

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Amended Agenda Package

August 13, 2019

BOARD OF DIRECTORS

AMENDED AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, August 13, 2019

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 Barke, DeMarco, Maynard, Nitikman
President Casey
3. PLEDGE OF ALLEGIANCE: The Los Alamitos Youth Center
4. PRESENTATIONS:
 - a. President Ron Casey Re: Presentation of Proclamation to Outstanding Citizen Volunteer, Dorothy Fitzgerald

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 the Board members present vote, that there is a need to take immediate action, which arose after the agenda was posted.

C. PUBLIC FORUM

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

D. REPORTS TO THE BOARD:

1. REPORT OF THE GENERAL MANAGER RE: SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) INSURANCE DEDUCTIBLE STATUS
2. REPORT OF THE GENERAL MANAGER RE: CONSIDERATION OF STREET SWEEPING SCHEDULE ATERNATIVES

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of July 9, 2019—Receive and file.

2. JUNE 2019 REVENUE AND EXPENDITURE REPORT—Receive and file.

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

F. PUBLIC HEARING-None

G. RESOLUTIONS—None

ORDINANCES-None

H. REGULAR CALENDAR

1. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF EXTENDED HOURS, SPECIAL EVENT REQUEST FOR USE OF RUSH PARK FOR THE ANNUAL SCHOOL GHOUL 5K RUN/WALK EVENT
2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HAPPY HOUR FIT CLUB INSTRUCTOR KERRIE DAVANNON FOR FITNESS INSTRUCTION AT RSCD PARKS
3. DISCUSSION AND POSSIBLE ACTION RE: CHURCH OF CHRIST EXTENDED HOURS FACILITY REQUEST FOR USE OF RUSH PARK AUDITORIUM AND KITCHEN

I. GENERAL MANAGER ITEMS

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

J. BOARD MEMBER ITEMS

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

K. GENERAL COUNSEL ITEMS:

This part of the Agenda is reserved for District General Counsel 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.

L. CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of Litigation – One Case
Pursuant to Government Code Section 54956.9(d)(4).

M. 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](http://3001BlumeDrive,Rossmoor,CA90720). 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 August 13, 2019, 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:

Elizabeth Deering _____ Date 8/9/19 _____
JOE MENDOZA
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a.

Date: August 13, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: PRESIDENT RON CASEY RE: PRESENTATION OF
PROCLAMATION TO OUTSTANDING CITIZEN VOLUNTEER,
DOROTHY FITZGERALD

RECOMMENDATION

Receive and file presentation.

BACKGROUND

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

- a. President Ron Casey Re: Presentation of Proclamation to Outstanding Citizen Volunteer, Dorothy Fitzgerald—Receive and File

ATTACHMENTS

1. Proclamation



PROCLAMATION of COMMENDATION

OUTSTANDING CITIZEN

DOROTHY FITZGERALD

WHEREAS, Dorothy Fitzgerald moved to Rossmoor from Chicago on June 15, 1981 with her husband Tom Fitzgerald and their five children. Dorothy has been a Rossmoor resident for over 38 years. In that time she been a valuable friend, neighbor, teacher, colleague and historian and public safety resource for Rossmoor residents, and

WHEREAS, Over the years Dorothy Fitzgerald used her mathematics degree to teach algebra and Calculus at many local universities in Chicago, Oregon, Maryland and California State Universities, and several community colleges, and

WHEREAS, The Rossmoor Homeowners Association (RHA) is a volunteer organization formed in 1957 to preserve, protect and enhance the quality of life in Rossmoor. Always involved in community service, Dorothy has served on the Rossmoor Homeowners Association Board of Directors for over 20 years, and

WHEREAS, Dorothy Fitzgerald is currently the Chair of the Community Standards and the Neighborhood Watch Committees of the Rossmoor Homeowners Association. Dorothy Fitzgerald has been active in Neighborhood Watch since 2010. She has rewritten all the Neighborhood Watch materials and recruited numerous block captains. Today, as a result of her efforts, Rossmoor has close to 90 block captains, covering over 50% of the neighborhood, substantially increasing public safety, and

WHEREAS, Dorothy Fitzgerald has been a willing organizer and generous participant in countless community events, such as the Rossmoor Community Festival and Rossmoor Winter Festival. She has forged strong relationships with Rossmoor Community Services District Board Members and staff. She is actively involved in local governance, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Rossmoor Community Services District desires by this Proclamation to acknowledge and commend Rossmoor resident Dorothy Fitzgerald for demonstrating outstanding volunteer service and collaborative efforts, extraordinary accomplishments and dedicated service to the Rossmoor community.

ADOPTED, This 13th day of August 2019.

ATTEST:



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: August 13, 2019

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: REPORT OF THE GENERAL MANAGER RE: SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) INSURANCE DEDUCTIBLE STATUS

RECOMMENDATION:

Receive and file; direct staff as appropriate.

BACKGROUND:

At the June 11, 2019 Rossmoor Community Services District (RCSD) Board of Directors meeting, the Board requested information regarding the District's liability coverage related to the perimeter brick wall and the \$1,000 deductible required by the Special District Risk Management Authority (SDRMA) for *Personal Injury and Property Damage Liability Coverage – Auto* claims.

The SDRMA sent a letter dated March 1, 2019 (Attachment 1) to notify the RCSD of changes to the deductible amounts for liability coverage claims, which increased from \$5,000 to \$25,000. The SDRMA Board of Directors conducts an annual review of losses for all their individual member agencies and compares those losses to the loss experience of all SDRMA members. The new deductible amounts took effect July 1, 2019. As a result of this letter, the RCSD Board requested that staff ask SDRMA why the increase was dramatic.

At its July 9, 2019 regular Board meeting SDRMA Chief Risk Officer Dennis Timoney addressed the Board regarding the reason behind the deductible increase from \$5,000 to \$25,000. He stated that SDRMA is a public agency with a shared pool of money and the deductible is a member shared cost. SDRMA must cover its expenses. Lengthy discussion ensued relative to alternative insurance options, liability exposure and the District's tree trimming mitigation measures. Mr. Timoney stated that he was unaware the District already had a comprehensive tree trimming program in place. Although it was too late for this year, he suggested that the RCSD present

said data to the SDRMA Board in Sacramento and it may consider reducing the District's deductible.

The RCSD Board directed staff to research alternative insurance options and bring the item back to the Board for its consideration at the August 13, 2019 regular Board meeting.

FINDINGS:

Following the July 9, 2019 Board meeting, the District received a letter dated July 15, 2019 (Attachment 2) from SDRMA rescinding its decision to increase RCSD's deductible to \$25,000 and restoring the amount to the original \$5,000.

As the Board directed, staff researched alternatives to coverage with SDRMA. Subsequently, staff made contact with the California Joint Powers Insurance Authority (California JPIA) located in La Palma, California. The California JPIA is one of the largest municipal self-insurance pools in the state, with over 100 participating members. Their coverage ranges from insurance claims, training, litigation, contracts, governmental entity exposures and loss control. California JPIA's membership includes cities, JPA's and special districts throughout the State of California.

One of the advantages to the California JPIA, is that they are a local agency (La Palma, California) and the majority of their clients are located in Los Angeles and Orange Counties.

The California JPIA requested information about the RSCD's past claims and workers' compensation history and will be providing a quote for coverage and premiums. Once this information is received, staff will present a report to the Board at a future meeting.

ATTACHMENTS:

1. SDRMA letter dated March 1, 2019
2. SDRMA letter dated July 15, 2019



1112 I Street, Suite 300
 Sacramento, California 95814-2865
 T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • www.sdrma.org

March 1, 2019

Mr. James Ruth
 General Manager
 Rossmoor Community Services District
 3001 Blume Drive
 Rossmoor, California 90720-4638

RE: 2019-20 Property/Liability Program Rate Information

Dear Mr. Ruth,

On behalf of the Special District Risk Management Authority (SDRMA) Board of Directors, we sincerely appreciate your safety/loss prevention efforts and continued support of SDRMA. We write to share information about changes affecting the calculation of your agency's estimated contribution for program year 2019-20.

Deductible Adjustment: *We are advising you that, based upon the District's loss history, we are implementing a \$25,000 deductible for any Liability claims with an occurrence date of July 1, 2019 or later.*

By policy, the SDRMA Board of Directors requires an annual review of losses for each individual member agency and comparing those losses to the loss experience of all Authority members. This review ensures that the risk factor assigned to each member:

- *Fairly and equitably rates members;*
- *Equalizes contributions based on a member's exposures and loss experience; and*
- *Encourages members to focus on preventing claims and improving their loss experience.*

The analysis of individual members' losses and the comparison of their losses to the loss experience for all SDRMA members involves only members with multiple losses/claims and where their loss experience exceeds the established baseline. The policy also requires that member's annual contribution amounts be increased to reflect member losses above the established baseline and conversely, decreased if losses are below the established baseline (detailed loss history attached).

Based on our review and analysis, we have determined that the loss experience of your agency is higher than the established baseline for the Property/Liability Program. During our review period, SDRMA has paid or reserved over \$45,000 for multiple claims experienced by your agency.

Rate Increase: SDRMA continues to make every effort to reduce operating costs and minimize rate increases while ensuring the financial integrity of the Property/Liability Program. Unfortunately, due to catastrophic fires within California and increasing liability court judgements, our excess carriers are imposing a rate increase on all their clients, including SDRMA. Based on those factors and overall pool claims costs over the past several years, after considerable review and discussion on February 6, 2019, the Board approved a **5% increase for the liability rates and a 11% increase for property rates** for 2019-20. This increase will still leave a revenue shortfall that will require the use of reserves and investment income to fully fund the program.



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July 15, 2019

Mr. Joe Mendoza
 General Manager
 Rossmoor Community Services District
 3001 Blume Drive
 Rossmoor, California 90720-4638

RE: 2019-20 Property/Liability Program Rate Information – **as revised**

Dear Mr. Mendoza:

Thanks to you and your Board for taking the time to meet with Dennis Timoney, SDRMA's Chief Risk Officer, last week. During that meeting, he was informed about the District's action to hire an arborist to address some of the tree-related claims the District has recently experienced. As we view our relationship as a partnership, we sincerely appreciate the District's loss prevention efforts. In recognition of the District's action, SDRMA modified our initial letter regarding the District's \$25,000 deductible for liability claims, as shown below:

Deductible Adjustment: We are advising you that, based upon the District's loss history, we are implementing a ~~\$25,000~~ \$5,000 deductible for any Liability claims with an occurrence date of July 1, 2019 or later.

On behalf of the Board of Directors and our entire risk management team, we thank you for your continued participation in our programs. If you have any questions, please contact Heather Thomson, Chief Financial Officer at hthomson@sdrma.org or 800.537.7790.

Sincerely,
 Special District Risk Management Authority

Mike Scheafer, President
 Board of Directors

RECEIVED

JUL 17 2019

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: August 13, 2019

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: REPORT OF THE GENERAL MANAGER RE: CONSIDERATION OF STREET SWEEPING SCHEDULE ATERNATIVES

RECOMMENDATION:

Discuss the proposed alternative street sweeping schedule and direct staff accordingly.

BACKGROUND:

The County of Orange adopted Resolution No. 83-1689 on November 15, 1983 to enhance the effectiveness of street sweeping on arterial streets under County jurisdictions by setting forth parking restrictions on local streets during street sweeping hours (Attachment 1). The Rossmoor Community Services District's (RCSD) Policy No. 3085 (Attachment 2) outlines the current parking restrictions and street sweeping schedule. Subsection 3085.30 outlines the restriction on vehicles from parking on the streets on sweeping days -- the first and third Monday of each month from 8:30 a.m. to 4:30 p.m. This information is posted on signs within the Rossmoor community.

Over the years, residents have complained that the schedule is too restrictive because cars have nowhere to park other than their respective driveways. In addition, RCSD has four Los Alamitos Unified School District elementary schools located within the District. This presents a major impact to parents, volunteers, and staff at these schools on street sweeping days. Also, concerns regarding ticketing and enforcement after the sweeper has passed a residence have been raised. The posted signs identify restricted parking from 8:30 a.m. to 4:30 p.m., therefore, law enforcement may ticket at any time during these hours. The District receives complaints that the deputies who issue citations do not follow the sweepers, rather they randomly drive through the District ticketing cars after the sweeper has passed.

Members of the community have voiced frustration and the desire for change on numerous occasions throughout the years.

FINDINGS:

The Community Traffic/Safety Advisory Ad Hoc Committee met on May 9, 2019 and on August 8, 2019 respectively and discussed alternative street sweeping schedules and how they could be implemented. During this period, staff researched other cities' agreements and street sweeping schedules, compared costs, and had numerous discussions with the District's street sweeping vendor - RF Dickson, as well as the Orange County Sheriff's Department.

In addition, the District Manager has had ongoing discussions with representatives of Orange County Supervisor Michelle Steel's office regarding the possibility of changing the street sweeping program in Rossmoor. Orange County Representative Tim Whitacre conveyed to the General Manager by letter (Attachment 3) that Supervisor Steel is willing to work with the Board regarding the street sweeping program and would like a factual proposal that provides precise route data, a thorough discussion with RF Dickson and the Orange County Sheriff's Department, and an internal review of the RCSD budget and how the District plans on offsetting any increase in fees that a street sweeping schedule change would incur.

The RCSD Board, Community Traffic/Safety Advisory Ad Hoc Committee, Parks/Facilities Standing Committee, and staff have researched alternatives and are proposing the consideration of an alternative street sweeping schedule and route (see Attachment 4) as follows:

- Even-numbered addresses will be swept on the first and third Mondays between the hours of 8:30 a.m. and 4:30 p.m.
- Odd-numbered addresses will be swept on the first and third Tuesdays between the hours of 8:30 a.m. and 4:30 p.m.

Based on this alternative street sweeping schedule, staff requested a cost estimate from RF Dickson compared to the cost of our current schedule. To date, RCSD paid \$56,815.32 to RF Dickson for street sweeping services on the first and third Mondays of each month. Per our contract with Orange County, RCSD will be reimbursed \$55,000 for

FY 2018-2019. The County has informed us that the District will receive \$60,000 for FY 2019-2020, an increase of \$5,000.

