Total Project Cost
Great Western Park & Playground (RCP)	Approx 125	\$16,080	\$31,593.75	\$3,500	\$15,055.60	\$66,229.35
Andersen Construction*		\$16,080	\$56,250	n/a	n/a	\$72,330.00
Poligon (PorterCorp)**	Approx 100	\$16,948	\$14,850	n/a	\$7,675.84	\$39,473.84

*Andersen Construction provided an install quote based on renderings provided by Great Western Park & Playground for the shelter. The intent was to gather a quote from a local contractor to install a pre-purchased shelter to reduce the costly install quotes previously received by the shelter manufacturers. Andersen estimated a \$1,000 permit cost not reflected in the above Total Project Cost.

**District staff has budgeted \$43,000 for Poligon (PorterCorp) for the Total Project Cost for the projected cost of the permits

PORTERCORP™

FRAME AND PANEL BUILDINGS

4240 N 136th Ave

Holland, MI 49424

Phone # 800-264-7225

E-mail sales@miracleplayground.com

Fax # 877-215-3869

Web Site www.poligon.com

QUOTATION

Date	Estimate #
2/19/2015	2067

Name / Address
Rossmoor Community Service District

-Purchase orders to be made out to PORTERcorp.
 -Purchase orders to be mailed/faxed to 9106
 Pulsar Ct #C, Corona Ca 92883 or -877-215-3869
 -Remittance Address: 4240 N 136th Ave Holland
 MI 49424

Project	Terms	Rep	FOB
Rush Park	Net 30	John	factory

Item	Description	Qty	Rate	Total
Poligon	Poligon Wood Shelter #WLG24x36TGMR - Wood frame 24' x 36' -Gable Style roof -Tongue & Groove sub roofing -Multi Rib metal roof	1	16,948.00	16,948.00T
Engineering	Wet Stamped Engineering including footings	1	250.00	250.00T
Freight	Commercial Freight	1	6,050.00	6,050.00

This quote is valid for 30 days.	Subtotal
This quote is valid for 30 days due to fluctuating steel and fuel costs. Acceptance signature above serves as authorization to order the items quoted and indicates acceptance of the listed payment terms. Signature above will not substitute for a purchase order, if a purchase order is required by customer.	Sales Tax (8.0%)
	Total

TERMS TO BE DETERMINED BY PORTERCORP UPON RECEIPT OF CREDIT APPLICATION. A DEPOSIT IS GENERALLY REQUIRED.

Signature _____

PORTERcorp™

FRAME AND PANEL BUILDINGS

4240 N 136th Ave

Holland, MI 49424

Phone # 800-264-7225

E-mail sales@miracleplayground.com

Fax # 877-215-3869

Web Site www.poligon.com

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 -Remittance Address: 4240 N 136th Ave Holland
 MI 49424

Project	Terms	Rep	FOB
Rush Park	Net 30	John	factory

Item	Description	Qty	Rate	Total
Installation	Installation of WLG24x36TGMR shelter to include: excavation of existing soil for footings, placement of concrete for footings, erection of shelter and roof supplied by manufacturer. Includes steel rebar cages per manufacturers footing recommendation. NOTE: there will be additional charges if there is not acceptable access. A minimum of 8'w x 15'h is required. All utilities must be clearly marked prior to work commencement. Excludes: demo of any existing shelter or concrete, concrete cutting, permits, storage of materials,	1	14,850.00	14,850.00
NJPA	All pricing is per the NJPA contract.		0.00	0.00

This quote is valid for 30 days.	Subtotal	\$38,098.00
This quote is valid for 30 days due to fluctuating steel and fuel costs. Acceptance signature above serves as authorization to order the items quoted and indicates acceptance of the listed payment terms. Signature above will not substitute for a purchase order, if a purchase order is required by customer.	Sales Tax (8.0%)	\$1,375.84
	Total	\$39,473.84

TERMS TO BE DETERMINED BY PORTERCORP UPON RECEIPT OF CREDIT APPLICATION. A DEPOSIT IS GENERALLY REQUIRED.

Signature _____





SUSTAINABLE DESIGN. Nature inspired.

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frame and roof colors

- square
- rectangle
- hexagon
- octagon
- bandshell
- custom
- shelter options
- stool shelters
- fabric shelters

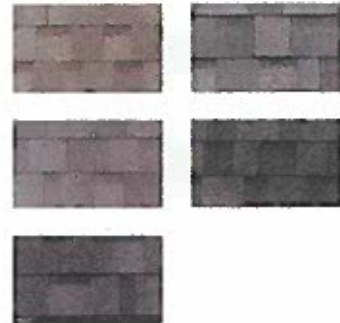


Colors shown are for reference only. Actual color may vary. Please request actual color samples for a true color representation at info@poligon.com



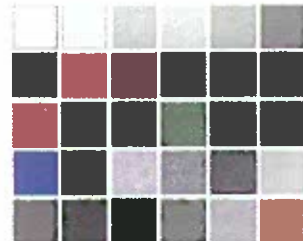
Select the swatches to color the roof and frame.

Shingle Roof Color



Multi-rib Roof Color

Evergreen

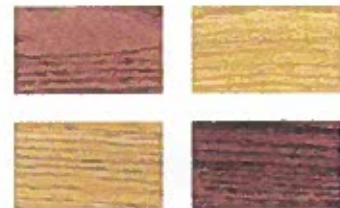


* Premium colors represented with an asterisk are available with a slight upcharge. Consult factory for pricing and lead time.

Frame and T&G Colors

Frame and T&G roofing comes unfinished. Stain choices are optional.