RF Dickson's estimate for a two-day street sweeping schedule as outlined above, is \$86,006.21 – an increase of \$26,006.21 over the amount the County will reimburse us for FY 2019-2020.

Based on the estimate from RF Dickson, staff sought out alternative vendors and found a reputable vendor who could provide the two-day service and stay in the range of the \$60,000 reimbursement from the County.

Prior to seeking community input or negotiating further with a street sweeping vendor, the District Manager suggests that a meeting be scheduled with Supervisor Steel to obtain her approval on changing the street sweeping schedule in Rossmoor. Upon her approval/acceptance of the change, the topics of an ordinance change, signage and parking enforcement will be addressed.

ATTACHMENTS:

1. County of Orange Resolution No. 83-1689
2. RCSD Street Sweeping Policy No. 3085
3. Email dated March 8, 2019 from Orange County Supervisor Steel's District Representative Tim Whitacre
4. Proposed Alternate Street Sweeping Schedule Map and Route

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

November 15, 1983

On motion of Supervisor Riley, duly seconded and carried, the following Resolution was adopted:

WHEREAS, by Resolution No. 70-963 dated September 10, 1970, the Board of Supervisors adopted as policy that the County commence the sweeping of arterial highways under County jurisdiction; and

WHEREAS, it is necessary to enhance the effectiveness of said street sweeping program in CSA 21 (Rossmore) by prohibiting parking of vehicles on local streets during street sweeping hours as authorized by California Vehicle Code Section 22507.6;

NOW, THEREFORE, BE IT RESOLVED that the parking of vehicles on local streets in CSA 21 (Rossmore) shall be prohibited between the hours of 8:30 A.M. and 4:30 P.M. on the first and third Monday of each month, except holidays. Exempt from this Resolution shall be commercial service vehicles when actively employed in performing that service and dumpsters which are permitted to be temporarily placed on local streets;

BE IT FURTHER RESOLVED that the Director, Environmental Management Agency shall post signs at the seven entrance roads into the Rossmore area giving notice of said parking prohibition;

BE IT FURTHER RESOLVED AND ORDERED that during the first sixty days after adoption of this Resolution, the Director, Environmental Management Agency shall issue warning notices of the parking prohibition; thereafter, any peace officer shall enforce the regulation.

//
Resolution No. 83-1689
Prohibit Vehicle Pkg. on Local Sts.
CSA 21 (Rossmore)-Street Sweeping Hrs.
QMM:dab

ORANGE COUNTY

NOVEMBER 15, 1983

1 AYES: SUPERVISORS THOMAS F. RILEY, RALPH B. CLARK, HARRIETT M.
 2 WIENER, BRUCE NESTANDE, and ROGER R. STANTON
 3 NOES: SUPERVISORS NONE
 4 ABSENT: SUPERVISORS NONE

5 STATE OF CALIFORNIA)
 6 COUNTY OF ORANGE) ss.

7 I, JUNE ALEXANDER, Clerk of the Board of Supervisors of Orange
 8 County, California, hereby certify that the above and foregoing resolution
 9 was duly and regularly adopted by the said Board at a regular meeting
 10 thereof held on the 15th day of November, 1983, and passed by
 11 a unanimous vote of said Board.

12 IN WITNESS WHEREOF, I have hereunto set my hand and seal this
 13 15th day of November, 1983.

14
 15 *June Alexander*
 16 JUNE ALEXANDER
 17 Clerk of the Board of Supervisors of
 18 Orange County, California
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Rossmoor Community Services District

Policy

No. 3085

STREET SWEEPING

3085.10 Policy: The Rossmoor Community Services District (RCSD) has, within its current jurisdiction, the responsibility for providing street sweeping services to keep the streets clean and for soliciting the cooperation of Rossmoor homeowners/residents to achieve this goal. Street sweeping removes pollutants before they are washed by rain or excess sprinkler water to the local drainage channels, to the San Gabriel River channel, and then to the ocean. Also, sweeping reduces the amount of debris that can collect in the channels that could overflow in heavy rainstorms.

3085.20 Responsibility: RCSD has the responsibility for contracting with a reputable company to perform the street sweeping service within the Rossmoor community in a cost effective manner and to monitor the contractor's performance to assure that the service provided is effective and in accordance with the contract. RCSD also has the responsibility for informing, via the quarterly newsletter and other communications, all Rossmoor homeowners/residents of their responsibilities to assist in achieving the goal of keeping the streets clean and promoting the following provisions.

3085.30 Vehicles: No vehicles should be parked on the streets on sweeping days during the hours indicated on signs posted within the Rossmoor community. Rossmoor homeowners/residents should inform visitors at their residences to park in their driveway on street sweeping days. Current street sweeping no parking restrictions are posted for 1st and 3rd Monday of each month from 8:30 a.m. to 4:30 p.m. If the normal Monday designated for street sweeping is a holiday, street sweeping will occur on the following Monday.

3085.31 Homeowners/residents or their contractors who need one or more trash bins to be used for the collection of wood, concrete, stucco, and other materials removed from residences undergoing remodeling shall obtain any required permits from the County of Orange to enable them to park the bin(s) on the street.

3085.32 Contractors who have trucks or large equipment trailers that cannot be parked in the driveway of the residence where they are working are exempted from being cited by parking enforcement officers. Also, contractors are responsible for removing all wood, concrete, stucco, dirt and other debris from the street when their work is completed.

3085.40 Trash Containers: Trash barrels/cans/bags and piles of leaves or other debris should not be placed in the street on sweeping days during the hours indicated on the posted signs.

3085.50 Violations: Vehicles on the street during the posted hours on street sweeping days are subject to being cited for violation of the posted regulation by parking enforcement officers.

3085.60 RCSD Monitoring: RCSD staff shall obtain information from the street sweeping contractor and parking enforcement officers to monitor the effectiveness of this policy and shall take appropriate action to remind homeowners/residents of their responsibilities.

RE: ROSSMOOR COMMUNIT SERVICES MEETING WITH SUPERVISOR STEEL

Whitacre, Tim <Tim.Whitacre@ocgov.com>

Fri 3/8/2019 3:49 PM

To: Joe Mendoza <JMendoza@rossmoor-csd.org>

Cc: Ron Casey <RCasey@rossmoor-csd.org>; Dana, Arie <Arie.Dana@ocgov.com>;

Kim, Tiffany <Tiffany.Kim@ocgov.com>

Good afternoon, Joe,

Vice Chairman Steel would like me to convey to you and the RCSD Board of Directors that she is willing to work with you on the street sweeping program. That is why I have been actively involved with meetings at RCSD regarding street sweeping on her behalf since Winter of 2017.

At each of those meetings it was discussed that RCSD would not be able to bring a factual proposal to discuss with the Vice Chairman without first RCSD being provided precise route data from Dickson; RCSD having a thorough discussion between Dickson, and OCSD; RCSD having an internal discussion regarding potential options – including first looking at your own budget that could possibly offset any potential fee increase. Then, we can set up a meeting with Vice Chairman Steel that would include a review of your findings and budget, before bringing forth any fee increase proposal that the county would be asked to consider providing additional funding for.

If all of the above has taken place, I can let her know RCSD is ready to meet and discuss the street sweeping program. If not, she wants to respectfully defer any meeting until RCSD has received and reviewed all relevant data to be able to support any proposed changes that requires county approval.

Regarding the Parking Permit issue: The parking permit issue has been discussed a number of times. Unfortunately, there is no permit parking program in any unincorporated areas of the county and is not an option for Rossmoor residents. Only certain cities in Orange County have and administer their own parking programs. Regrettably, we are unable to provide further assistance on this.

I will be available to meet to continue to provide support after March 15th. However, I am available by phone if necessary before then.

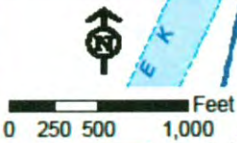
I hope you have a great weekend.

Sincerely,

Tim

Timothy R. Whitacre
District Representative
Office of Vice Chairman Michelle Steel
Supervisor, Second District, County of Orange
Office 714-834-3220

ROSSMOOR STREET SWEEPING PROPOSAL 1



Los Alamitos

Seal Beach

STREET SWEEPING SCHED.

- 1ST & 3RD MONDAY
- 1ST & 3RD TUESDAY

MAP FEATURES

- City Boundaries
- Rossmoor Unincorp. Area
- Schools
- Parks
- Rossmoor Streets
- Waterways



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: August 13, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by Liz Deering
Subject: REGULAR RCSD BOARD MEETING MINUTES OF JULY 9,
2019

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of July 9, 2019 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their meeting of July 9, 2019 as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Regular RCSD Board Meeting Minutes of July 9, 2019



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, July 9, 2019

A. ORGANIZATION

1. CALL TO ORDER: 7:04 P.M.

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

3. PLEDGE OF ALLEGIANCE: Los Alamitos Girls Softball League (LAGSL)

4. PRESENTATIONS:

a. Orange County Sheriff's Department Presentation Re: Quarterly Crime Statistics

Orange County Sheriff's Department Lieutenant Pat Rich reported on second quarter crime statistics in Rossmoor. The report was received and filed.

b. California Highway Patrol Re: Quarterly Traffic Report

California Highway Patrol Officer Mike LaRoccia encountered a scheduling conflict and was unable to attend as planned.

c. President Ron Casey Re: Certificates of Recognition for Los Alamitos Girls Softball League (LAGSL) Tournament Winners

President Ron Casey presented the Los Alamitos Girls Softball League with a certificate of recognition for their latest tournament advancement. The presentation was received and filed.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM:

Candidate Jim Fisler, Mesa Water District Director and Orange County Local Agency Formation Commission (OC LAFCO) Alternate, addressed the Board regarding his experience and qualifications and asked for their vote in the upcoming OC LAFCO Election representing the Special Districts of Orange County.

D. REPORTS TO THE BOARD:

1. QUARTERLY STATUS REPORT

The General Manager reported on the quarterly status of the District relative to the District's Mission, Goals and Objectives. He presented an overview of various projects and highlighted milestones and accomplishments over the past quarter. The report was received and filed.

2. QUARTERLY MAINTENANCE REPORT

The Park Superintendent reported on the quarterly status of the maintenance of District's parks and facilities. The report was received and filed.

3. QUARTERLY RECREATION REPORT

The Recreation Superintendent reported on the quarterly status of the District's recreation programs and events. The report was received and filed.

4. QUARTERLY TREE REPORT

The District Tree Consultant reported on the quarterly status of the District's urban forest, tree removals and plantings. The report was received and filed.

E. CONSENT CALENDAR:

1a. MINUTES OF THE REGULAR BOARD MEETING—June 11, 2019

2. REVENUE AND EXPENDITURE REPORT—May 2019

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

F. PUBLIC HEARING:

1. PUBLIC HEARING: FISCAL YEAR 2019-2020 PROPOSED FINAL BUDGET

Open hearing, receive presentation from General Manager, take public testimony, close hearing, deliberate and approve Fiscal Year 2019-2020 Proposed Final Budget.

AT THIS TIME PRESIDENT CASEY OPENED THE PUBLIC HEARING ON THE FY 2019-2020 PROPOSED FINAL BUDGET

There were no public speakers.

SEEING NO PUBLIC TESTIMONY, PRESIDENT CASEY CLOSED THE PUBLIC HEARING

The General Manager reported that the Fiscal Year 2019-2020 Preliminary Budget was presented to the Board at its June 11, 2019 regular board meeting and a Budget Committee Meeting was held on June 6, 2019. After deliberation of the Preliminary Budget, the General Manager was

directed to publish a Notice of Public Hearing. SB 135 requires that the hearing be noticed and a hearing be held prior to adoption of the Final Budget. The Notice was published as required. Upon the Board's approval of the Proposed Final Budget, the Board will be asked to adopt Annual Budget Revenues and Expenditures Total Amounts by resolution.

Discussion ensued relative to the June 6, 2019 Budget Committee Meeting, Capital Expenditures and Reserves. Motion by Director Maynard, seconded by Director DeMarco, to approve the FY 2019-2020 Proposed Final Budget and salary plan. Motion passed 5-0.

G. RESOLUTIONS:

1. RESOLUTION NO. 19-07-09-01 A RESOLUTION OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS ESTABLISHING THE ANNUAL REVENUE AND EXPENDITURE TOTAL AMOUNTS FOR FISCAL YEAR 2019-2020 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Recommendation to approve, by roll call vote Resolution No. 19-07-09-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL REVENUE AND EXPENDITURE TOTAL AMOUNTS FOR FISCAL YEAR 2019-2020 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Resolution No. 19-07-09-01 Establishing the Annual Revenue and Expenditure Total Amounts for Fiscal Year 2019-2020 as documented in Exhibit A, passed unanimously by roll call vote, 5-0.

ORDINANCES—None

H. REGULAR CALENDAR:

1. DISCUSSION WITH SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) INSURANCE COVERAGE CLAIMS REPRESENTATIVE DENNIS TIMONEY RE: RECENT DEDUCTIBLE ADJUSTMENT

Recommendation to receive and file the report and direct staff as appropriate.

The General Manager reported that at the June 11, 2019 Rossmoor Community Services District (RCSD) Board of Directors meeting, the Board requested information regarding the District's liability coverage related to the perimeter brick wall and the \$1,000 deductible required by SDRMA for *Personal Injury and Property Damage Liability Coverage – Auto* claims. In 2018, there were two auto accidents that caused damage to the District's brick wall. The first incident cost the District \$23,061 to repair the wall. SDRMA reimbursed RCSD \$22,061 (minus the \$1,000 deductible). SDRMA could not collect the full amount from the responsible party so did not reimburse any amount from the deductible. The second incident cost the District \$19,900 to repair the wall. SDRMA reimbursed RCSD a total of \$19,128. SDRMA did collect the full amount from the responsible party. However, SDRMA incurred \$722 in expenses. They

deducted that amount from the \$1,000 deductible and reimbursed RCSD only \$228 of the \$1,000.