Gunstock #231



Poligon Wood Shelter Specification Form

by **PORTERCORP**
 PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
 www.poligon.com 616-399-1963

Low Pitched Gable Wood Shelter **WLG**

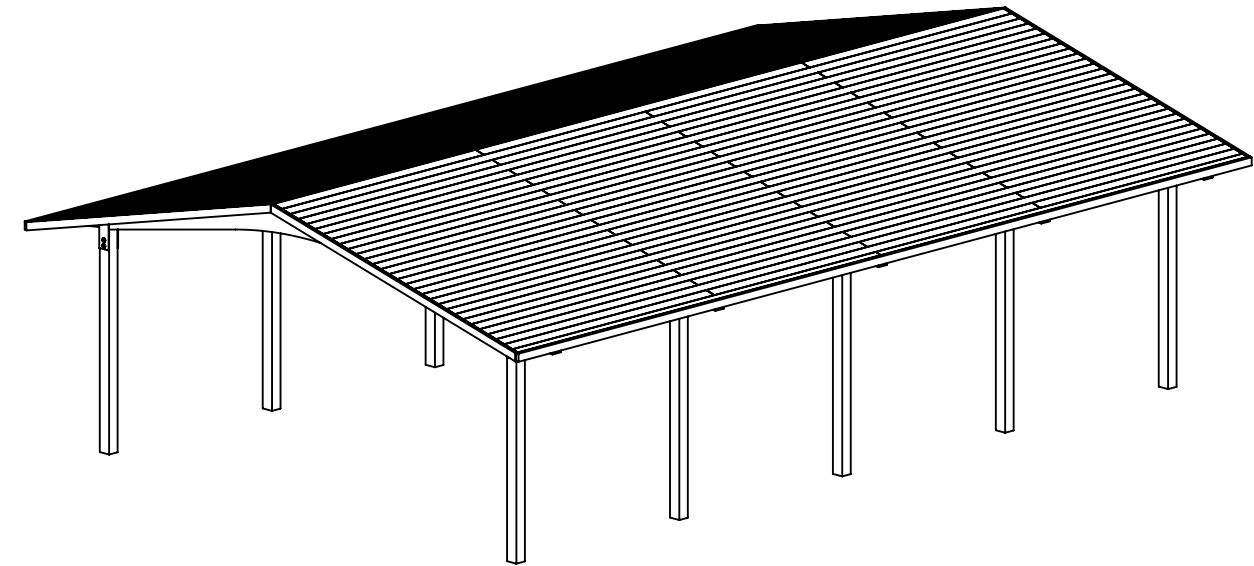
PROJECT NAME: _____
 PROJECT LOCATION: _____
 CUSTOMER NAME: _____
 E-MAIL: _____
 COMPANY: _____
 ADDRESS: _____
 ADDRESS 2: _____
 CITY: _____
 STATE: _____ ZIP: _____
 PHONE: _____ FAX: _____
 SEISMIC DESIGN: _____ BLDG CODE: _____

STANDARD WITH THIS BUILDING:

- Treated gluelam wooden columns
- Wooden trusses and purlins
- Structural steel, hot dip galvanized connection plates
- Hot dipped galvanized structural fasteners
- 2X6 SYP tongue and groove primary roof
- Asphalt shingles with felt and trim
- Pre-drilled plates and gluelams
- Embedded column
- 3:12 pitch
- 8'-0" under eave height
- 30 PSF snow load
- 120 MPH wind load

SELECT MODIFICATIONS TO A STANDARD:

- See website for multi-rib roof color choices and wood stain choices: www.poligon.com
- Kynar Multi-rib metal roof instead of asphalt shingles - Roof color: _____
 - Stained tongue and groove roof - Stain choice: _____
 - Stained columns and trusses - Stain choice: _____
 - Increase snow load: _____
 - Increase wind load: _____
 - Increase under eave height (up to 12'): _____
 - Substitute surface mount for embedded column



Standard Available Sizes

<input type="checkbox"/> WLG 16X20	<input type="checkbox"/> WLG 20X36	<input type="checkbox"/> WLG 24X44	<input type="checkbox"/> WLG 30X60	<input type="checkbox"/> WLG 40X44
<input type="checkbox"/> WLG 16X28	<input type="checkbox"/> WLG 20X44	<input type="checkbox"/> WLG 24X52	<input type="checkbox"/> WLG 36X36	<input type="checkbox"/> WLG 40X52
<input type="checkbox"/> WLG 16X36	<input type="checkbox"/> WLG 20X52	<input type="checkbox"/> WLG 30X36	<input type="checkbox"/> WLG 36X44	<input type="checkbox"/> WLG 40X60
<input type="checkbox"/> WLG 16X44	<input type="checkbox"/> WLG 24X28	<input type="checkbox"/> WLG 30X44	<input type="checkbox"/> WLG 36X52	<input type="checkbox"/> WLG 50X52
<input type="checkbox"/> WLG 20X28	<input type="checkbox"/> WLG 24X36	<input type="checkbox"/> WLG 30X52	<input type="checkbox"/> WLG 36X60	<input type="checkbox"/> WLG 50X60

Sheet Index

COVER SHEET / ORDER FORM
ELEVATION VIEWS
STRUCTURAL FRAME
COLUMN LAYOUT

See website for multi-rib roof color choices and wood stain choices.
www.poligon.com