SDRMA Claims Representative Dennis Timoney addressed the Board regarding the reason behind the deductible increase from \$5,000 to \$25,000. He stated that SDRMA is a public agency with a shared pool of money and the deductible is a member shared cost. SDRMA must cover its expenses. Rossmoor has many trees that have seen increased growth due to rain which increases the need for more frequent trimming. He also stated that in 2014 the State of California changed the law as a result of the Supreme Court Case involving the City of Pasadena vs. Mercury Insurance. While damage caused by fallen trees and tree limbs used to be considered an Act of God, now it is possible to sue for damages. The Pasadena case changed the inverse condemnation standard to a public work. Lengthy discussion ensued relative to alternative insurance options, liability exposure and the District's tree trimming mitigation measures. Mr. Timoney stated that he was unaware the District already had a comprehensive tree trimming program in place. Although it was too late for this year, he suggested that the RCSD present said data to the SDRMA Board in Sacramento and it may consider reducing the District's deductible.

The RCSD Board directed staff to research alternative insurance options and bring the item back to the board for its consideration at the August 13, 2019 regular board meeting. The report was received and filed.

2. DISCUSSION WITH COUNTY OF ORANGE TRAFFIC ENGINEER, WEI ZHU RE: CONSIDERATION OF DISTRICT REQUEST OF COUNTY FOR BIKE ROUTE CONNECTIVITY ROAD MARKINGS IN ROSSMOOR

Recommendation that the RCSD Board discuss the options of requesting a shared bike lane connectivity route with markings on the street or the addition of signage without the shared bike lane markings and make a determination regarding whether the connectivity request should be moved forward for study and approval by the County.

County Traffic Engineer Wei Zhu presented a PowerPoint presentation and addressed the RCSD Board regarding several outstanding District requests. She referenced an older survey done by the Los Alamitos Unified School District with 179 respondents (less than 10%). County Traffic Supervisor Denis Bilodeau, also addressed the Board relative to the shared bike lane markings. He stated that the County adopts the standards set forth by the Orange County Traffic Authority Commuter Bike Lane Strategic Plan 2009 which is focused on major employment centers. Adding shared bike lane markings to Rossmoor streets would make it a commuter bike route attracting cyclists from outside the community. Further discussion ensued relative to jurisdiction and the feasibility of installing flashing stop signs on Montecito Road and other hotspots within the community. Dennis Bilodeau referenced the Manual of Uniform Traffic and stated that flashing stop signs may not be appropriate for narrow residential streets and were maintenance intensive. Denis Bilodeau stated that the District had the option to submit its request for consideration. Although he may not approve the request, he did not have the final word.

Director DeMarco expressed frustration at what he perceived to be the County's lack of responsiveness to the District's prior requests and what seemed to be an unwillingness to work

with RCSD. He requested that the County use brighter fluorescent paint on the roadways to illuminate the road markings better at night. The report was received and filed.

3. BALLOTS AND DECLARATION OF QUALIFICATION TO VOTE RE: LAFCO REGULAR SPECIAL DISTRICT MEMBER AND ALTERNATIVE SPECIAL DISTRICT MEMBER

Recommendation for discussion and possible action to select two candidates for election as Regular and Alternate Special District Members to LAFCO and to authorize the General Manager to submit Ballots to LAFCO.

The District was notified by LAFCO that the nomination period for the OC LAFCO Regular and Alternate Special District seats officially closed on Friday, Jun 7, 2019 at 3:00 p.m. Below are the nominations received for each seat:

Regular Special District Member:

1. James Fisler, Mesa Water District
2. Sandra Jacobs, Santa Margarita Water District

Alternate Special District Member:

1. Cecilia Aguinaga, Orange County Mosquito & Vector Control District
2. Kathryn Freshley, El Toro Water District
3. Margie L. Rice, Midway City Sanitary District

In accordance with the schedule for the appointment process, both ballots must be submitted to LAFCO no later than 3:00 p.m. on Friday, July 19, 2019.

Discussion ensued relative to candidate qualifications. Motion by Director Barke, seconded by Director DeMarco, to select James Fisler as LAFCO Regular Special District Member. Motion passed 5-0.

Motion by Director Casey, seconded by Director Maynard, to select Margie L. Rice as LAFCO Alternate Special District Member. Motion passed 5-0.

4. CONSIDERATION OF REQUEST BY THE ROSSMOOR HOMEOWNERS ASSOCIATION (RHA) FOR USE OF ROSSMOOR COMMUNITY SERVICES DISTRICT (RCSD) FACILITIES FOR OFFICE AND STORAGE SPACE

Recommendation to receive the report and direct staff accordingly.

The General Manager reported that after a tour of the Rush Park facility and discussing alternatives such as the shared space with the Sheriffs, utilization of the West Room and possible storage space, the Ad Hoc Committee established that since the RHA meets intermittently throughout the year, dedicated office space is not necessary. To accommodate the need for occasional meeting space, it was determined that the RHA could use the Rush Park West Room on an as-needed basis upon 48-hour advanced request. The General Manager further reported that the West Room is not on the current reservation fee schedule and the usage will be minimal, it is suggested that no fee be charged for meeting space since the items are mutually beneficial to

the RCSD Community. This will accommodate the RHA's needs and is the best utilization of District space. This could be revisited if use becomes excessive.

Discussion ensued. Motion by Director Nitikman, seconded by Director Barke, to adopt the General Manager's recommendation. Motion passed 5-0.

L. CLOSED SESSION: None

I. GENERAL MANAGER ITEMS:

General Manager Joe Mendoza reported that the Southern California Edison Steel Pole Street Light Replacement Project was in progress and would likely be completed in a couple of weeks. He reported that the District received inquiries from time to time regarding County Code Enforcement issues as they related to vacant and neglected properties and provided contact information for the County of Orange. He updated the Board on the 4th of July Bike Rally, which had been cancelled by the organizer. He provided an update on the Orange County Flood Control Channel Fencing, Gates, Parkway Landscaping Enhancement Project. He stated that RCSD Staff is working with Orange County Emergency Management Operations and will have an Emergency Preparedness; Earthquake Preparedness Presentation scheduled for the next regular Board Meeting. The report was received and filed.

J. BOARD MEMBER ITEMS:

Director Barke briefed the Board regarding the RCSD/RHA Liaison Ad Hoc Committee Meeting. He opined that the meetings should be ongoing and stated much could be accomplished together as it pertains to the community. He reported that he had been in contact with Supervisor Steel and she is ready to work with Rossmoor if the District projects a unified message with a clear list of items it would like to have accomplished.

Director DeMarco that a full Tree Committee report would be forthcoming once certain legal issues had been vetted. He opined that he felt assured that the committee's direction will be beneficial to the community. He thanked the General Manager for the SDRMA report, stating it was very insightful. He opined that he was satisfied with the direction the Board was taking and the objective it wanted to pursue. He thanked Lieutenant Rich and RCSD Staff for their quarterly reports and was pleased with the latest enhancements to the District's summer events. He appreciated the County Traffic Committee's attendance and encouraged the community to unify towards common goals to present to the County Supervisor.

Director Nitikman commented in reference to Director Barke's remarks about having a unified list to present to the County, stating freeway noise and parking issues were priority in his opinion. He also briefed the Board on the Legislative Affairs Ad Hoc Committee Meeting. He stated that he was looking to address high priority issues with legislators, obtain more control for the community to solve problems. Director Nitikman thanked all the presenters and community members for their attendance this evening. He especially thanked Mrs. Dorothy Fitzgerald for her dedication to the RHA, the community and neighborhood watch program over the years. He reminded residents to notify County Code Enforcement regarding vacant and neglected properties. Finally, he thanked LAGSL for their hard work and accomplishments and wished everyone a happy summer.

Director Maynard reported on the Legislative Affairs Ad Hoc Committee Meeting and his recent meeting with Assemblyman Tyler Diep who, according to Director Maynard had expressed a desire to give more local control to cities. He thanked LAGSL for their attendance and community involvement.

President Casey opined about the lack of notice given to the District by Southern California Edison regarding their installation of new light poles. He was confused as to why the pole replacement wasn't done in conjunction with the LED lighting upgrade in February of 2019. President Casey also thanked Lieutenant Rich for his quarterly report and its transparency. He thanked LAGSL for their attendance and thanked Directors Barke and Maynard for their legislative efforts.

K. GENERAL COUNSEL ITEMS—None

L. CLOSED SESSION: None

M. ADJOURNMENT:

Motion by Director Nitikman, seconded by Director DeMarco, to adjourn the regular meeting at 11:00 p.m. Motion passed 5-0.

SUBMITTED BY:

Joe Mendoza
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date August 13, 2019
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by Accountant Kathy Bell
Subject: JUNE 2019 REVENUE & EXPENDITURE REPORT

RECOMMENDATION:

Receive and file the Revenue & Expenditure Report for June 2019.

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 June 2019.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 June 2019 @ 100%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES 1	954,930.00	954,930.00	982,340.43	6,491.82	-27,410.43	102.9
STREET LIGHT ASSESSMENTS	339,900.00	339,900.00	344,065.67	2,527.49	-4,165.67	101.2
USE OF MONEY AND PROPERTY	8,000.00	20,000.00	13,228.92	0.00	6,771.08	66.1
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	5,096.94	764.55	55,303.06	8.4
FEES AND SERVICES	190,000.00	190,000.00	169,227.19	18,996.25	20,772.81	89.1
OTHER REVENUE	22,000.00	22,000.00	21,098.44	272.33	901.56	95.9
TRANSFER IN OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenues	1,575,230.00	1,587,230.00	1,535,057.59	29,052.44	52,172.41	96.7
Expenditures						
TRANSFER OUT - CIP FUND 40	0.00	60,000.00	60,000.00	0.00	0.00	100.0
ADMINISTRATION 2, 3, 4, 5, 6, 7, 8	818,279.00	819,795.41	832,762.19	57,175.63	-12,966.78	101.6
RECREATION 9	41,400.00	45,765.93	52,026.72	575.96	-6,260.79	113.7
ROSSMOOR PARK 10	107,900.00	100,508.04	99,527.15	14,137.64	980.89	99.0
MONTECITO CENTER 10	20,624.00	27,558.58	26,228.84	2,766.34	1,329.74	95.2
RUSH PARK 10	127,480.00	142,829.58	146,144.70	9,712.89	-3,315.12	102.3
STREET LIGHTING 11	103,000.00	103,000.00	63,461.61	4.95	39,538.39	61.6
ROSSMOOR WALL	2,300.00	5,300.00	4,262.04	0.00	1,037.96	80.4
STREET SWEEPING	55,120.00	55,120.00	56,652.58	4,690.03	-1,532.58	102.8
PARKWAY TREES 12	113,380.00	127,225.00	147,436.74	1,920.00	-20,211.74	115.9
MINI-PARKS, MEDIANS & TRIANGLE	13,392.00	20,370.54	20,910.04	2,155.20	-539.50	102.6
Total Expenditures	1,402,875.00	1,507,473.08	1,509,412.61	93,138.64	-1,939.53	100.1

Audited Fund Balance at June 30, 2018: \$1,009,301

Please Note: Footnotes have been moved from last page to this Summary Report page.

# 1. Property Taxes	Taxes exceeded the anticipated 3% growth
# 2. Vehicle Allowance 10-10-4007	Change in management. Personal vehicle used more. Will be adjusted in with ETC
# 3. Meetings 10-10-5008	Additional charges due retirements, etc.,
# 4. Printing 10-10-5012	Additional printing ordered for various departments
# 5. Postage 10-10-5014	Tree information mailed to all residents
# 6. Computer Costs 10-10-5021	New category. Will be adjusted with the ETC and new budget.
# 7. Legal Counsel 10-10-5610	Higher costs due Administrative changes in FY.
# 8. Other Professional Services 10-10-5670	Contracted amount paid to HT Group at end of contract
# 9. Community Events 10-20-5017	Deposits for Summer events have been paid. Will be adjusted in audit.
#10. Vehicle Maintenance 10-30-40-50-5030	Higher gas costs and usage of company trucks.
#11. Street Lighting and Maint. 10-60-5650	Monthly bill showed credit due LED street light upgrade. Will receive actual bill at a later date.
#12. Tree trimming and removal.	New pricing due to contract affected projected costs.