SHELTER MODEL:
WOOD RECTANGLE
WLG

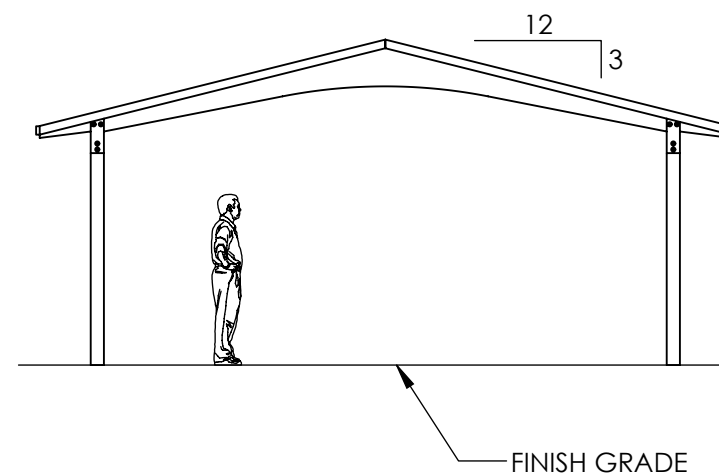
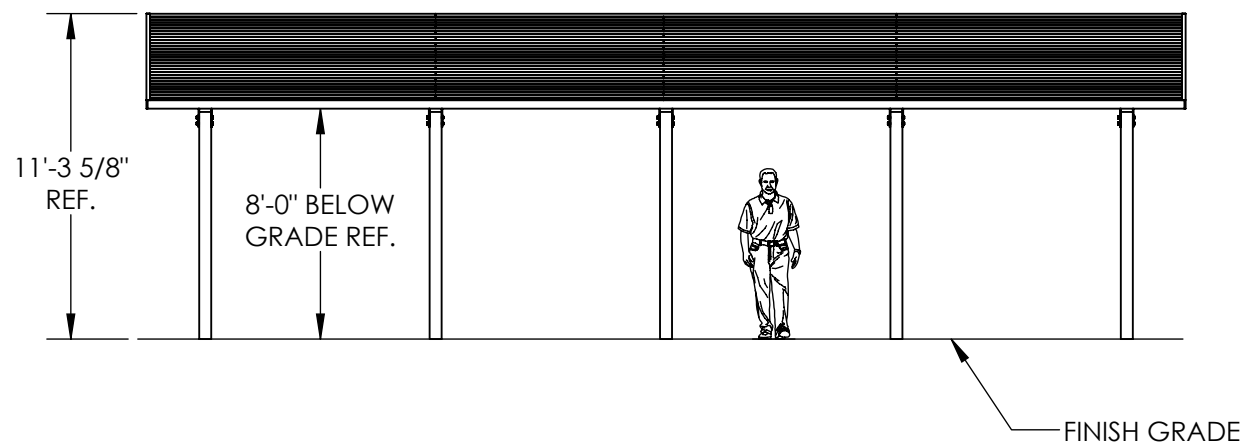
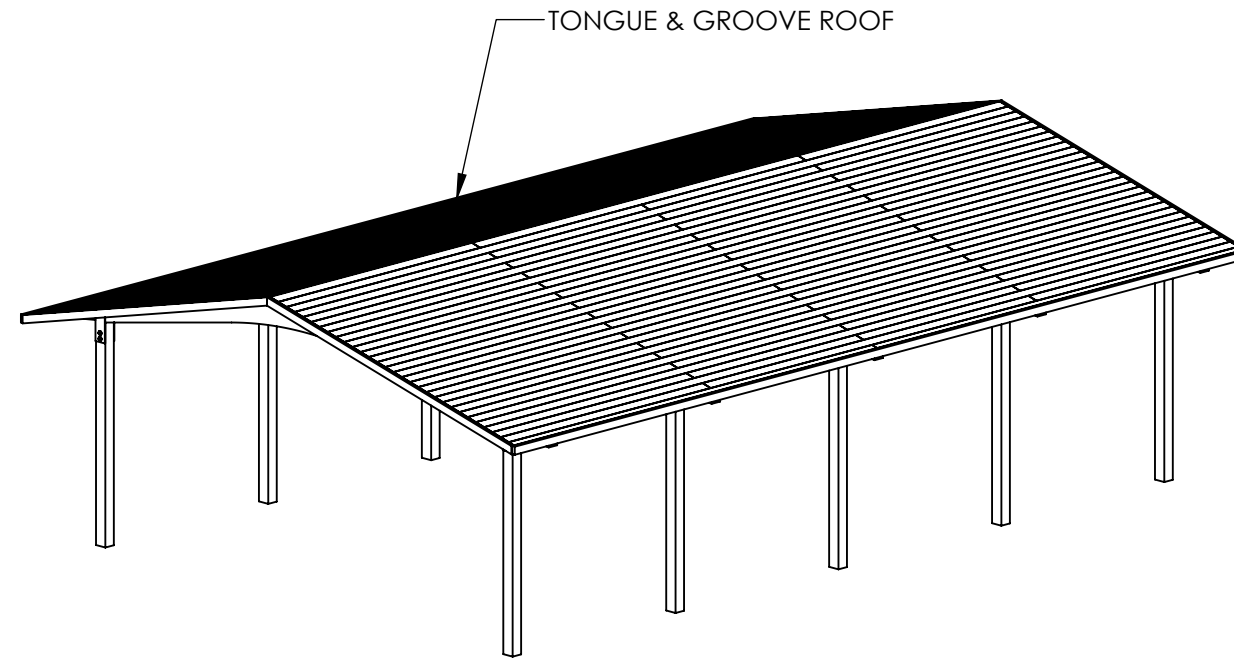
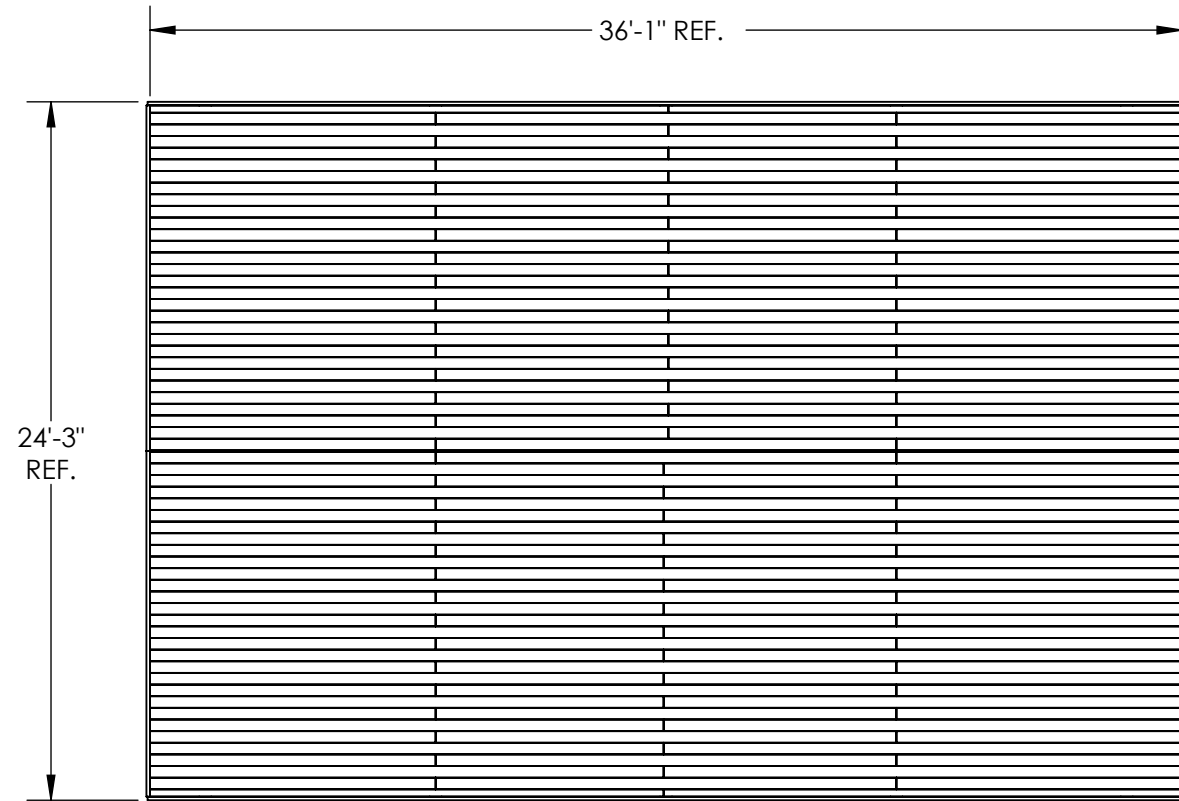
SCALE: 1:40 REV LEVEL: A DATE: 9/1/2011

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by **PORTERCORP**
 PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
www.poligon.com 616-399-1963

SHEET
COVER SHEET

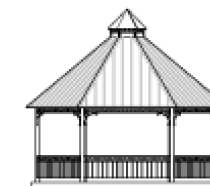
NOTE: THIS IS A
 PLANNING LEVEL DRAWING.
 THE STRUCTURE SHOWN IS SUBJECT TO
 ON-GOING DESIGN REVIEW AND
 UPDATE. EXPECT SOME CHANGES
 TO MATERIAL SIZES AND GENERAL
 DIMENSIONS. ONLY USE DRAWINGS
 PROVIDED WITH ENGINEERED
 STRUCTURES FOR CONSTRUCTION.



THIS SHELTER PROVIDES 864 SQ. FT. OF SHADE.

SHELTER MODEL:
WOOD RECTANGLE 24X36
WLG 24X36

SCALE: 1:80	REV LEVEL: A	DATE: 9/1/2011
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poligon[®]
 PARK ARCHITECTURE

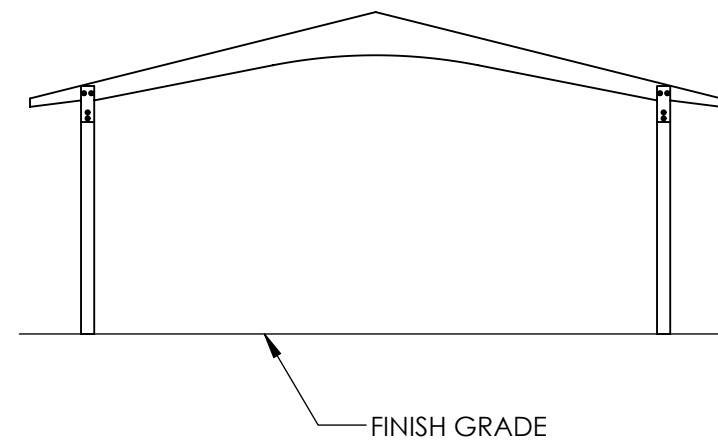
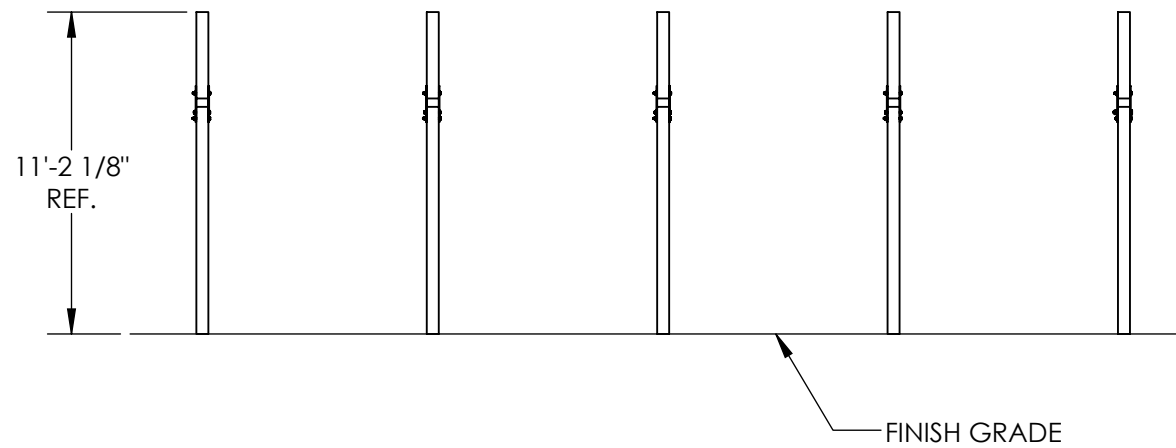
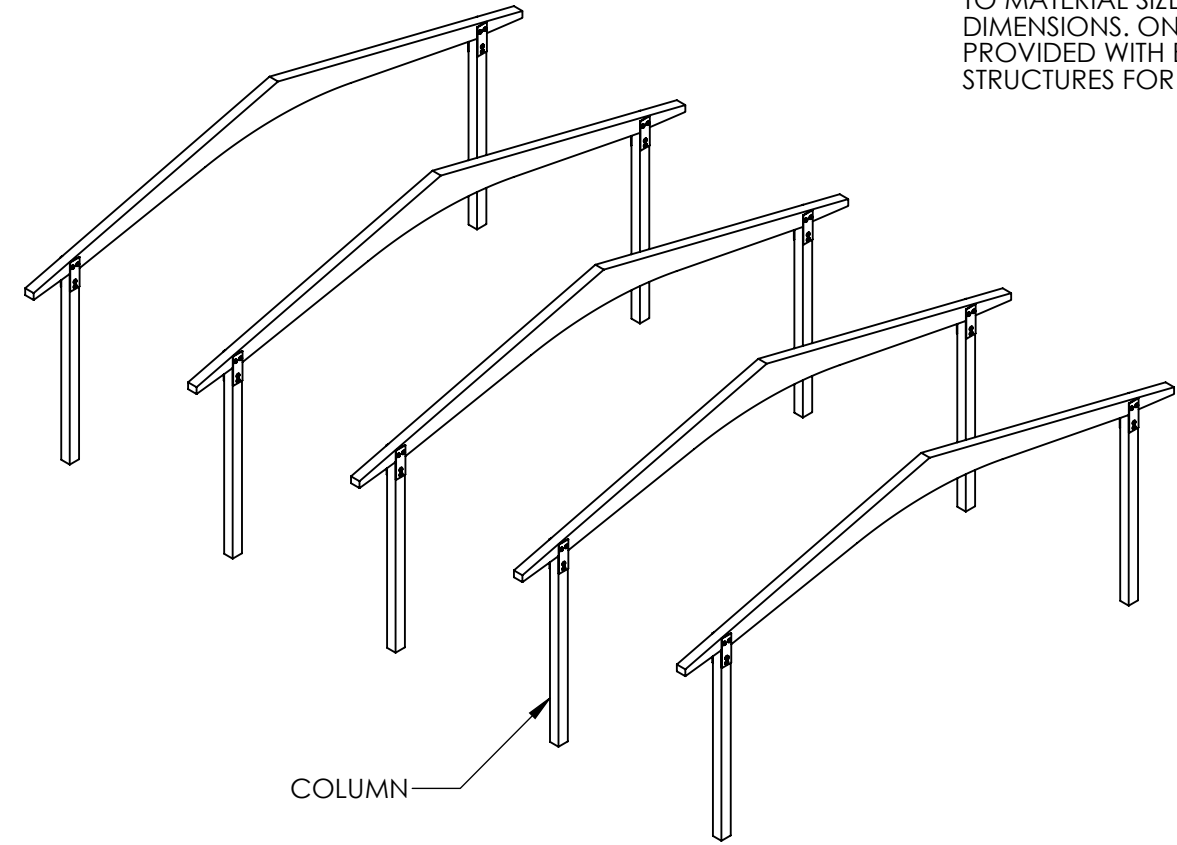
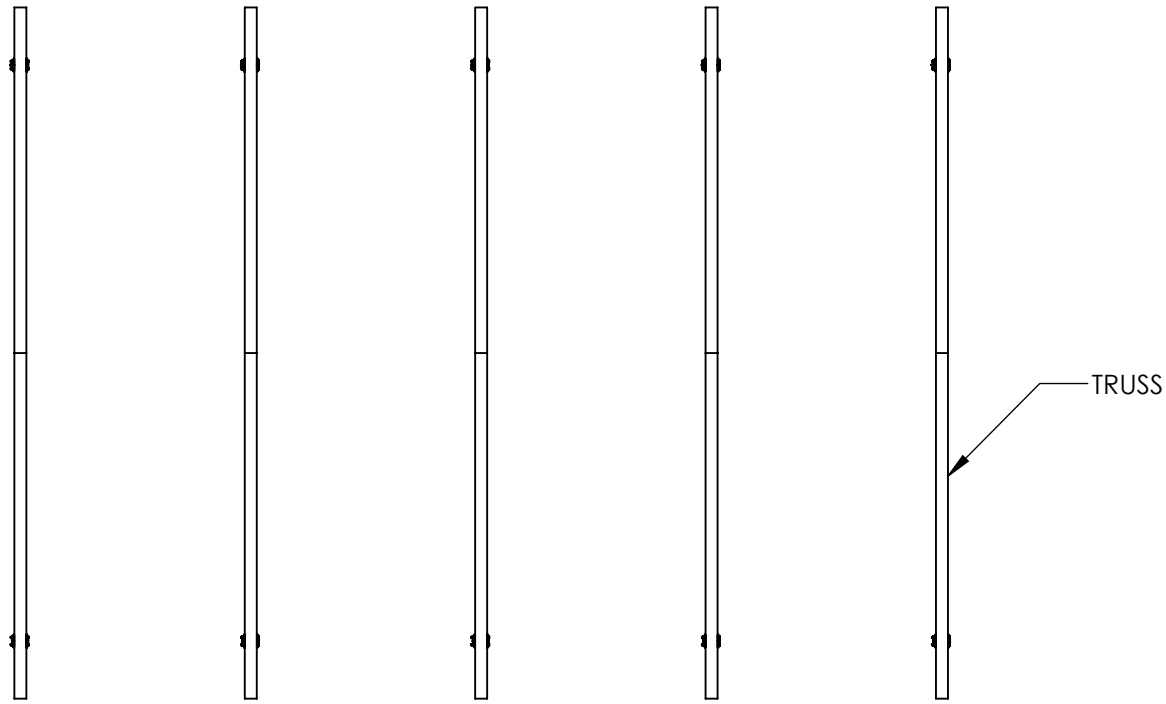
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by **PORTERCORP**
 PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
 www.poligon.com 616-399-1963

SHEET
ELEVATION VIEWS

NOTE: THIS IS A
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SHEET
FRAME VIEWS