REVENUE REPORT
 JUNE 2019 @ 100%

Page: 2
 8/2/2019
 1:17 pm

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES (1)	954,930.00	954,930.00	982,340.43	6,491.82	0.00	-27,410.43	102.9
ASSESSMENTS	339,900.00	339,900.00	344,065.67	2,527.49	0.00	-4,165.67	101.2
USE OF MONEY AND PROPERTY	8,000.00	20,000.00	13,228.92	0.00	0.00	6,771.08	66.1
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	5,096.94	764.55	0.00	55,303.06	8.4
FEES AND SERVICES	190,000.00	190,000.00	169,227.19	18,996.25	0.00	20,772.81	89.1
OTHER REVENUE	22,000.00	22,000.00	21,098.44	272.33	0.00	901.56	95.9
Dept: 00	1,575,230.00	1,587,230.00	1,535,057.59	29,052.44	0.00	52,172.41	96.7
Revenues	1,575,230.00	1,587,230.00	1,535,057.59	29,052.44	0.00	52,172.41	96.7
Grand Total Net Effect:	1,575,230.00	1,587,230.00	1,535,057.59	29,052.44	0.00	52,172.41	

EXPENDITURE REPORT
JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019
Fund: 10 - GENERAL FUND

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Expenditures							
Dept: 00							
OPERATIONS AND MAINTENANCE	0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
Dept: 00	0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS 2	656,214.00	649,400.00	639,262.67	44,519.75	0.00	10,137.33	98.4
OPERATIONS AND MAINTENANCE 3, 4, 5, 6	101,065.00	98,689.00	101,256.98	11,502.70	0.00	-2,567.98	102.6
CONTRACT SERVICES 7, 8	59,000.00	69,706.41	90,631.04	1,153.18	0.00	-20,924.63	130.0
CAPITAL EXPENDITURES	2,000.00	2,000.00	1,611.50	0.00	0.00	388.50	80.6
ADMINISTRATION	818,279.00	819,795.41	832,762.19	57,175.63	0.00	-12,966.78	101.6
Dept: 20 RECREATION							
SALARIES AND BENEFITS	100.00	0.00	0.00	0.00	0.00	0.00	0.0
OPERATIONS AND MAINTENANCE 9	40,000.00	44,750.00	51,510.79	575.96	0.00	-6,760.79	115.1
CONTRACT SERVICES	800.00	515.93	515.93	0.00	0.00	0.00	100.0
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
RECREATION	41,400.00	45,765.93	52,026.72	575.96	0.00	-6,260.79	113.7
Dept: 30 ROSSMOOR PARK							
OPERATIONS AND MAINTENANCE 10	77,800.00	72,028.00	67,085.14	11,519.09	0.00	4,942.86	93.1
CONTRACT SERVICES	30,100.00	28,480.04	32,442.01	2,618.55	0.00	-3,961.97	113.9
ROSSMOOR PARK	107,900.00	100,508.04	99,527.15	14,137.64	0.00	980.89	99.0
Dept: 40 MONTECITO CENTER							
OPERATIONS AND MAINTENANCE 10	15,424.00	23,779.00	22,257.86	2,475.39	0.00	1,521.14	93.6
CONTRACT SERVICES	4,700.00	3,279.58	3,970.98	290.95	0.00	-691.40	121.1
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
MONTECITO CENTER	20,624.00	27,558.58	26,228.84	2,766.34	0.00	1,329.74	95.2
Dept: 50 RUSH PARK							
OPERATIONS AND MAINTENANCE 10	97,580.00	114,350.00	113,973.14	7,094.34	0.00	376.86	99.7
CONTRACT SERVICES	29,900.00	28,479.58	32,171.56	2,618.55	0.00	-3,691.98	113.0
RUSH PARK	127,480.00	142,829.58	146,144.70	9,712.89	0.00	-3,315.12	102.3
Dept: 60 STREET LIGHTING 11							
CONTRACT SERVICES	103,000.00	103,000.00	63,461.61	4.95	0.00	39,538.39	61.6
STREET LIGHTING	103,000.00	103,000.00	63,461.61	4.95	0.00	39,538.39	61.6
Dept: 65 ROSSMOOR WALL							

EXPENDITURE REPORT
 JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,300.00	5,300.00	4,262.04	0.00	0.00	1,037.96	80.4
ROSSMOOR WALL	2,300.00	5,300.00	4,262.04	0.00	0.00	1,037.96	80.4
Dept: 70 STREET SWEEPING							
CONTRACT SERVICES	55,120.00	55,120.00	56,652.58	4,690.03	0.00	-1,532.58	102.8
STREET SWEEPING	55,120.00	55,120.00	56,652.58	4,690.03	0.00	-1,532.58	102.8
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	780.00	375.00	372.56	0.00	0.00	2.44	99.3
OPERATIONS AND MAINTENANCE	100.00	1,050.00	1,246.60	0.00	0.00	-196.60	118.7
CONTRACT SERVICES	86,500.00	93,800.00	116,627.25	1,920.00	0.00	-22,827.25	124.3
CAPITAL EXPENDITURES	26,000.00	32,000.00	29,190.33	0.00	0.00	2,809.67	91.2
PARKWAY TREES	113,380.00	127,225.00	147,436.74	1,920.00	0.00	-20,211.74	115.9
Dept: 90 MINI-PARKS AND MEDIANS							
OPERATIONS AND MAINTENANCE	10,042.00	17,450.00	17,189.76	1,864.25	0.00	260.24	98.5
CONTRACT SERVICES 12	3,250.00	2,820.54	3,720.28	290.95	0.00	-899.74	131.9
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	13,392.00	20,370.54	20,910.04	2,155.20	0.00	-539.50	102.6
Expenditures	1,402,875.00	1,507,473.08	1,509,412.61	93,138.64	0.00	-1,939.53	100.1
Grand Total Net Effect:	-1,402,875.00	-1,507,473.08	-1,509,412.61	-93,138.64	0.00	1,939.53	

REVENUE/EXPENDITURE REPORT
JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
3000	Current Secured Property Taxes ①	881,680.00	881,680.00	906,672.05	0.00	0.00	-24,992.05	102.8
3001	Current unsecured prop tax	27,000.00	27,000.00	31,100.09	4,610.86	0.00	-4,100.09	115.2
3002	Prior secured property taxes	7,100.00	7,100.00	5,337.09	259.94	0.00	1,762.91	75.2
3003	Prior unsecured prop taxes	350.00	350.00	304.15	304.15	0.00	45.85	86.9
3004	Delinquent property taxes	800.00	800.00	0.00	0.00	0.00	800.00	0.0
3010	Current supplemental assessmnt	24,000.00	24,000.00	23,388.22	1,316.87	0.00	611.78	97.5
3020	Public utility tax	14,000.00	14,000.00	15,538.83	0.00	0.00	-1,538.83	111.0
PROPERTY TAXES		954,930.00	954,930.00	982,340.43	6,491.82	0.00	-27,410.43	102.9
Acct Class: 31 ASSESSMENTS								
3105	Street light assessments ①	339,900.00	339,900.00	344,065.67	2,527.49	0.00	-4,165.67	101.2
ASSESSMENTS		339,900.00	339,900.00	344,065.67	2,527.49	0.00	-4,165.67	101.2
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	8,000.00	20,000.00	13,228.92	0.00	0.00	6,771.08	66.1
USE OF MONEY AND PROPERTY		8,000.00	20,000.00	13,228.92	0.00	0.00	6,771.08	66.1
Acct Class: 33 OTHER GOVERNMENT AGENCIES								
3301	State homeowner proptax relief	5,400.00	5,400.00	5,096.93	764.55	0.00	303.07	94.4
3305	County street sweep reimburse	55,000.00	55,000.00	0.01	0.00	0.00	54,999.99	0.0
OTHER GOVERNMENT AGENCIES		60,400.00	60,400.00	5,096.94	764.55	0.00	55,303.06	8.4
Acct Class: 34 FEES AND SERVICES								
3404	Court reservations	25,000.00	25,000.00	20,735.56	1,785.00	0.00	4,264.44	82.9
3405	Wall Rental	500.00	500.00	464.00	60.00	0.00	36.00	92.8
3406	Ball field reservations	25,000.00	25,000.00	25,136.50	2,369.00	0.00	-136.50	100.5
3410	Rossmoor building rental	18,500.00	18,500.00	18,002.25	1,783.75	0.00	497.75	97.3
3412	Montecito building rental	27,000.00	27,000.00	27,001.38	3,392.50	0.00	-1.38	100.0
3414	Rush Park Building Rental	94,000.00	94,000.00	77,887.50	9,606.00	0.00	16,112.50	82.9
FEES AND SERVICES		190,000.00	190,000.00	169,227.19	18,996.25	0.00	20,772.81	89.1
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	2,000.00	2,000.00	1,098.44	272.33	0.00	901.56	54.9
3502	Administrative Fee	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
OTHER REVENUE		22,000.00	22,000.00	21,098.44	272.33	0.00	901.56	95.9
Dept: 00		1,575,230.00	1,587,230.00	1,535,057.59	29,052.44	0.00	52,172.41	96.7
Revenues		1,575,230.00	1,587,230.00	1,535,057.59	29,052.44	0.00	52,172.41	96.7
Expenditures								
Dept: 00								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
9997	Transfer Out	0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
OPERATIONS AND MAINTENANCE		0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
Dept: 00		0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4000	Board of Directors Compensatn	8,000.00	8,000.00	6,288.89	1,500.00	0.00	1,711.11	78.6
4006	SALARY - ADMINISTRATION	236,000.00	236,000.00	223,246.74	16,754.23	0.00	12,753.26	94.6
4007	Vehicle Allowance ②	250.00	500.00	890.33	22.62	0.00	-390.33	178.1
4008	SALARY - RECREATION	114,764.00	120,500.00	130,861.12	10,514.81	0.00	-10,361.12	108.6
4009	SALARY - PARK/TREE MAINTENANCE	142,800.00	130,000.00	136,074.69	11,181.71	0.00	-6,074.69	104.7
4010	Workers Compensation Insurance	27,000.00	27,000.00	21,828.57	1,468.58	0.00	5,171.43	80.8
4011	Medical Insurance	91,000.00	91,000.00	79,014.19	0.00	0.00	11,985.81	86.8
4015	Federal Payroll Tax -FICA	34,000.00	36,400.00	41,058.14	3,077.80	0.00	-4,658.14	112.8

REVENUE/EXPENDITURE REPORT
JUNE 2019 @ 100%

Page: 6
8/2/2019
1:16 pm

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4018	State Payroll Taxes	2,400.00	0.00	0.00	0.00	0.00	0.00	0.0
SALARIES AND BENEFITS		656,214.00	649,400.00	639,262.67	44,519.75	0.00	10,137.33	98.4
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	17,500.00	19,774.00	19,774.48	0.00	0.00	-0.48	100.0
5004	Memberships and Dues	6,400.00	7,200.00	6,733.37	0.00	0.00	466.63	93.5
5006	Travel & Meetings 3	1,000.00	1,550.00	1,956.94	343.11	0.00	-406.94	126.3
5007	Televised Meeting Costs	21,100.00	21,100.00	19,528.50	1,757.60	0.00	1,571.50	92.6
5010	Publications & Legal Notices	6,500.00	6,500.00	7,175.54	264.00	0.00	-675.54	110.4
5012	Printing 4	1,000.00	1,000.00	2,387.42	1,054.97	0.00	-1,387.42	238.7
5014	Postage 5	2,000.00	2,700.00	4,285.50	867.87	0.00	-1,585.50	158.7
5016	Office Supplies	9,000.00	9,000.00	9,479.21	198.45	0.00	-479.21	105.3
5020	Telephone	14,365.00	14,365.00	12,092.21	1,362.42	0.00	2,272.79	84.2
5021	Computer Costs 6	3,700.00	3,700.00	5,115.02	363.92	0.00	-1,415.02	138.2
5045	Miscellaneous Expenditures	9,000.00	9,000.00	9,688.53	5,055.36	0.00	-688.53	107.7
5046	Bank Service Charge	2,000.00	2,800.00	3,040.26	235.00	0.00	-240.26	108.6
5050	Elections	7,500.00	0.00	0.00	0.00	0.00	0.00	0.0
OPERATIONS AND MAINTENANCE		101,065.00	98,689.00	101,256.98	11,502.70	0.00	-2,567.98	102.6
Acct Class: 56 CONTRACT SERVICES								
5610	Legal Counsel 7	23,000.00	28,000.00	43,974.78	0.00	0.00	-15,974.78	157.1
5615	Financial Audit-Consulting	12,000.00	12,940.00	12,940.00	0.00	0.00	0.00	100.0
5670	Other Professional Services 8	24,000.00	28,766.41	33,716.26	1,153.18	0.00	-4,949.85	117.2
CONTRACT SERVICES		59,000.00	69,706.41	90,631.04	1,153.18	0.00	-20,924.63	130.0
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	2,000.00	2,000.00	1,611.50	0.00	0.00	388.50	80.6
CAPITAL EXPENDITURES		2,000.00	2,000.00	1,611.50	0.00	0.00	388.50	80.6
ADMINISTRATION		818,279.00	819,795.41	832,762.19	57,175.63	0.00	-12,966.78	101.6
Dept: 20 RECREATION								
Acct Class: 40 SALARIES AND BENEFITS								
4007	Vehicle Allowance	100.00	0.00	0.00	0.00	0.00	0.00	0.0
SALARIES AND BENEFITS		100.00	0.00	0.00	0.00	0.00	0.00	0.0
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5006	Travel & Meetings	550.00	0.00	0.00	0.00	0.00	0.00	0.0
5017	Community Events 9	30,000.00	36,000.00	43,154.05	575.96	0.00	-7,154.05	119.9
5019	Fireworks	8,700.00	8,000.00	8,000.00	0.00	0.00	0.00	100.0
5045	Miscellaneous Expenditures	500.00	500.00	356.74	0.00	0.00	143.26	71.3
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE		40,000.00	44,750.00	51,510.79	575.96	0.00	-6,760.79	115.1
Acct Class: 56 CONTRACT SERVICES								
5670	Other Professional Services	800.00	515.93	515.93	0.00	0.00	0.00	100.0
CONTRACT SERVICES		800.00	515.93	515.93	0.00	0.00	0.00	100.0
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES		500.00	500.00	0.00	0.00	0.00	500.00	0.0
RECREATION		41,400.00	45,765.93	52,026.72	575.96	0.00	-6,260.79	113.7
Dept: 30 ROSSMOOR PARK								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5018	Janitorial Supplies	4,500.00	4,500.00	3,234.53	605.71	0.00	1,265.47	71.9
5022	Utilities	14,000.00	14,000.00	10,708.84	601.29	0.00	3,291.16	76.5
5023	Water	25,750.00	20,000.00	18,005.71	2,471.16	0.00	1,994.29	90.0

REVENUE/EXPENDITURE REPORT
JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 30 ROSSMOOR PARK							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5025 SECURED PROP TAX	950.00	928.00	927.66	0.00	0.00	0.34	100.0
5030 Vehicle Maintenance 10	800.00	800.00	1,070.17	80.23	0.00	-270.17	133.8
5032 Building & Grounds-Maintenance	30,000.00	30,000.00	31,942.34	7,609.72	0.00	-1,942.34	106.5
5034 Alarm Systems	850.00	850.00	889.17	150.98	0.00	-39.17	104.6
5045 Miscellaneous Expenditures	450.00	450.00	306.72	0.00	0.00	143.28	68.2
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	77,800.00	72,028.00	67,085.14	11,519.09	0.00	4,942.86	93.1
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	28,000.00	28,000.00	31,961.97	2,618.55	0.00	-3,961.97	114.1
5656 Tree Trimming	1,300.00	0.00	0.00	0.00	0.00	0.00	0.0
5670 Other Professional Services	800.00	480.04	480.04	0.00	0.00	0.00	100.0
CONTRACT SERVICES	30,100.00	28,480.04	32,442.01	2,618.55	0.00	-3,961.97	113.9
ROSSMOOR PARK	107,900.00	100,508.04	99,527.15	14,137.64	0.00	980.89	99.0
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	4,500.00	4,500.00	3,234.53	605.71	0.00	1,265.47	71.9
5022 Utilities	2,000.00	2,000.00	1,529.68	115.65	0.00	470.32	76.5
5023 Water	1,834.00	2,000.00	1,996.45	237.93	0.00	3.55	99.8
5025 SECURED PROP TAX	790.00	779.00	779.04	0.00	0.00	-0.04	100.0
5030 Vehicle Maintenance 10	800.00	1,000.00	987.28	80.23	0.00	12.72	98.7
5032 Building & Grounds-Maintenance	4,000.00	12,000.00	12,830.88	1,435.87	0.00	-830.88	106.9
5034 Alarm Systems	500.00	500.00	500.00	0.00	0.00	0.00	100.0
5045 Miscellaneous Expenditures	500.00	500.00	400.00	0.00	0.00	100.00	80.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	15,424.00	23,779.00	22,257.86	2,475.39	0.00	1,521.14	93.6
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	2,800.00	2,800.00	3,491.40	290.95	0.00	-691.40	124.7
5656 Tree Trimming	1,100.00	0.00	0.00	0.00	0.00	0.00	0.0
5670 Other Professional Services	800.00	479.58	479.58	0.00	0.00	0.00	100.0
CONTRACT SERVICES	4,700.00	3,279.58	3,970.98	290.95	0.00	-691.40	121.1
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
MONTECITO CENTER	20,624.00	27,558.58	26,228.84	2,766.34	0.00	1,329.74	95.2
Dept: 50 RUSH PARK							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	4,500.00	4,500.00	3,244.22	607.52	0.00	1,255.78	72.1
5022 Utilities	22,000.00	25,000.00	23,228.69	1,407.30	0.00	1,771.31	92.9
5023 Water	37,080.00	39,000.00	38,693.24	2,081.51	0.00	306.76	99.2
5025 SECURED PROP TAX	3,700.00	3,550.00	3,550.22	0.00	0.00	-0.22	100.0
5030 Vehicle Maintenance 10	800.00	800.00	987.96	80.23	0.00	-187.96	123.5
5032 Building & Grounds-Maintenance	28,000.00	40,000.00	43,228.69	2,803.78	0.00	-3,228.69	108.1
5034 Alarm Systems	750.00	750.00	840.12	114.00	0.00	-90.12	112.0
5045 Miscellaneous Expenditures	250.00	250.00	200.00	0.00	0.00	50.00	80.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	97,580.00	114,350.00	113,973.14	7,094.34	0.00	376.86	99.7
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	28,000.00	28,000.00	31,691.98	2,618.55	0.00	-3,691.98	113.2

REVENUE/EXPENDITURE REPORT
JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5656 Tree Trimming	1,100.00	0.00	0.00	0.00	0.00	0.00	0.0
5670 Other Professional Services	800.00	479.58	479.58	0.00	0.00	0.00	100.0
CONTRACT SERVICES	29,900.00	28,479.58	32,171.56	2,618.55	0.00	-3,691.98	113.0
RUSH PARK							
127,480.00	142,829.58	146,144.70	9,712.89	0.00	-3,315.12	102.3	
Dept: 60 STREET LIGHTING							
Acct Class: 56 CONTRACT SERVICES							
5650 Lighting and Maintenance	103,000.00	103,000.00	63,461.61	4.95	0.00	39,538.39	61.6
CONTRACT SERVICES	103,000.00	103,000.00	63,461.61	4.95	0.00	39,538.39	61.6
STREET LIGHTING							
103,000.00	103,000.00	63,461.61	4.95	0.00	39,538.39	61.6	
Dept: 65 ROSSMOOR WALL							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	2,200.00	2,200.00	2,200.00	0.00	0.00	0.00	100.0
5032 Building & Grounds-Maintenance	100.00	3,100.00	2,062.04	0.00	0.00	1,037.96	66.5
OPERATIONS AND MAINTENANCE	2,300.00	5,300.00	4,262.04	0.00	0.00	1,037.96	80.4
ROSSMOOR WALL							
2,300.00	5,300.00	4,262.04	0.00	0.00	1,037.96	80.4	
Dept: 70 STREET SWEEPING							
Acct Class: 56 CONTRACT SERVICES							
5642 Street Sweeping	55,120.00	55,120.00	56,652.58	4,690.03	0.00	-1,532.58	102.8
CONTRACT SERVICES	55,120.00	55,120.00	56,652.58	4,690.03	0.00	-1,532.58	102.8
STREET SWEEPING							
55,120.00	55,120.00	56,652.58	4,690.03	0.00	-1,532.58	102.8	
Dept: 80 PARKWAY TREES							
Acct Class: 40 SALARIES AND BENEFITS							
4007 Vehicle Allowance	780.00	375.00	372.56	0.00	0.00	2.44	99.3
SALARIES AND BENEFITS	780.00	375.00	372.56	0.00	0.00	2.44	99.3
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5017 Community Events	0.00	1,000.00	1,246.60	0.00	0.00	-246.60	124.7
5030 Vehicle Maintenance	50.00	0.00	0.00	0.00	0.00	0.00	0.0
5051 Equipment Rental	50.00	50.00	0.00	0.00	0.00	50.00	0.0
OPERATIONS AND MAINTENANCE	100.00	1,050.00	1,246.60	0.00	0.00	-196.60	118.7
Acct Class: 56 CONTRACT SERVICES							
5656 Tree Trimming	76,000.00	82,000.00	105,045.33	1,920.00	0.00	-23,045.33	128.1
5657 Tree Care/Treatments	5,000.00	6,000.00	5,280.00	0.00	0.00	720.00	88.0
5660 TREE REMOVAL	2,500.00	2,800.00	3,544.00	0.00	0.00	-744.00	126.6
5670 Other Professional Services	3,000.00	3,000.00	2,757.92	0.00	0.00	242.08	91.9
CONTRACT SERVICES	86,500.00	93,800.00	116,627.25	1,920.00	0.00	-22,827.25	124.3
Acct Class: 60 CAPITAL EXPENDITURES							
6015 Trees	26,000.00	32,000.00	29,190.33	0.00	0.00	2,809.67	91.2
CAPITAL EXPENDITURES	26,000.00	32,000.00	29,190.33	0.00	0.00	2,809.67	91.2
PARKWAY TREES							
113,380.00	127,225.00	147,436.74	1,920.00	0.00	-20,211.74	115.9	
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5022 Utilities	1,150.00	1,150.00	752.78	22.86	0.00	397.22	65.5
5023 Water	6,592.00	7,000.00	7,674.31	872.03	0.00	-674.31	109.6
5032 Building & Grounds-Maintenance	2,000.00	9,000.00	8,762.67	969.36	0.00	237.33	97.4
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0

REVENUE/EXPENDITURE REPORT
 JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 90 MINI-PARKS AND MEDIANS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5051	Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052	Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		10,042.00	17,450.00	17,189.76	1,864.25	0.00	260.24	98.5
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	2,800.00	2,800.00	3,491.40	290.95	0.00	-691.40	124.7
5656	Tree Trimming	400.00	0.00	208.34	0.00	0.00	-208.34	0.0
5670	Other Professional Services	50.00	20.54	20.54	0.00	0.00	0.00	100.0
CONTRACT SERVICES		3,250.00	2,820.54	3,720.28	290.95	0.00	-899.74	131.9
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		13,392.00	20,370.54	20,910.04	2,155.20	0.00	-539.50	102.6
Expenditures		1,402,875.00	1,507,473.08	1,509,412.61	93,138.64	0.00	-1,939.53	100.1
Net Effect for GENERAL FUND		172,355.00	79,756.92	25,644.98	-64,086.20	0.00	54,111.94	32.2
Change in Fund Balance:				25,644.98				

REVENUE/EXPENDITURE REPORT
 JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH								
Revenues								
Dept: 00								
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	380,000.00	380,000.00	379,264.10	0.00	0.00	735.90	99.8
3101	Property assessments-prior yr	3,400.00	3,400.00	676.19	70.43	0.00	2,723.81	19.9
ASSESSMENTS		383,400.00	383,400.00	379,940.29	70.43	0.00	3,459.71	99.1
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	1,058.00	1,058.00	0.00	0.00	0.00	1,058.00	0.0
USE OF MONEY AND PROPERTY		1,058.00	1,058.00	0.00	0.00	0.00	1,058.00	0.0
Dept: 00		384,458.00	384,458.00	379,940.29	70.43	0.00	4,517.71	98.8
Revenues		384,458.00	384,458.00	379,940.29	70.43	0.00	4,517.71	98.8
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5617	Administrative Fees	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
5619	Bond Trustee	3,048.00	3,324.00	3,323.50	0.00	0.00	0.50	100.0
CONTRACT SERVICES		23,048.00	23,324.00	23,323.50	0.00	0.00	0.50	100.0
Acct Class: 58 DEBT SERVICE								
5800	Principal	295,000.00	295,000.00	294,993.05	0.00	0.00	6.95	100.0
5801	Interest	56,265.00	56,265.00	54,035.66	0.00	0.00	2,229.34	96.0
DEBT SERVICE		351,265.00	351,265.00	349,028.71	0.00	0.00	2,236.29	99.4
RUSH PARK		374,313.00	374,589.00	372,352.21	0.00	0.00	2,236.79	99.4
Expenditures		374,313.00	374,589.00	372,352.21	0.00	0.00	2,236.79	99.4
Net Effect for ASSESSMENT DISTRICT FUND-RUSH		10,145.00	9,869.00	7,588.08	70.43	0.00	2,280.92	76.9
Change in Fund Balance:				7,588.08				

REVENUE/EXPENDITURE REPORT
 JUNE 2019 @ 100%

Rossmoor Community

For the Period: 7/1/2018 to 6/30/2019		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 35 OTHER REVENUE								
3600	TRANSFER IN/OUT OTHER FUNDS	0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
	OTHER REVENUE	0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
Dept: 00								
		0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
Revenues								
		0.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
Expenditures								
Dept: 30 ROSSMOOR PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	37,825.00	41,650.63	3,816.46	0.00	-3,825.63	110.1
	CAPITAL EXPENDITURES	0.00	37,825.00	41,650.63	3,816.46	0.00	-3,825.63	110.1
ROSSMOOR PARK								
		0.00	37,825.00	41,650.63	3,816.46	0.00	-3,825.63	110.1
Dept: 40 MONTECITO CENTER								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	12,000.00	14,557.11	0.00	0.00	-2,557.11	121.3
	CAPITAL EXPENDITURES	0.00	12,000.00	14,557.11	0.00	0.00	-2,557.11	121.3
MONTECITO CENTER								
		0.00	12,000.00	14,557.11	0.00	0.00	-2,557.11	121.3
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	8,148.00	8,148.83	0.00	0.00	-0.83	100.0
	CAPITAL EXPENDITURES	0.00	8,148.00	8,148.83	0.00	0.00	-0.83	100.0
RUSH PARK								
		0.00	8,148.00	8,148.83	0.00	0.00	-0.83	100.0
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	11,500.00	16,500.00	16,414.99	1,049.59	0.00	85.01	99.5
	OPERATIONS AND MAINTENANCE	11,500.00	16,500.00	16,414.99	1,049.59	0.00	85.01	99.5
	CAPITAL PROJECTS	11,500.00	16,500.00	16,414.99	1,049.59	0.00	85.01	99.5
Expenditures								
		11,500.00	74,473.00	80,771.56	4,866.05	0.00	-6,298.56	108.5
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS								
Change in Fund Balance:		-11,500.00	-14,473.00	-20,771.56	-4,866.05	0.00	6,298.56	143.5
				-20,771.56				
Grand Total Net Effect:		171,000.00	75,152.92	12,461.50	-68,881.82	0.00	62,691.42	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: August 13, 2019

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF EXTENDED HOURS, SPECIAL EVENT REQUEST FOR USE OF RUSH PARK FOR THE ANNUAL SCHOOL GHOUL 5K RUN WALK/EVENT

RECOMMENDATION:

Direct the General Manager on how to proceed with event request for use of Rush Park prior to 8 a.m. for the Annual School GhouL 5k Run/Walk event scheduled for two consecutive days with event set up scheduled for Saturday, October 26, 2019 at 1 p.m. (applicant will provide overnight security) and the Annual School GhouL Run event on Sunday, October 27, 2019 from 6 a.m. to 12 p.m.

BACKGROUND:

In October 2015, the first School GhouL 5k Run/Walk event was held at Rush Park and through the streets of Rossmoor. The scope of the event included a starting line at Rush Park, a walk/run through Rossmoor along Foster/Hedwig to Rossmoor Park, and back to Rush Park where participants crossed the finish line, enjoyed snacks, a vendor fair and costume contest. Subsequently, the Annual School GhouL event has been held each year since 2015.

District staff is aware of County permitting requirements for special events conducted within Rossmoor's parks. Due to the County's jurisdiction of public rights-of-way (Rossmoor's streets), the Annual School GhouL event is required to pull obtain a Road Encroachment permit with required signed approval from 100 residents residing along the race path. Additionally, the County permitting department also requires on-site building and planning inspections for the use of the generator and stage in the park.

Furthermore, the RCSD required a permit for the use of the park and for additional staff to monitor the event.

FINDINGS:

District staff recently received the request for the 8th Annual School Ghou! 5k Run/Walk to be held on Sunday, October 27, 2019. Due to the request exceeding event limitations with overnight hours and beginning prior to 8 a.m. (park opening hours), the General Manager is requiring their request to be approved by the Board to comply with Policy No. 6010.10 which governs the administration of the Facility Usage. Section 6010.10 "General Manager Authority" states:

"Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless otherwise approved by the Board, no outdoor events, including preparation time or clean up time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m. or conclude after dusk on non-lighted parks and facilities or 10.00 p.m. on lighted parks and facilities."