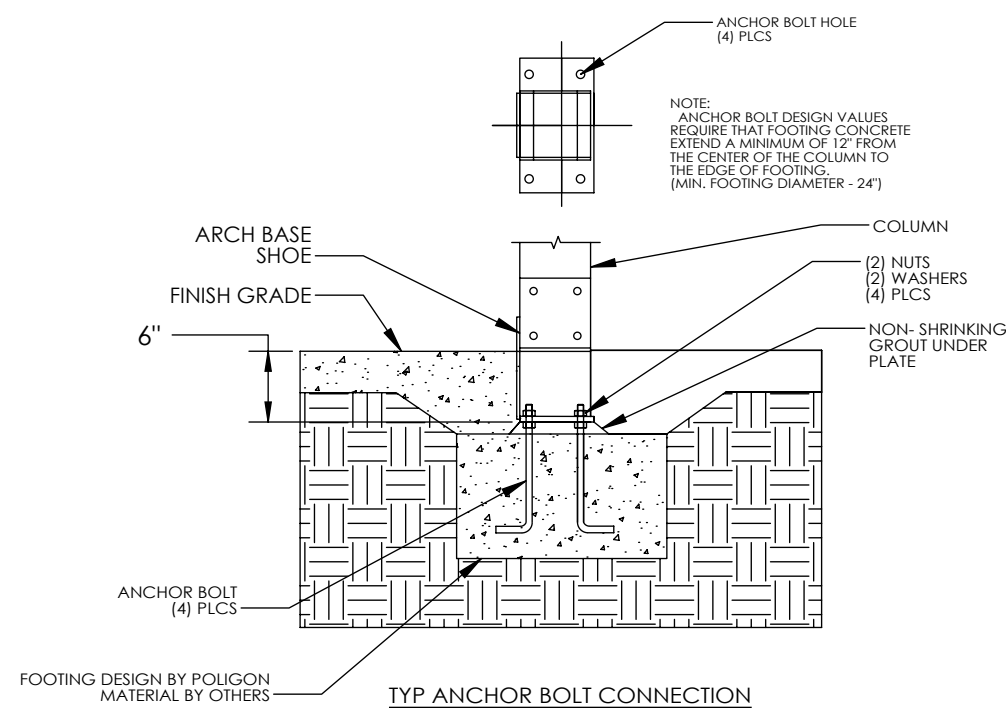
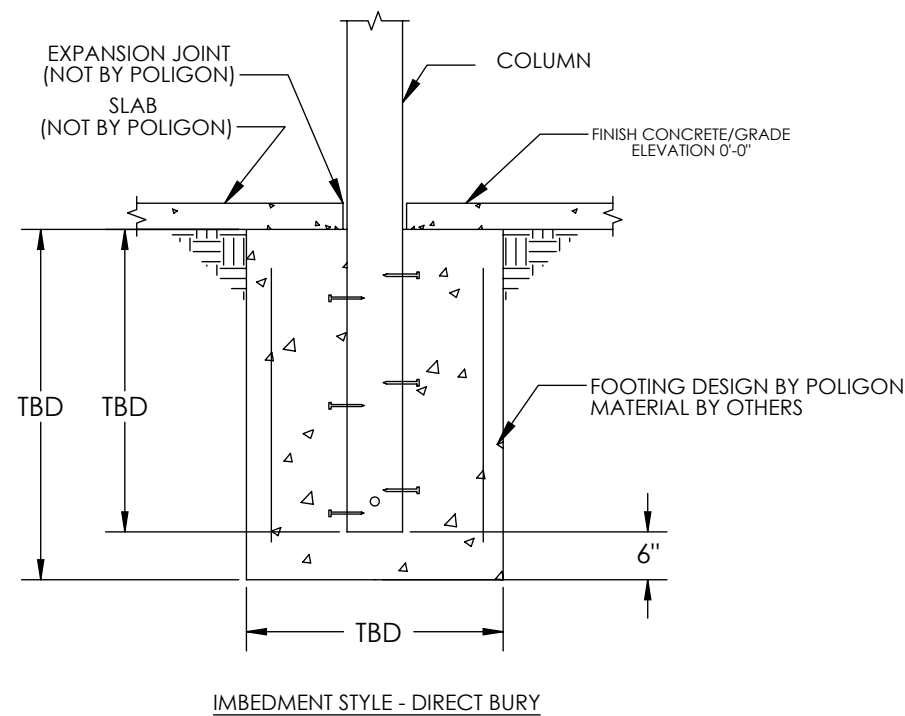
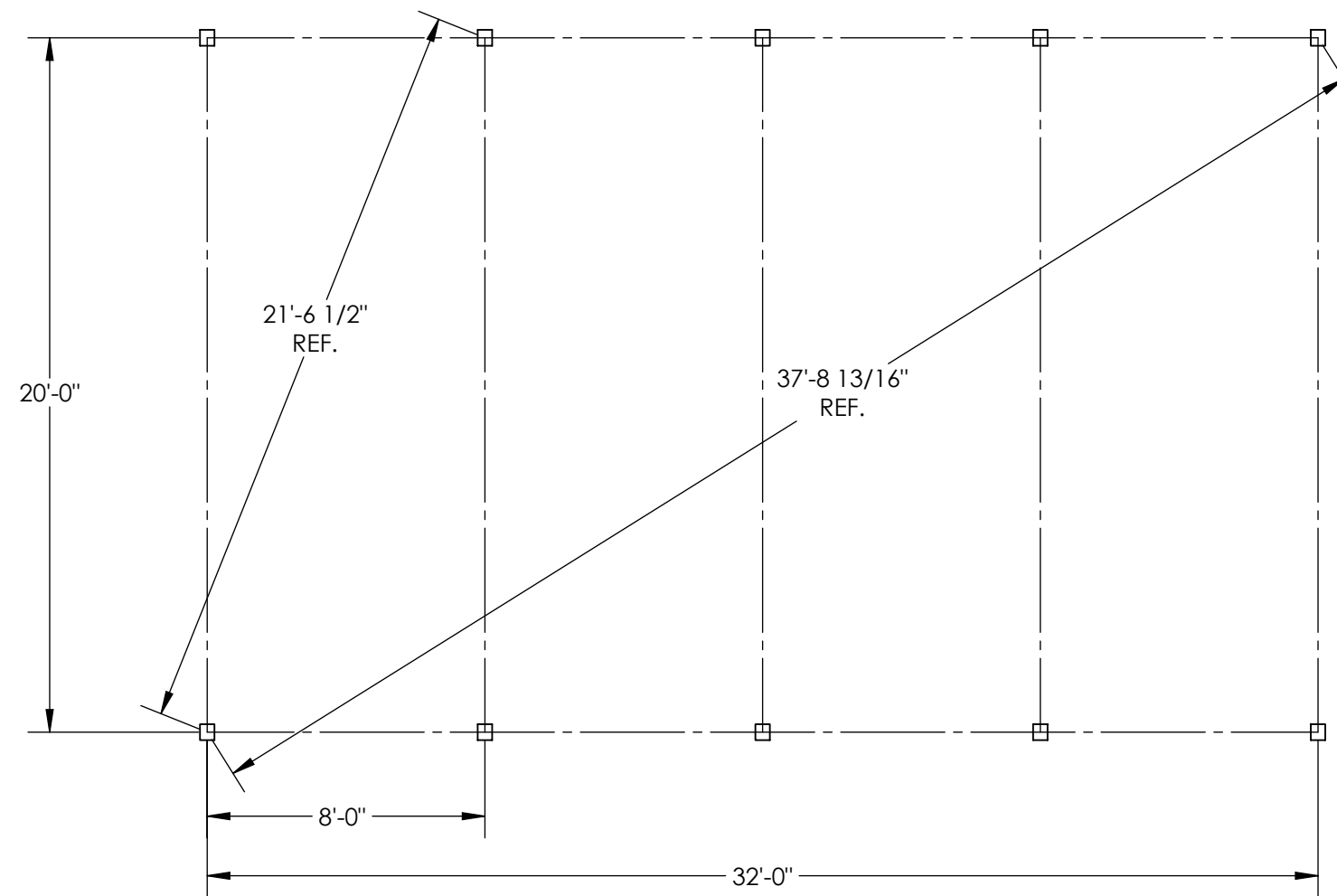
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REFER TO ANCHOR AND FOOTING DOWNLOAD SHEETS FOR GENERAL INFORMATION ON BOTH ANCHOR ATTACHMENT AND TYPICAL FOOTING TYPES. ANCHOR ATTACHMENT AND FOOTING DESIGNS ARE SITE AND SITUATION SPECIFIC AND ARE INTEGRAL TO THE FINAL SHELTER DESIGN.