This year's event set up is scheduled for Saturday, October 26, 2019 at 1 p.m. (applicant will provide overnight security) and the Annual School Ghou! Run event will be held on Sunday, October 27, 2019 from 6 a.m. to 12 p.m. This year's event will include an estimated 500 participants, several volunteers, carnival-style ghou! zone, DJ, a pancake breakfast and a vendor fair. The race route will be the same as in 2018. The event end time is 12 p.m.

If approved, this event would take place at the same time Calvary Church has use of the Rush Park Auditorium. Due to this conflict, District staff is requiring the permittee to inform participants to park in the street.

The County requires the District's acknowledgement of the event prior to issuing required County permits to the permittee. The request is only for the use of Rush Park since the District has no jurisdiction over the public right-of-way. Through their permitting process, the County of Orange will approve the race route.

ATTACHMENTS:

1. Special Event Application
2. District Indemnification for Use of Facilities & Property
3. Scope of Event



ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710
 WEBSITE: WWW.ROSSMOOR-CSD.ORG / E-MAIL: RCSD@ROSSMOOR-CSD.ORG

APPLICATION FOR FACILITY USE PERMIT

This application does not guarantee a reservation until approved by the General Manager and if applicable, the Board of Directors of the Rossmoor Community Services District or his/her designee. Please check the appropriate box(es) and indicate the facility requested.

<input type="checkbox"/> Rush Park Auditorium	<input checked="" type="checkbox"/> Rush Park Kitchen	<input type="checkbox"/> Rush Park East Room	<input type="checkbox"/> Rush Park West Room
<input type="checkbox"/> Rossmoor Park Community Room	<input type="checkbox"/> Rossmoor Park Kitchen	<input type="checkbox"/> Montecito Center	<input checked="" type="checkbox"/> Picnic Area (Reservations by Residents Only)
<input type="checkbox"/> Athletic Field(w/facility)	<input checked="" type="checkbox"/> Special Use (Attach Special Use Application)		
<input type="checkbox"/> Other (Please Specify) _____			
ROSSMOOR RESIDENT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		* Facility and Field Brochures and User Procedures can be viewed on our website	
Facility/Park Site: 1st Choice RUSH PARK		2nd Choice	
Name (Individual /Organization): GUS QUIMONCE / RUN RACING LLC		Email: RSEAGREN@RUNRACING.COM <input type="checkbox"/>	
If Organization: 501 (C) (3)		Private for Profit <input checked="" type="checkbox"/>	
Responsible Person/Representative: ROBERT SEAGREN			
Address: [REDACTED]		City: LOS ALAMITOS	Zip: 90720
Telephone: Home: 0	Cell: [REDACTED]	Work: [REDACTED]	Fax: 0
Date(s) of Event: 10/29/19	Day(s): 1	Time of Actual Event (Guest Arrival) 6:00AM - 12 NOON	
Start Time: 6:00AM	End Time: 12 NOON	Total Hours Requested: 6	
(Applicant must include set-up/decorating time and clean-up time.)			
Name of Event: SCHOOL HALL LOS ALAMITOS		Type of Event: RUN	
For birthday/graduation party, indicate age of celebrant: (Attendants are assigned as required at the discretion of the District)			
Number of attendees: Adults 300 Minors(17 and under) 200 Total 500			

Please answer all questions correctly. Unanswered questions may delay your request.

- | | | |
|---|---|--|
| 1. - Is the event open or advertised to the public? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. Is this a car club? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Is this a fundraising/revenue producing event? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Will there be soliciting or selling of any kind? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

If YES on items 1, 2, 3, or 4 please also complete items 17-30 on pages 3 & 4 (Special Use Information)

- | | | |
|--|---|--|
| 5. Is this an organized group, such as a club, school or business? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 6. Will there be a caterer to provide the food for your event? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 7. Will this event be having some type of music? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Please check: Live Band <input type="checkbox"/> Disc Jockey <input type="checkbox"/> Amplified Music <input checked="" type="checkbox"/> P.A. System <input checked="" type="checkbox"/> Radio <input type="checkbox"/> | | |
| Please note that some facilities may not allow music | | |
| 8. Will there be dancing? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Please note that teen (13-17) years old parties will be required to have an attendant. | | |

9. Will you require use of the stage? Yes No
You must notify the District office if you need the stage cleared prior to your event.
10. Will the event be advertised prior to the event date? How? Yes No
 Please check: Flyer Newspaper Radio **EMAILS**
11. Will there be any type of display or advertising at the event? Yes No
12. Will you be displaying or judging any motor vehicles? Yes No
13. Will there be any promotionals or give aways/samples? Yes No
14. Will there be animals during the event? Yes No
Animal shows will require a permit from Animal Control and prior approval from the General Manager
15. Will you be having a bouncer/moonbounce? (Only on designated areas/Requires \$1 million insurance policy) Yes No

Name of authorized bouncer/moonbounce company (Refer to attached listing): _____

16. Please read and initial on the following important policies, rules and regulations:

- a. Setup/clean-up/removal of decorations will be the responsibility of the group. Please include this in your requested time. You will not be given access prior to the time scheduled on your User Permit. Non compliance of this policy will cause forfeiture of the refundable security deposit. The deposit will be refunded to the applicant if the facility is left clean and free of damage.
- b. All permittees will be required to sign, in person, a District Indemnification form, a Facility User Procedures Agreement and the User Permit.
- c. If group is an organization, issue refundable deposit check to: RUN RACING LLC
- d. Amenities may not be adequate. Please refer to our facilities brochure or contact the General Clerk to check on amenities such as tables, chairs, kitchen, refrigerator, etc. Groups are responsible for providing additional tables and chairs as needed.
- e. Consumption of alcohol or substance abuse is not allowed on any District properties. Violation of this regulation will mean forfeiture of the refundable security deposit and cancellation of your event at time of infraction.
- f. Parking will only be allowed in designated areas. No parking on grass or walkways.
- g. Gambling is not allowed on Rossmoor Community Services District properties.
- h. The use of candles is not allowed inside any rental facility.
- i. Other permits may be required depending on the type of event (i.e. ABC, Health, Charitable Solicitation.)
- j. Law Enforcement intervention due to violation of rules and regulations will mean cancellation of event and may incur additional charges, affect future use and forfeiture of any remaining fees and security deposit paid.
- k. Applications must be received at least 15 working days prior to the date of the event. To avail of the Rossmoor residence fee, please attach a copy of your driver's license and a most recent utility bill. Requests made 10-14 working days prior to the event must be made in person and all fees paid for in full and in cash. Requests made less than 10 working days but no less than 5 working days may be accommodated on a case by case basis, subject to availability of facility and staff.
- l. Submission of the completed form does not guarantee you the facility/date. You will be notified if the facility is not available.
- m. Reservations can only be made 6 months in advance. Submit the completed application form along with the a \$20 User Permit Fee and initial deposit of \$175 if booking an indoor facility, a \$20 User Permit Fee if booking a reserveable picnic site/open space and/or ball field. \$20 User Permit Fee is due for all Permits to Gather. If facility or any other alternative is not available your deposit will be refunded to you within 7-14 business days.
- n. Permittee must sign the facility permit and return along with the balance of the payment within the due date indicated on the permit (10 calendar days after the reservation was made). In the event the signed permit and balance payment are not received by the due date, your reservation will be canceled and you will be refunded the deposit less the applicable service fee.
- o. For teen parties (under 18 years of age), reservations must be made at least 15 working days prior to the event. One adult shall be present for every minor under the age of 18. No event will be permitted to start without the attendant.
- p. Cancellation Policy: Applicable processing and cancellation fees will be withheld by the District as per Policy 6010.60.
- q. Any request, to extend the time of the original reservation must be made for a minimum of one hour and must be made at least 10 working days prior to the event, subject to availability of facility and staff. Changes made to the dates, times, number of attendees, etc. after the permit has been processed will be assessed a permit change fee of \$20.00 after the second occurrence. SS (initial)
- r. Any cost incurred due to damage to the facility or due to law enforcement intervention arising from the group's event will be billed to the group.
- s. Payments may be in the form of cash or check. All deposits and fees for reservations made within 14 working days or less must be paid in full, and must be made in cash. All balances must be paid in full no less than two weeks prior to being issued a valid User Permit.

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be canceled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

I certify that I have read and understand all the rules and regulations governing the use of the facility. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the facility. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

Signature of Applicant: [Signature] Date: 7-23-19

Signature of District Official: _____ Date: _____

General Manager Approval (if required): _____ Date: _____



ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710
WEBSITE: WWW.ROSSMOOR-CSD.ORG / E-MAIL: RCSD@ROSSMOOR-CSD.ORG

SPECIAL USE INFORMATION (Subject to approval from the District General Manager)

Please answer all the questions and provide additional sheets if necessary.

17. Event Date(s): 10/27/19 Time: 6:00 AM - 12 NOON
Time: _____
Time: _____

18. Set up Date(s)/Time: 10/26/19 1:00pm - 6:00pm

19. Break Down Date(s)/Time: 10/27/19 12 NOON

20. Estimated No. of Attendance: Participants 500 Spectators 100 Staff 40
Participants _____ Spectators _____ Staff _____

21. How will the event be advertised? (Flyers, newspapers, radio, television, etc.) Please describe.

FLYERS, NEWSPAPERS, EMAILS

22. Will monies or donations be collected at the event? Yes No

If yes, please explain types of fees or charges and amounts. REGISTRATION FEES \$500 \$4500

23. How will the funds generated by the event be used?

24. Will food or merchandise be sold or displayed at the event? Yes No

If yes, anticipated number of food vendors: 2 Anticipated number of merchandise vendors: 5

25. Will food or merchandise be given away for free? Yes No

Please explain.

WATER BOTTLES AND LIGHT SNACKS TO ALL FINISHERS OF EACH RACE

26. Will you require electricity for any portion of your event? Yes No

If yes, please explain in detail what the electricity will be used for and how it will be provided. (Electricity is only available in certain areas)

MAIN STAGE SOUND SYSTEM - START/FINISH SOUND SYSTEM
REGISTRATION AREA - WE PROVIDE GENERATORS.

27. Will any temporary structures or equipment be brought to the site for the event? (Stages, fencing, generators, lighting, sound system, seating, bleachers, tents, booths, portable toilets, etc.) Yes No

If yes, please describe in detail and attach site plan. Tent/Canopies larger than 10 x 10 need special permits and approval.

28. Will the event include music or amplified sound? (P.A. system, live music, recorded music, DJ, etc.) Yes No

29. If yes, describe in detail. (If live performance, please include names of performers.)

P.A. SYSTEM + DJ FOR AWARDS AND LIGHT MUSIC.

30. Please provide any additional information concerning the scope of your event not addressed above. (i.e. carnivals, game booths, animal rides, moonbounces, etc.)

5K RUN
1 MILE RUN
4 KIDS RACES

31. If you answered "Yes" to questions 1 through 3, the following are additional permits or approvals required from other County/District

Departments depending on the type of activity:

- a. O.C. Fire Authority -For tent/canopy, open flame or site plans
- b. Health Department -Food Permit from Environmental Health Division
- c. Sheriff's Department -Special Event Coordinator for Security
- d. Public Service -Barricades/cones and "no parking" signs

The proposed event may require additional review, approval, permits, licenses and/or inspections from other City departments. I understand that if I have provided false or inaccurate information on this application, the event may be canceled prior to or during the event at the discretion of the General Manager or his/her designee, and will result in forfeiture of fees paid, deposits and/or denial of current and future applications for use of District facilities and may incur additional District charges.

I am authorized to sign on behalf of the applicant/organization. I hereby certify that to the best of my knowledge and belief the above statements are true. I agree to reimburse the District for any loss or damage caused by this usage and to hold the District safe from any liability arising out of the use of the premises or equipment. I will be present throughout the activity and will be responsible for the adherence to regulations governing use of the facilities.

Name (Please Print) ROBERT SALPEN Organization: RUN RACING LLC

Signature: *[Handwritten Signature]* Title CEO Date 7-23-19

FOR DEPARTMENT USE ONLY

Received by: _____ Date: _____
General Manager Approval: _____ Date: _____
Processed by: _____ Date: _____



ROSSMOOR COMMUNITY SERVICES DISTRICT

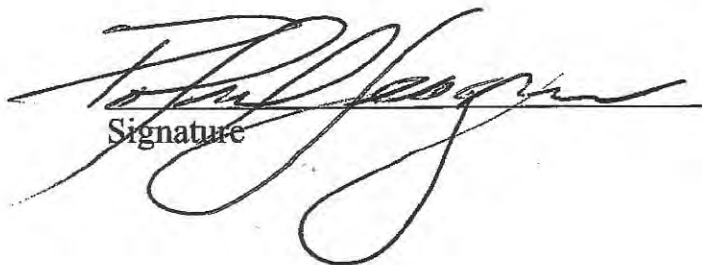
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WEBSITE: WWW.ROSSMOOR-CSD.ORG E-MAIL ADDRESS: RCSD@ROSSMOOR-CSD.ORG

**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

7-23-19
Date



8th annual Rossmoor Run to benefit the Los Alamitos Unified School District

Held on October 27th, 2019 at Rush Park the Rossmoor School GhouL Los Alamitos 1 Mile, 5K and Kid's Festival of Races is a district-wide event that raises awareness of the importance of physical fitness and helps to raise funds for the Los Alamitos Unified School District. The goal is to promote physical fitness and a sense of community while working with local businesses and neighbors to raise funds for the wonderful enrichment programs which benefit every child at every level in the LAUSD. The kid's Festival of Races event has been a huge success and has become the go-to event for youth in the fall season. The School GhouL Run is an opportunity for all members of the community to work together to support education of mind, heart and spirit for local students.

The Run: Flat and fast. Out and back through the scenic tree-lined streets of Rossmoor. Cash prizes and Brooks merchandise will be awarded to top runners. Medals will be awarded to age division winners. This fun community event also includes a carnival-style GhouL Zone, Costume Contest and Ghoulishly Great Pancake Breakfast. Plus, the first 250 Kids who register will receive a free pumpkin!

The Event: Entertainment, community festival and expo, costume contest, pumpkin patch and GhouL Zone. Adults and kids can run or walk, enjoy the Halloween festivities and enjoy a hearty breakfast. The Boy Scouts will be flipping pancakes starting at 8:00am.

Location: Rush Park, 3021 Blume Drive, Rossmoor, 90720

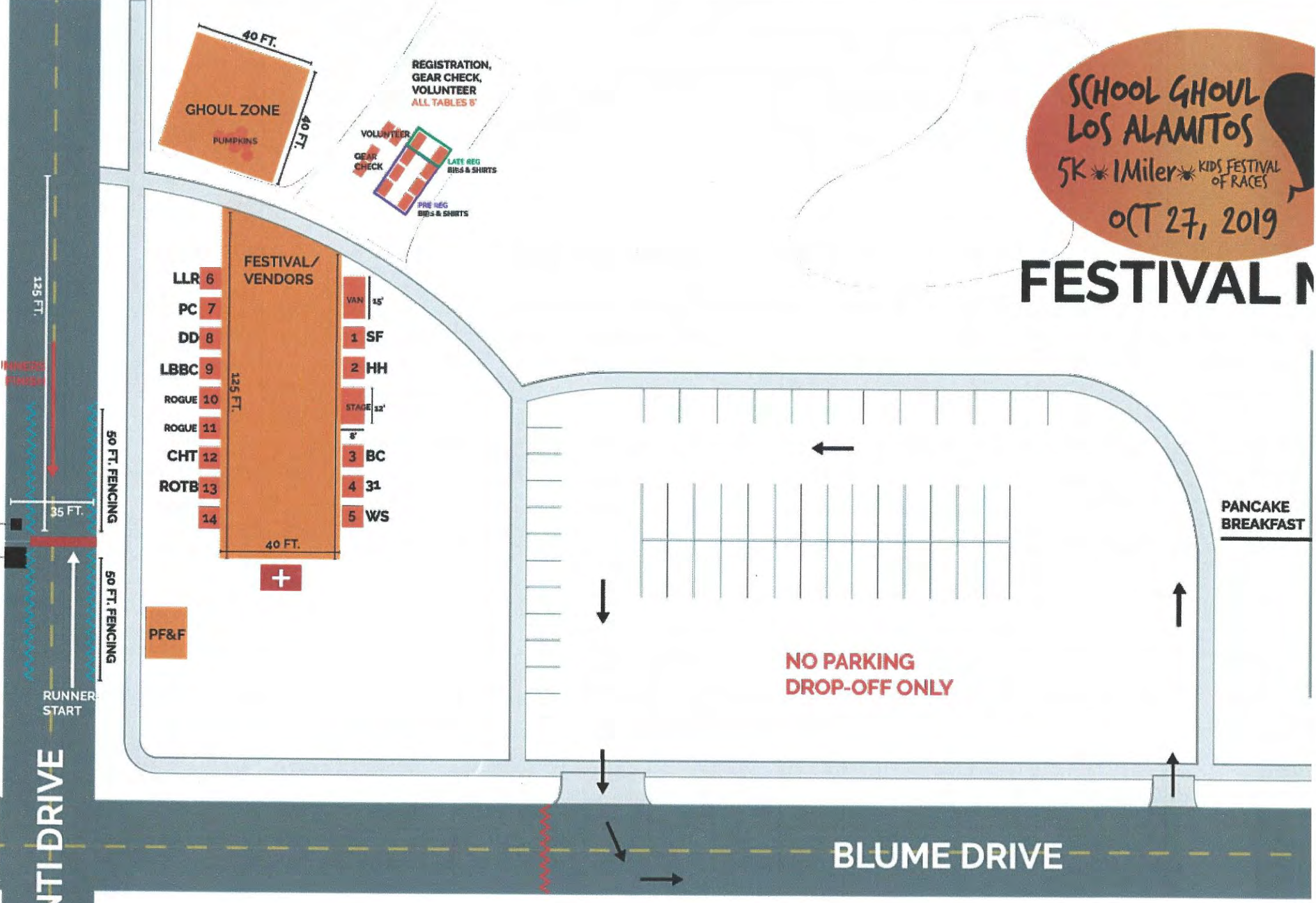
Registration:

- Online at www.schoolghoulrun.com
- Downloadable Mail in form on www.schoolghoulrun.com (contact tab)
- Day before on site at Rush Park, October 26th from 3:00 – 6:00pm
- Race day October 27th starting at 6:00am until race start

Event Website: www.schoolghoulrun.com

Contact: info@runracing.com or call Bob Seagren at 562-795-8900

**SCHOOL GHOUL
LOS ALAMITOS**
5K * 1Miler * KIDS FESTIVAL
OF RACES
OCT 27, 2019
FESTIVAL M



CHIANTI DRIVE

BLUME DRIVE

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: August 13, 2019

To: Honorable Board of Directors

From: General Manager

Subject: DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HAPPY HOUR FIT CLUB INSTRUCTOR KERRIE DAVANNON FOR FITNESS INSTRUCTION AT RCSD PARKS

RECOMMENDATION:

Authorize General Manager to execute a new Park Use Agreement with Kerrie DaVannon to continue to operate her Happy Hour Fit Club at Rush and Rossmoor Parks.

BACKGROUND:

For several years the District has had a Park Use Agreement with Ms. Kerrie DaVannon for the provision of operating a for profit, Happy Hour Fit Club, at Rossmoor Parks. At your September 6, 2016 Board meeting, the Board approved a new contract services Agreement with Mrs. DaVannon. Pursuant to the terms of that Agreement, that Agreement was extended for two, one year terms. That Agreement will expire on September 6, 2019.

Mrs. DaVannon has been in full compliance with the terms of her Agreement and she is requesting a renewal of her Agreement. The existing Agreement was for an initial one year term, with two one year extension options. The General Manager has requested the this new Agreement be for an initial term of two years, with a one year extension option. This request is consistent with other recent use agreements. General Counsel has prepared the new Park Use Agreement with this revision for the Board's Consideration. The new Agreement, if approved by the Board, would commence on September 7, 2019 and expire on September 6, 2021.

ATTACHMENTS:

1. Park Use Agreement: Kerrie DaVannon: Happy Hour Fit Club Instructor
2. Certificates of Insurance

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARK USE AGREEMENT

KERRIE DAVANNON: HAPPY HOUR FIT CLUB INSTRUCTOR

This Park Use Agreement (“AGREEMENT”) is made and entered into this 13th day of August, 2019 by and between Rossmoor Community Services District (“DISTRICT”), and Kerrie DaVannon (“USER”). The DISTRICT and USER are sometimes referred to in this AGREEMENT, each individually as a “Party,” or collectively, as the “Parties.”

RECITALS

WHEREAS, the Rossmoor Community Services District is a public agency authorized to own, operate, maintain and repair parks and facilities for public recreation;

WHEREAS, the DISTRICT has the authority to establish fees or other charges for use of the two parks operated by the DISTRICT;

WHEREAS, the DISTRICT is establishing a new fee structure for entities that use Rossmoor parks that are for-profit businesses providing exercise classes and coaching services for a fee;

WHEREAS, USER has established an exercise program for the benefit of its members, the majority of whom are residents of Rossmoor;

WHEREAS, USER has operated its exercise programs over the past three years primarily in Rossmoor Parks;

WHEREAS, USER is a for-profit business that charges its members a fee for its services;

WHEREAS, The DISTRICT and USER have mutual interest in continuing to provide exercise programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, USER desires to continue providing such exercise programs on the terms and conditions set forth in this AGREEMENT.

WHEREAS, The DISTRICT desires to enter into this AGREEMENT for the non-exclusive use of District parks;

NOW, THEREFORE, DISTRICT AND USER AGREE AS FOLLOWS:

1. USE

- 1.1 USER may use the Rossmoor parks as specified in Exhibit A, Use of Parks, for the provision and administration of outdoor softball instruction and related activities subject to approval by the DISTRICT’s Board of Directors.

- 1.2 USER promises and agrees to furnish all labor, materials, tools, equipment, and services necessary to fully and adequately perform its fitness programs. USER shall be responsible for offering, scheduling, and conducting all the outdoor fitness program activities set forth in Exhibit A, Use of Parks, attached hereto.
- 1.3 USER assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 USER is not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the USER a non-exclusive permit to utilize District property in accordance with the Use of Parks specified in Exhibit A, attached hereto, and the terms and conditions set forth herein below. The USER shall not use the facilities in any manner contrary to the terms of this AGREEMENT without DISTRICT's prior written consent.
- 2.2 No legal title or leasehold interest in the Facilities is created or vested by the USER by this AGREEMENT.
- 2.3 DISTRICT agrees that the fee charged USER under this AGREEMENT will be the same as those applied to all similar for-profit entities that charge a fee for the same or similar services in Rossmoor parks. For clarification, this provision will specifically apply to individuals or organizational entities that provide guided exercise classes for individuals or groups on a fee-for-service basis and are other than not-for-profit organizations. Further, if any such entity is charged a lower fee, USER will be subject to equal fee rates.

3. TERM & TERMINATION

- 3.1 The initial term of the AGREEMENT shall be from September 7, 2019 to September 6, 2021.
- 3.2 Prior to the expiration of the initial term, this AGREEMENT may be extended for up to one (1) additional one (1) year term in the sole discretion of the District General Manager, provided USER is in compliance with all of the provisions of this AGREEMENT.
- 3.3 The initial term or any additional term may be terminated by DISTRICT upon giving 30 days written notice to USER.
- 3.4 This AGREEMENT, and the permit granted hereunder, may be terminated by the DISTRICT based upon a breach of any of the terms and conditions of this AGREEMENT by the USER. DISTRICT will provide USER notice of the breach and be given five days to cure the breach before termination becomes effective.

3.5 **Termination by USER.** USER may terminate this AGREEMENT upon giving 30 days written notice to DISTRICT. This AGREEMENT is not transferable or assignable by USER to any other person or entity without the prior written consent of DISTRICT.

4. **SERVICES OF USER**

4.1 USER agrees to the following:

- a. USER will provide all required personnel and be responsible for the supervision of their class(es). USER will furnish all necessary and appropriate equipment and materials.
- b. USER is responsible for the care of all DISTRICT owned equipment and property utilized by the USER. In the event the District's equipment and property are made available through Joint-Use Agreements, USER shall be responsible for the care and proper use of said items.
- c. DISTRICT is not obligated to provide for storage for any USER owned goods, equipment, or materials. In the event that storage is made available, DISTRICT is not responsible for theft, damage, loss, fire, or other event that may cause damage to USER property.

4.2 **Standard of Performance.** USER agrees that all exercise classes shall be performed in a competent, professional, manner, and that all goods, materials, equipment or personal property used in the classes shall be of good quality, fit for the purpose intended.

4.3 **USER** stipulates that he/she is trained and qualified to teach or conduct courses.

4.4 **Professionalism.** USER agrees to treat parks patrons, passersby, DISTRICT staff and agents with respect and act in a professional manner. Inappropriate conduct or attitude towards any of the above may result in termination of this agreement.

4.5 **Facility Availability.** USER agrees that the DISTRICT cannot guarantee park location and assignment of such. Assignments are determined based on availability of each facility and class size.

5. **COMPENSATION:** USER may charge fees for Services rendered under this AGREEMENT as follows:

5.1 USER shall be solely responsible for imposing and collecting all fees charged for its fitness classes.

5.2 USER shall not be entitled to expense reimbursements or any other amounts in connection with performance of this AGREEMENT.

- 5.3 USER shall be responsible for registration of participants, refund processing, and marketing for all classes and programs.
- 5.4 The DISTRICT has the right to observe any instructional class conducted by USER at no charge.

6. INDEPENDENT USER

- 6.1 USER shall perform all activities described herein as an independent USER of DISTRICT's facilities and shall remain at all times wholly independent of the DISTRICT.
- 6.2 DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of USER in its business or otherwise, or a joint venturer, or a member of any joint enterprise with USER.
- 6.3 USER shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. Neither USER nor any of USER's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the DISTRICT; and neither USER nor any of its employees shall be paid by DISTRICT time and one-half for working in excess of forty (40) hours in any one week.
- 6.4 DISTRICT is under no obligation to withhold State and Federal tax deductions from USER's compensation. Neither USER nor any of USER's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this AGREEMENT.

7. USE OF PREMISES

- 7.1 **Schedule of Use.** USER shall comply with the Use of Parks attached in Exhibit A. DISTRICT reserves the right to use, sublease, or issue permits for areas of the Rossmoor parks to third parties. USER is aware and acknowledges that the Schedule of Use is subject to change with 15 days notice 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.
- 7.2 **No Unlawful Uses.** USER shall only be permitted to use the Premises for instructional service activities and programs and USER agrees not to use the Premises for any immoral or unlawful purpose.
- 7.3 **Preservation of Insurance.** USER shall not commit any acts on the facilities, nor use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.

- 7.4 **No Waste or Nuisance.** USER shall not commit any waste or any public or private nuisance upon the facilities.
- 7.5 **Legal Compliance.** USER shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use of the Premises.

8. INDEMNIFICATION

- 8.1 USER 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 fitness classes and/or USER's use of District property hereunder or USER'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 USER's legal counsel unacceptable, then USER 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 USER 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.
- 8.2 The requirements as to the types and limits of insurance coverage to be maintained by USER as required by Section 9, 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 USER pursuant to this AGREEMENT, including, without limitation, to the provisions concerning indemnification.

9. MISCELLANEOUS

- 9.1 **Entire Agreement.** This AGREEMENT, dated September 6, 2016 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 AGREEMENT in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.
- 9.2 **Applicable Law.** This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of California.
- 9.3 **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 AGREEMENT.

9.4 **Counterparts.** This AGREEMENT may be executed in multiple counterparts each of which shall be deemed an original for all purposes.