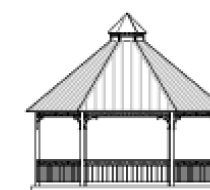
DO NOT POUR FOOTING OR INSTALL ANCHOR BOLTS WITHOUT JOB SPECIFIC ANCHOR AND FOOTING DESIGN DRAWINGS.

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SHELTER MODEL:
WOOD RECTANGLE 24X36
WLG-24X36

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SHEET
COLUMN LAYOUT

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-6

Date: March 10, 2015
To: Honorable Board of Directors
From: General Manager
Subject: FIRST READING OF AMENDMENT TO POLICY NO. 1015 RE:
MISSION STATEMENT

RECOMMENDATION:

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

BACKGROUND:

At your meeting of February 10, 2015, the Board adopted a revised Mission Statement, Goals and Objectives. Part of that revision was the adoption of a new Mission Statement. In order for consistency with Policy No. 1015, it recommended that the language of Policy No.1015 be consistent with the Board's new Mission Statement.

ATTACHMENTS:

1. Current Policy No. 1015 Mission and Jurisdiction.
2. Redline of Policy No. 1015 Mission and Jurisdiction.
3. Board Mission Statement, Goals and Objectives.

CURRENT
Rossmoor Community Services District

Policy

No. 1015

MISSION AND JURISDICTION

1015.00 Government Structure: The Rossmoor Community Services District (District) is a limited government authorized by Sections 61000-61140 of the Government Code governing the creation and operation of community services districts. The District is governed by an elected Board of Directors selected by the voters of the unincorporated community of Rossmoor. The Board consists of five members of the Rossmoor community who set policy and oversee the functions of the District. The powers and responsibilities of Community Services Districts are enumerated in Division 3, Community Services Districts, Part 1. General Provisions, Chapters 1-5 of the Government Code, as amended by Senate Bill SB 135.

1015.10 Mission: The current mission of the District is to provide parks and recreation services, manage the parkway tree program and oversee median landscaping, provide for street lighting and street sweeping, manage District assets, act as an intermediary for certain County functions and perform other services consistent with its role as a limited government for residents of Rossmoor and to do so in the most responsive and cost-effective manner.

1015.20 History: The District was formed in November 1986 as a result of a general election of Rossmoor voters to replace the Rossmoor County Service Area No. 21 (CSA 21). At that election, a majority of Rossmoor voters approved an order adopted on June 25, 1986 by the Board of Supervisors of Orange County to form the District and concurrently dissolve the Rossmoor CSA 21, to establish that the boundaries of District would be the entire territory of the unincorporated Rossmoor Community CSA 21 and take over the assets and assume all liabilities and obligations of the Rossmoor CSA 21, and to elect a five member Board of Directors for the District.

1015.21 Powers Granted in 1986: The powers granted to the District as a result of the 1986 election were: public recreation facilities and services, street lighting, road rights-of-way services, sewer services and, subject to the consent of the County of Orange, the collection and disposal of garbage or refuse matter. They included the specific services previously provided by Rossmoor CSA 21 which were: local park development and maintenance, road related landscape maintenance, street sweeping and community center/recreation programs. At that time, this included Rossmoor Park, the mini-parks and Montecito Center.

1015.22 Powers Granted in 1988: The Rossmoor voters approved an ordinance which provided for the maintenance of parkway trees including, but not limited to, aesthetic trimming, treatment for diseases and/or insects, and the removal, replacement, or planting of parkway trees or the approval of trimming, treatment, removal, replacement, or planting of parkway trees by any person.

1015.23 Rush Park and Building: In November 1990, the Rossmoor voters approved a ballot measure to acquire Rush School and surrounding grounds and to tax themselves to pay for one or more bonds to acquire the property.

1015.24 Rossmoor Signature Wall: In November of 1996, the Rossmoor voters approved a ballot measure to tear down the Rossmoor Signature Wall on the east border of Rossmoor which was

REDLINE
Rossmoor Community Services District

Policy

No. 1015

MISSION AND JURISDICTION

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1015.10 Mission: **The mission of the Rossmoor Community Services District is to provide superior, cost-effective services that enhance the quality of life for the residents of Rossmoor.**

1015.20 History: The District was formed in November 1986 as a result of a general election of Rossmoor voters to replace the Rossmoor County Service Area No. 21 (CSA 21). At that election, a majority of Rossmoor voters approved an order adopted on June 25, 1986 by the Board of Supervisors of Orange County to form the District and concurrently dissolve the Rossmoor CSA 21, to establish that the boundaries of District would be the entire territory of the unincorporated Rossmoor Community CSA 21 and take over the assets and assume all liabilities and obligations of the Rossmoor CSA 21, and to elect a five member Board of Directors for the District.

1015.21 Powers Granted in 1986: The powers granted to the District as a result of the 1986 election were: public recreation facilities and services, street lighting, road rights-of-way services, sewer services and, subject to the consent of the County of Orange, the collection and disposal of garbage or refuse matter. They included the specific services previously provided by Rossmoor CSA 21 which were: local park development and maintenance, road related landscape maintenance, street sweeping and community center/recreation programs. At that time, this included Rossmoor Park, the mini-parks and Montecito Center.

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1015.24 Rossmoor Signature Wall: In November of 1996, the Rossmoor voters approved a ballot measure to tear down the Rossmoor Signature Wall on the east border of Rossmoor which was partially collapsed by an earthquake and to rebuild it higher and stronger to withstand future earthquakes, and to tax themselves to pay for one or more bonds for the destruction and construction work.