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

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

DISTRICT:

Joe Mendoza
General Manager
3001 Blume Drive
Rossmoor, CA 90720
Rossmoor Community Services District

By: _____
Kerrie DaVannon

Exhibit A: Use of Parks

I. USER Classes

A. USER will provide instructional services for outdoor athletic instruction for up to eleven, one-hour classes per week as set forth on the schedule below. The average size of the classes will not exceed fifteen.

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:45 am	Rush Park	Rush Park	Rush Park	Rush Park	Rossmoor Park
10:00 am	Rush Park		Rush Park		Rossmoor Park
1:45 pm			Rush Park (kids)*		
5:00 pm	Rush Park*			Rush Park*	

B. DISTRICT agrees to make available to the USER designated space in its parks according to the schedule and the attached diagram.

C. DISTRICT and USER will meet regularly to modify the intended schedule and designate specific areas of the park for each class held by USER.

1. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.
2. DISTRICT may modify the schedule in response to unforeseen circumstances with as much notification to USER as possible.

D. Neither DISTRICT nor USER may modify the schedule or location of the classes without giving the other party 15-days notice.

E. DISTRICT will provide USER with the schedule and location of all maintenance so that USER may avoid interference.

F. USER will maintain a record of the time, location and the number of participants for each class held by USER on DISTRICT parks. USER will submit a summary report of this data to DISTRICT each quarter.

II. USER FEES

- A. Hourly use charge of \$10.00 per hour paid within 15 days of the end of each quarter.

III. USE OF DISTRICT PROPERTY

Any violations of the following regulations may result in Termination of AGREEMENT:

- A. Equipment provided by USER may not exceed 25 pounds in weight.
- B. Park equipment and installations may not be used for exercise activity including, but not limited to light poles, drinking fountains, bleachers, picnic tables, benches, railings, chain link fencing, trees, freestanding signs, bike racks, and barbeque grills.
 - 1. The only exception is for equipment designed for adult exercising.
 - 2. Adults may not exercise on playground equipment.
 - 3. Class participants will be permitted to place personal belongings on the benches and participants are permitted to sit on the benches. However, DISTRICT will have no liability for loss or damage to personal belongings.
- C. Walkways, sidewalks and any public shared access areas may not be blocked or used by fitness classes.
- D. Temporary marking of hard surfaces with chalk or other informative materials is prohibited. Spray chalk may not be used on the grass
- E. DISTRICT acknowledges that music is an integral part of USER's exercise program. However, no music may be played at a volume that would be a nuisance to other users of the park or nearby residents, which shall be determined in the discretion of DISTRICT.
- F. Permit holders must display a District-issued name badge or display card, printed with photograph and name, at all times while conducting instruction, classes or camps.
- G. Permit holders shall follow staff instructions regarding locations in order to avoid damage to park facilities or turf areas, and to avoid interfering with maintenance schedules.
- H. Permit holders must be at least 50 feet from sidewalks, picnic areas, playgrounds, buildings, and other user groups.
- I. Instruction is not to take place before 7:00am or after 8:00pm (5:00pm during daylight savings)
- J. Classes will not be permitted on weekends, Saturdays, or holidays.

IV. PARTICIPANT WAIVER

Each participant must sign a waiver, the form of which is included below, and maintained by USER in a file.

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I hereby release, discharge and agree not to sue Rossmoor Community Services District, including its officers, employees, and agents, (hereinafter the "District") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and/or my child's participation in the Happy Hour Fit Club Program from whatever cause, including the active or passive negligence of the District or any other participants in the Happy Hour Fit Club Program. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and /or statutory provision. In consideration of being permitted to participate in the Happy Hour Fit Club Program I hereby agree, for myself, my heirs, administrator, executors and assigns, that I shall defend, indemnify and hold harmless the District from any and all claims, demands, actions or suits arising out of or in connection with my and/or my child's participation in the Happy Hour Fit Club Instruction Program.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN OF MY OWN FREE WILL.

PARTICIPANT:

(Please Sign)

By: _____
(Please Print)

Name & Title: _____
(Please Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2019

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

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

PRODUCER Wood Gutmann & Bogart License #0679263 15901 Red Hill Ave., Suite 100 Tustin CA 92780	CONTACT NAME: Karlee Crowe PHONE (A/C, No, Ext): 714-824-8318 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: karlee@wgbib.com
INSURED Happy Hour Fit Club, Inc. 2811 Piedmont Ave Los Alamitos CA 90720-4244	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Indemnity Ins Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1869788892 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK802582007	12/2/2018	12/2/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Rossmoor Park - 3232 Hedwig Road, Rossmoor, CA and Rush Park - 3021 Blume Drive, Rossmoor, CA.

Rossmoor Community Service District is named as additional insured on the General Liability per attached CG 20 26 04 13 as required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Rossmoor Community Service District 3001 Blume Drive Rossmoor, CA 90720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Rossmoor Community Service District 3001 Blume Drive Rossmoor CA 90720-
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: August 13, 2019

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND POSSIBLE ACTION RE: CHURCH OF CHRIST
EXTENDED HOURS FACILITY REQUEST FOR USE OF RUSH PARK
AUDITORIUM AND KITCHEN

RECOMMENDATION:

Staff is recommending that the RCSD Board approve the extended hours facility request by the Church of Christ for use of the Rush Park Auditorium and Kitchen on Thursday, November 28, 2019 (Thanksgiving) and Friday, November 29, 2019.

BACKGROUND:

The Church of Christ has submitted a request for use of the Rush Park Auditorium and Rush Park Kitchen for a church meeting on Thanksgiving Day, Thursday, November 28, 2019 from 8 a.m. to 10 p.m. and Friday, November 29, 2019 from 9 a.m. to 6 p.m. There will be approximately 100 people in attendance. A staff attendant will be present to oversee the event on both dates.

Policy No. 6010.10 governs the administration of the Facility Usage. Section 6010.10 "General Manager Authority" states:

"Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless otherwise approved by the Board, no outdoor events, including preparation time or clean up time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m. or conclude after dusk on non-lighted parks and facilities or 10.00 p.m. on lighted parks and facilities."

Therefore, this request is being placed on the agenda for Board approval.

FINDINGS:

RCSD staff has reviewed the application and does not anticipate any issues with the request. The Church of Christ held the same event in 2018 without any problems or concerns associated with their event.

ATTACHMENTS:

1. Application for facility use permit from Church of Christ



ROSSMOOR COMMUNITY SERVICES DISTRICT
 3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710
 WEBSITE: WWW.ROSSMOOR-CSD.ORG / E-MAIL: RCSD@ROSSMOOR-CSD.ORG

APPLICATION FOR FACILITY USE PERMIT

This application does not guarantee a reservation until approved by the General Manager and if applicable, the Board of Directors of the Rossmoor Community Services District or his/her designee. Please check the appropriate box(es) and indicate the facility requested.

<input checked="" type="checkbox"/> Rush Park Auditorium	<input checked="" type="checkbox"/> Rush Park Kitchen	<input checked="" type="checkbox"/> Rush Park East Room	<input checked="" type="checkbox"/> Rush Park West Room
<input type="checkbox"/> Rossmoor Park Community Room	<input type="checkbox"/> Rossmoor Park Kitchen	<input type="checkbox"/> Montecito Center	<input type="checkbox"/> Picnic Area (Reservations by Residents Only)
<input type="checkbox"/> Athletic Field(w/facility) <input type="checkbox"/> Special Use (Attach Special Use Application) <input type="checkbox"/> Other (Please Specify) _____			
ROSSMOOR RESIDENT: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		* Facility and Field Brochures and User Procedures can be viewed on our website	
Facility/Park Site: 1 st Choice Rush Park Auditorium		2 nd Choice _____	
Name (Individual /Organization): Church of Christ		Email: lotsalinds@aol.com <input type="checkbox"/>	
If Organization: 501 (C) (3)		Private for Profit <input type="checkbox"/>	
Responsible Person/Representative: INERID LIND			
Address: _____		City: _____	Zip: _____
Telephone: Home: _____	Cell: _____	Work: _____	Fax: _____
Date(s) of Event: Nov 28, 29	Day(s): 2	Time of Actual Event (Guest Arrival) 8AM Thurs to set up Friday 9AM	
Start Time: 8AM	End Time: 10pm	Total Hours Requested: 22 HOURS	
<i>(Applicant must include set-up/decorating time and clean-up time.)</i>			
Name of Event: Church Meeting		Type of Event: Church Bible Study	
For birthday/graduation party, indicate age of celebrant: _____ (Attendants are assigned as required at the discretion of the District)			
Number of attendees: Adults 160 + Minors(17 and under) 30 = Total 190 ABOUT			

Please answer all questions correctly. Unanswered questions may delay your request.

- | | | |
|---|------------------------------|--|
| 1. Is the event open or advertised to the public? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Is this a car club? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Is this a fundraising/revenue producing event? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Will there be soliciting or selling of any kind? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

If YES on items 1, 2, 3, or 4 please also complete items 17-30 on pages 3 & 4 (Special Use Information)

- | | | |
|--|------------------------------|--|
| 5. Is this an organized group, such as a club, school or business? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 6. Will there be a caterer to provide the food for your event? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 7. Will this event be having some type of music? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Please check: Live Band <input type="checkbox"/> Disc Jockey <input type="checkbox"/> Amplified Music <input type="checkbox"/> P.A. System <input type="checkbox"/> Radio <input type="checkbox"/> | | |
| <i>Please note that some facilities may not allow music</i> | | |
| 8. Will there be dancing? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| <i>Please note that teen (13-17) years old parties will be required to have an attendant.</i> | | |

9. Will you require use of the stage? Yes No
You must notify the District office if you need the stage cleared prior to your event.
10. Will the event be advertised prior to the event date? How? Yes No
 Please check: Flyer Newspaper Radio
11. Will there be any type of display or advertising at the event? Yes No
12. Will you be displaying or judging any motor vehicles? Yes No
13. Will there be any promotionals or give aways/samples? Yes No
14. Will there be animals during the event? Yes No
Animal shows will require a permit from Animal Control and prior approval from the General Manager
15. Will you be having a bouncer/moonbounce? (Only on designated areas/Requires \$1 million insurance policy) Yes No

Name of authorized bouncer/moonbounce company (Refer to attached listing): _____

16. Please read and initial on the following important policies, rules and regulations:

- ll* a. Setup/clean-up/removal of decorations will be the responsibility of the group. Please include this in your requested time. You will not be given access prior to the time scheduled on your User Permit. Non compliance of this policy will cause forfeiture of the refundable security deposit. The deposit will be refunded to the applicant if the facility is left clean and free of damage.
- ll* b. All permittees will be required to sign, in person, a District Indemnification form, a Facility User Procedures Agreement and the User Permit.
- ll* c. If group is an organization, issue refundable deposit check to: LOIS TOWNSEND
- ll* d. Amenities may not be adequate. Please refer to our facilities brochure or contact the General Clerk to check on amenities such as tables, chairs, kitchen, refrigerator, etc. Groups are responsible for providing additional tables and chairs as needed.
- ll* e. Consumption of alcohol or substance abuse is not allowed on any District properties. Violation of this regulation will mean forfeiture of the refundable security deposit and cancellation of your event at time of infraction.
- ll* f. Parking will only be allowed in designated areas. No parking on grass or walkways.
- ll* g. Gambling is not allowed on Rossmoor Community Services District properties.
- ll* h. The use of candles is not allowed inside any rental facility.
- ll* i. Other permits may be required depending on the type of event (i.e. ABC, Health, Charitable Solicitation.)
- ll* j. Law Enforcement intervention due to violation of rules and regulations will mean cancellation of event and may incur additional charges, affect future use and forfeiture of any remaining fees and security deposit paid.
- ll* k. Applications must be received at least 15 working days prior to the date of the event. To avail of the Rossmoor residence fee, please attach a copy of your driver's license and a most recent utility bill. Requests made 10-14 working days prior to the event must be made in person and all fees paid for in full and in cash. Requests made less than 10 working days but no less than 5 working days may be accommodated on a case by case basis, subject to availability of facility and staff.
- ll* l. Submission of the completed form does not guarantee you the facility/date. You will be notified if the facility is not available.
- ll* m. Reservations can only be made 6 months in advance. Submit the completed application form along with the a \$20 User Permit Fee and initial deposit of \$175 to \$250 if booking an indoor facility, a \$20 User Permit Fee if booking a reserveable picnic site/open space and/or ball field. \$20 User Permit Fee is due for all Permits to Gather. If facility or any other alternative is not available your deposit will be refunded to you within 7-14 business days.
- ll* n. Permittee must sign the facility permit and return along with the balance of the payment within the due date indicated on the permit (10 calendar days after the reservation was made). In the event the signed permit and balance payment are not received by the due date, your reservation will be canceled and you will be refunded the deposit less the applicable service fee.
- ll* o. For teen parties (under 18 years of age), reservations must be made at least 15 working days prior to the event. One adult shall be present for every minor under the age of 18. No event will be permitted to start without the attendant.
- ll* p. Cancellation Policy: Applicable processing and cancellation fees will be withheld by the District as per Policy 6010.60.
- ll* q. Any request, to extend the time of the original reservation must be made for a minimum of one hour and must be made at least 10 working days prior to the event, subject to availability of facility and staff. Changes made to the dates, times, number of attendees, etc. after the permit has been processed will be assessed a permit change fee of \$20.00 after the second occurrence. _____ (initial)
- ll* r. Any cost incurred due to damage to the facility or due to law enforcement intervention arising from the group's event will be billed to the group.
- ll* s. Payments may be in the form of cash or check. All deposits and fees for reservations made within 14 working days or less must be paid in full, and must be made in cash. All balances must be paid in full no less than two weeks prior to being issued a valid User Permit.

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be canceled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

I certify that I have read and understand all the rules and regulations governing the use of the facility. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the facility. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

Signature of Applicant: [Signature] Date: 4-22-2019

Signature of District Official: _____ Date: _____

General Manager Approval (if required): _____ Date: _____

**CLOSED
SESSION**