1015.30 Current Jurisdiction: The District currently has jurisdiction over the following properties and services within the territorial boundaries of the Rossmoor Community:

- a. Parkway trees – trimming, planting and removal.
- b. Rossmoor Way median trees and plants, and the triangle garden adjacent to Seal Beach Blvd., Rossmoor Wall and the drainage channel at Lampson.
- c. Foster and Kempton Mini-parks.
- d. Rush Park buildings, fields, grounds and parking lot.
- e. Rossmoor Park Community Center, courts, fields and grounds
- f. Montecito Center and parking lot.
- g. Rossmoor Signature Wall.
- h. Street sweeping.
- i. Street lighting.

Adopted: March 14, 2006
Amended: June 12, 2007
Amended: November 9, 2010
Amended:

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Adopted: March 14, 2006
Amended: June 12, 2007
Amended: November 9, 2010

ROSSMOOR COMMUNITY SERVICES DISTRICT
MISSION STATEMENT, GOALS AND OBJECTIVES

MISSION STATEMENT: The mission of the Rossmoor Community Services District is to provide superior, cost-effective, services that enhance the quality of life for the residents of Rossmoor.

GOAL I—SAFETY: The District will use all possible means to ensure the safety of the community through effective utilization of its public safety resources.

- Objective 1: In coordination with the Orange County Sheriff, and other law enforcement agencies, endeavor to provide law enforcement services tailored to the needs of the community
- Objective 2: Maintain effective communication with the Orange County Fire Authority to promote the dissemination of fire safety information and materials as a means of minimizing loss of life and property in the community.
- Objective 3: Oversee the effective provision of street lighting services for the enhancement of public safety in the community.

GOAL II—FINANCIAL STABILITY: The District will maximize its available resources and ensure financial stability by maintaining a balanced budget and adhering to all applicable financial policies.

- Objective 1: Utilize available grant funds to the greatest extent possible as a means of preserving or enhancing its resources for other needed priorities.
- Objective 2: Invest reserve funds in accordance with the district's investment policy in order to maximize a safe return on investment.
- Objective 3: Effectively use community volunteers whenever possible in order to enhance the district's service levels and infrastructure.
- Objective 4: Review user fees periodically and recommend adjustments to the Board; according to policy.
- Objective 5: Work with committees to review and evaluate district finances and related policies in order to make recommendations to the board regarding the district's financial resources.

GOAL III—URBAN FOREST: The District will promote, protect and maintain a healthy urban forest in Rossmoor.

- Objective 1: Plant and maintain a diverse population of parkway and park trees by species and age in approximately as many of the 5,500 designated site locations as possible.
- Objective 2: Manage the inventory of parkway trees in Rossmoor to assure that they are

properly safety trimmed so as to not pose a hazard to the community.

Objective 3: Oversee its parks and parkway locations in Rossmoor to assure that all trees are properly watered, trimmed, and maintained in a healthy, safe and aesthetically pleasing condition.

GOAL IV—PROPERTY MAINTENANCE: The District will endeavor to ensure that all of its properties are maintained in a safe and proper working order.

Objective 1: Inspect all District properties on a regular basis to determine that they are being properly maintained in accordance with industry standards and safety regulations.

Objective 2: Implement maintenance schedules for each of the District's properties in order to ensure their maximum service life.

Objective 3: Monitor and maintain records of the performance of maintenance and capital project contractors.

Objective 4: Take all necessary measures to conserve water and to reduce the use of water for irrigation of the District's green space.

Objective 5: Take all necessary measures to conserve resources and to be good stewards and follow best practices as it pertains to conserving our natural resources.

GOAL V—RECREATION: The District will endeavor to create a livable community and promote healthy lifestyles aimed at enhancing the quality of life through use of recreational activities.

Objective 1: Provide a variety of recreational, cultural and sports programs and special events such as Movies, Concerts and Shakespeare in the Park and co-sponsor events such as the Community Festival and 4th of July Fireworks Spectacular that appeal to all segments of the community.

Objective 2: Monitor recreation and athletic facilities and equipment to ensure they remain safe, clean and in good working order.

Objective 3: Ensure that recreation and athletic facilities are accessible to all users.

Objective 4: Promote cost-effective use of the District's parks, facilities and programs through the establishment of reasonable user fees and charges while encouraging maximum use by the public.

GOAL VI—COMMUNICATION: The District will expand upon the availability of information to Rossmoor residents by communicating important and timely information.

Objective 1: Utilize to the maximum extent possible, the use of the district website, traditional, online and social media to inform the public about current information concerning the business and services of the district.

Objective 2: Publish and distribute a quarterly newsletter for each household in Rossmoor, in either hardcopy or electronic format, in order to disseminate information about district business, programs, current events and items of interest to the community.

Objective 3: Provide a variety of opportunities for community input in a variety of formats, such as public meetings, workshops, email campaigns, polls and surveys.

Objective 4: Whenever possible, employ a variety of internal and external resources, in the form of vendors and cosponsors, to announce and promote district programs and business.

GOAL VII—COOPERATIVE RELATIONSHIPS: The District will endeavor to work closely with other local, state and federal agencies.

Objective 1: Develop a cooperative agreement with the Los Alamitos Unified School District for the joint use of facilities.

Objective 2: Meet regularly with neighboring jurisdictions to discuss and resolve common issues.

Objective 3: Maintain a positive working relationship with officials and agencies of the County of Orange in order to provide the highest possible levels of services to the community.

GOAL VIII—NEW INITIATIVES: The District will evaluate new initiatives as they come to the attention of the Board.

Objective 1: Take the initiative to address new concerns expressed by the community in order to determine what, if any options are available to address those concerns.

Objective 2: Report to the community on any actions taken by the board regarding new initiatives whether independently undertaken by the board or proposed by the community.

GOAL IX—CLEAN STREETS: The District will effectively manage street sweeping operations in the community.

Objective 1: Assure that the public right-of-way within Rossmoor is regularly swept free of debris, leaves, soil, litter and other materials.

Objective 2: In cooperation with the Orange County Sheriff, monitor the street sweeping enforcement program as a means of ensuring that all streets are swept in accordance with the established schedule and that residents are kept aware of the need to keep streets clear during posted hours.